TRACY CITY COUNCIL SPECIAL MEETING AGENDA

Wednesday, July 5, 2023, 7:00 P.M.

Tracy City Hall Chambers, 333 Civic Center Plaza, Tracy
Web Site: www.cityoftracy.org

THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND REMOTE PARTICIPATION PURSUANT TO GOVERNMENT CODE SECTION 54953(e).

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA THE FOLLOWING METHOD:

As always, the public may view the City Council meetings live on the City of Tracy's website at CityofTracy.org or on Comcast Channel 26/AT&T U-verse Channel 99. To view from the City's website, open the "Government" menu at the top of the City's homepage and select "City Council Meeting Videos" under the "City Council" section.

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

***Remote Public Comment**:*

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

- *Comments via:*
  - **Online by visiting** https://cityoftracyevents.webex.com and using the following **Event Number: 2555 523 9306** and **Event Password**: TracyCC
  - ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
  - Join by phone by dialing +1-408-418-9388, enter 25555239306#8722922# Press *3 to raise the hand icon to speak on an item.

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

Comments received on Webex outside of the comment periods outlined above will not be included in the record.

Date Posted: June 29, 2023

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

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

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

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

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

Full copies of the agenda are available on the City's website: *www.cityoftracy.org*

Date Posted: June 29, 2023

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ACTIONS, BY MOTION, OF CITY COUNCIL PURSUANT TO AB 2449, IF ANY

ROLL CALL

PRESENTATIONS

1. Employee of the Month
2. Proclamation – Parks and Recreation Month

1. CONSENT CALENDAR

1.A Adoption of June 20, 2023 Closed Session and Regular Meeting Minutes

1.B Adopt a Resolution approving the City of Tracy's Updated Transit Division Title VI Program.

1.C Adopt a resolution approving Amendment No. 1 to the Professional Services Agreement with AECOM Technical Services, Inc. to Extend the Term of the Agreement.

1.D Adopt a resolution approving a Professional Services Agreement with Gilbane Building Company for construction management services for the new Tracy Multi-Generational Recreation Center and Park Improvements at El Pescadero Park (CIP 78178) for a total not-to-exceed amount of $3,433,900.

1.E Adopt a Resolution approving the purchase of equipment to maintain Legacy Fields in the amount of $194,300.

1.F Adopt a separate resolution approving a Professional Services Agreement, for an initial term of one year, with an administrative option to extend annually, for an additional three years, to provide On-call Landscape Architectural, Landscape Plan Check, Landscape Inspection and Project Management Services, with the following consultants and not to exceed amounts: 1) a Resolution Approving a Professional Services Agreement with Callander Associates for a not to exceed amount of $300,000 annually for an initial one-year term, with an administrative option to extend, annually, for three additional years (total not to exceed amount of $1,200,000) to provide on-call landscape architectural, plan check, inspection, and project management services; and 2) a Resolution Approving a Professional Services Agreement with O'Dell Engineering for a not to exceed amount of $600,000 annually for an initial one-year term, with an administrative option to extend, annually, for three additional years (total not to exceed amount of $2,400,000) to provide on-call landscape architectural, plan check, inspection, and project management services.

1.G The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution (1) awarding a construction contract to Arnaudo Construction, Inc., of Tracy, California in the amount of $1,359,560 for the 384 Arbor Road Sewer Lift Station and Holding Tank, CIP 71112, (2) approving a project not-to-exceed budget of $1,699,450, and (3) authorizing the City Manager to approve change orders up to the contingency amount of $135,956, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

1.H The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution (1) awarding a construction contract to DV Electric Company, Inc., of San Jose, California (DV), in the amount of $373,745 for the 384 Arbor Road Main Power Supply, CIP 71112, (2) exercising, under Section 14 of the bid documents, City's right to waive, as immaterial bid irregularities, delays by DV in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification, (3) approving a project not-to-exceed budget of $467,182, and (4) authorizing the City Manager to approve change orders up to the contingency amount of $37,375, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

1.I The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution (1) awarding a construction contract to DV Electric Company, Inc., of San Jose, California (DV) in the amount of $208,660 for the 370 Arbor Road Main Power Supply, CIP 71112, (2) exercising, under Section 14 of the bid documents, the City's right to waive, as immaterial bid irregularities, delays by DV in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification, (3) approving a project not-to-exceed budget of $260,825, and (4) authorizing the City Manager to approve change orders up to the contingency amount of $20,866 if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

1.J Adopt a Resolution: 1) approving the MOU between City of Tracy and Tracy General Teamsters Local No. 439, IBT; 2) approving the MOU between City of Tracy and Tracy Technical and Support Services Employee Association; and 3) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the MOUs.

1.K Adopt a separate resolution approving a Professional Services Agreement, for an initial term of one year, with an administrative option to extend annually, for an additional two years, to provide On-Call Plan Check and Inspection Services, with the following consultants and not-to-exceed amounts: 1) Structech Engineering for a not-to-exceed amount of $350,000 annually (total not-to-exceed amount of $1,050,000); 2) 4leaf, Inc. for a not-to-exceed amount of $800,000 annually (total not-to-exceed amount of $2,400,000); 3) Bureau Veritas for a not-to-exceed amount of $600,000 annually (total not-to-exceed amount of $1,800,000); 4) True North Compliance Services for a not-to-exceed amount of $450,000 annually (total not-to-exceed amount of $1,350,000); and 5) NV5 for a not-to-exceed amount of $300,000 annually (total not-to-exceed amount of $900,000).

1.L The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution ratifying, pursuant to Tracy Municipal Code Section 2.20.180(B)(1), various procurement contracts for goods and general services agreements executed by the City Manager to implement Emergency Interim Housing solutions for the unsheltered.

1.M Adopt a resolution approving an Offsite Improvement Agreement between the City and Lennar Homes of California, LLC for the Lammers Road Undercrossing Improvements at Interstate 580 that are required as part of the Conditions of Approval for Tracy Hills Phase 1B Vesting Tentative Subdivision Map.

2. ITEMS FROM THE AUDIENCE

3. DISCUSSION ITEMS

3.A Adopt a Resolution Accepting the Irrevocable Offer of Dedication of Fee Interest for 16 Acres of Community Park Land for an Aquatic Park (Aquatic Center), generally located at the Intersection of Corral Hollow Road and Summit Drive (Property), from Ellis Village, LLC to the City of Tracy, a Municipal Corporation (City), and directing the City Manager to take Requisite Actions to Effectuate the Acceptance of the Property.

3.B City Council review and discuss the Citywide Water System Master Plan Update.

3.C The Tracy Homelessness Advisory Committee recommends that the City Council 1) adopt a Resolution approving, pursuant to Tracy Municipal Code Section 2.20.180(B)(1), contracts for goods and general services agreements executed by the City Manager to implement Emergency Interim Housing solutions for the unsheltered with Link Equipment, LLC., and 2) adopt a Resolution approving a Purchase Agreement for Goods with Linked Equipment, LLC., for the purchase of eight pre-manufactured custom container structures in an amount not to exceed $682,440 to be installed as part of Phase 4 of the interim improvements at the Temporary Emergency Housing Facility Project at 370 W. Arbor Avenue.

3.D The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution partially rescinding Resolution No. 2022-121, whereby authorization was given to the City Manager to take immediate and emergency actions to implement interim housing solutions for the City of Tracy's unsheltered, and waived procurement requirements for professional services under Tracy Municipal Code Section 2.20.140(b)(6).

3.E City Council appoint, by motion, one member, to the Tracy Finance Committee to fulfill the remainder of the annual term, pursuant to the City Council's appointment procedures.

3.F City Council appoint Wayne Templeton to serve on the San Joaquin County Commission on Aging.

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

June 20, 2023, 5:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA.

1. Mayor Young called the meeting to order at 5:06 p.m.

2. Actions, by Motion, of City Council pursuant to AB 2449, if any - None

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

4. ITEMS FROM THE AUDIENCE – None

5. REQUEST TO CONDUCT CLOSED SESSION

5.A. Conference with Labor Negotiators (Gov. Code § 54957.6)

- City Negotiators
  Midori Lichtwardt, City Manager
  Karin Schnaider, Assistant City Manager
  Kimberly Murdaugh, Human Resources Director
  JoAnn Weberg, Human Resources Manager
  Sara Cowell, Finance Director
  Bijal Patel, City Attorney
  Che Johnson, Special Counsel

- Employee Organizations:
  General Teamsters Local No. 439, IBT
  Tracy Police Officers' Association
  Tracy Technical and Support Services Employee Association

5.B Conference regarding Labor Negotiations involving Joint Powers Agency (JPA) pursuant to Gov. Code § 54956.96

- Negotiators for South San Joaquin County Fire Authority (JPA):
  Randall Bradley, Fire Chief
  Christopher Boucher, Legal Counsel
  Marc Zafferano, Legal Counsel

- Employee Organizations:
  Tracy Firefighters Association
  South County Fire Authority Association

5.C CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9)

MARY MITRACOS, v. CITY OF TRACY, and SURLAND COMMUNITIES, LLC, CASE NO. C093383; COURT OF APPEAL, STATE OF CALIFORNIA THIRD APPELLATE DISTRICT

Mayor Pro Tem Davis recused herself from item 5.C due to proximity of real property.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Evans to recess to closed session. Roll call found all in favor; passed and so ordered. Time: 5:10 p.m.

6. Reconvened to Open Session – Time: 7:55 p.m.

7. Report of Final Action, if Any - None

8. Council Items and Comments - None

9. Adjournment – Time: 7:56 p.m.

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

The above agenda was posted at the Tracy City Hall on June 16, 2023. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL REGULAR MEETING MINUTES

June 20, 2023, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy *Web Site:* *www.cityoftracy.org*

Mayor Young called the meeting to order at 8:05 p.m.

Mayor Young led the Pledge of Allegiance.

Pastor Doug Diestler, Tracy Mission City Church offered the invocation.

There were no actions taken pursuant to AB 2449.

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

1. CONSENT CALENDAR – Following the removal of consent items 1.J and 1.L by Council Member Arriola motion was made by Council Member Arriola and seconded by Mayor Pro Tem Davis to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered

   1.A Adopt May 23, 2023 Special Meeting Minutes, May 24, 2023 Closed Session Minutes, May 30, 2023 Closed Session Minutes and June 6, 2023 Closed Session and Regular Meeting Minutes. – **Minutes were adopted.**

   1.B. City Council 1) approve the execution of a 3-year agreement with Microsoft for software licenses to desktop computers and servers for an annual not to exceed amount of $194,225; and 2) determine that execution of this agreement, without conducting a competitive selection process, is in the best interests of the City pursuant to Tracy Municipal Code section 2.20.140(b)(6) – **Resolution 2023-108** approve the 3-year agreement with Microsoft for software licenses to desktop computers and servers.

   1.C. Adopt a Resolution approving Amendment No. 1 to the Professional Services Agreement with 4LEAF, Inc. for construction inspection and plan checking services extending the term of the agreement through June 30, 2025, for a total not-to-exceed amount $700,000 per fiscal year, pursuant to the terms of the existing agreement. – **Resolution 2023-109** approved Amendment No. 1 to the Professional Services Agreement with 4LEAF, Inc.

   1.D. Adopt a Resolution (1) approving Amendment No. 1 to the Master Professional Services Agreement with David W. Enke, L.S. (Amendment) for Land Surveying Services and Engineering Assistance for Land Development projects to extend the agreement through June 30, 2024, for a not-to-exceed amount of $300,000 per year and (2) determine that execution of the Amendment, without conducting a competitive selection process, is in the best interest of the City Council pursuant to Tracy Municipal Code Section 2.20.140(b)(6). - **Resolution 2023-110** approved Amendment No. 1 to the Master Professional Services Agreement with David W. Enke, L.S.

1.E. Adopt a Resolution (1) approving Amendment No. 1 to the Master Professional Services Agreement with West Yost & Associates (Amendment) for storm drainage engineering services for Land Development projects to extend the agreement through December 31, 2024, for a not-to-exceed amount of $200,000 per calendar year and (2) determine that execution of the Amendment, without conducting a competitive selection process, is in the best interests of the City Council pursuant to Tracy Municipal Code Section 2.20.140(b)(6). – **Resolution 2023-111** approved Amendment No. 1 to the Master Professional Services Agreement with West Yost & Associates.

1.F. Approve Amendment No. 1 to Offsite Improvement Agreement for NEI PH 3 Mass Grading Storm Drainage to increase the Storm Drainage Fee Credits amount to a total of $1,040,960.01. – **Resolution 2023-112** approved Amendment No. 1 to Offsite Improvement Agreement for NEI PH 3 Mass Grading Storm Drainage to increase the Storm Drainage Fee Credits.

1.G. Approve Amendment No. 1 to Offsite Improvement Agreement for NEI PH 3 Big Bird Street Improvement Plans for Grant Line Road, Chrisman Road, Paradise Road, and Skylark Way to increase the roadway fee credit amount to a total of $2,809,358.18. – **Resolution 2023-113** approved Amendment No. 1 to Offsite Improvement Agreement for NEI PH 3 Big Bird Street Improvement Plans for Grant Line Road, Chrisman Road, Paradise Road, and Skylark Way.

1.H Adopt a Resolution 1) amending Council Resolution No. 2023-075, adopted on May 2, 2023, to correct typographical errors regarding the project costs for the Police Multipurpose Reality Based Training Facility Project, CIP 71110, and 2) authorizing the City Manager to approve change orders up to the contingency amount of $470,717, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b). – **Resolution 2023-114** amended Council Resolution No. 2023-075, adopted on May 2, 2023, to correct typographical errors regarding the project costs for the Police Multipurpose Reality Based Training Facility Project.

1.I City Council, by resolution; 1) authorize participation in the CEPPT program, for the prefunding of the City's accrued pension costs; 2) authorize the City Treasurer and Finance Director to, jointly, request disbursements from the trust and 3) authorize the execution of the Prefunding Agreement. – **Resolution 2023-115** authorized participation in the CEPPT program and disbursements from the trust.

1.K Adopt a Resolution: 1) approving the Memorandum of Understanding (MOU) between the City of Tracy and the Tracy Police Managers' Association; 2) approving the MOU between City of Tracy and Tracy Mid-Managers Bargaining Unit; 3) approving the Compensation & Benefit Plan for Confidential Employees Unit; 4) approving the Compensation & Benefit Plan for Department Heads, and 5) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the MOUs – **Resolution 2023-116** approved the Memorandum of Understanding with the Tracy Police Managers' Association, and Tracy Mid-Managers Bargaining Unit, approved the Compensation & Benefit Plan for Confidential Employees Unit,

approved the Compensation & Benefit Plan for Department Heads and authorized the amendment to the Master Salary Schedule.

1.J The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution partially rescinding Resolution No. 2022-121, whereby authorization was given to the City Manager to take immediate and emergency actions to implement interim housing solutions for the City of Tracy's unsheltered, and waived procurement requirements for professional services under Tracy Municipal Code Section 2.20.140(b)(6).

Karin Schnaider, Assistant City Manager provided the staff report.

Council Member Arriola pulled the item to state had issued the City Manager with some authority and asked would each of the decisions return to Tracy Homelessness Advisory Committee or Council.

Council questions followed.

Daniel Helm stated the City has had a homeless problem for some time and understands there are bureaucratic issues that need to be dealt with but asked Council to get something done for the folks that are homeless and the people that are impacted by their issues and problems.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Evans to continue the item until July 5, 2023 special meeting. Roll call found all in favor; passed and so ordered.

1.L The City Attorney recommends that the City Council, by motion, deem as moot and not legally permissible to be read again in a second reading that certain Ordinance of the City of Tracy amending Section 2.08.080(b) of the Tracy Municipal Code, to reflect that the City Manager may be removed by a three-fifths (simple majority) vote of the City Council instead of a four-fifths (super majority) vote, which was introduced by a majority of the City Council on May 23, 2023.

Bijal Patel, City Attorney provided the staff report.

Council Member Arriola pulled the item to clarify that while he was in the opposition the majority of Council did move to make a policy change to the four-fifths supermajority requirement to a three-fifths. This item is a reversal of that.

Ms. Patel clarified the specific ordinance as drafted is not legally permissible under the separation agreement the Council approved and the specific terms require that neither party enter into any actions of disparagement and many of the whereas clauses in the ordinance had information related to Mr. Rogers and therefore because that separation agreement is a binding agreement, this specific ordinance cannot be read. However, if anyone on the Council wants to, at a future time, move forward with the same procedural path they can move forward through the proper procedural motions and introduce their own ordinance with different facts and findings.

Ms. Patel confirmed the Tracy Municipal Code that requires a supermajority vote to remove the City Manager has not been changed.

Robert Tanner stated he would like to hear that we go back to supermajority rather than simple majority. Mr. Tanner shared concerns regarding a target on the back of citizens of Tracy with this move, and will cost the City a lot of money.

Council Member Bedolla disagreed with the previous speaker and stated it is not a reversal of anything as the ordinance was not up for second reading.

Daniel Helm stated the super majority was an error to begin with. This motion is moot because the person of issue has already resigned and received money to walk away as done with a Chief of Police and a previous City Manager. Mr. Helm believed a majority of this Council can change the way Council can do business. Simple majority is a great idea. Council has the right to change City policy going forward.

Cheryl Hayes stated with a three-fifths vote Council could get rid of any City Manager current and future and does not feel it applies to previous City Manager, glad it is staying at four-fifth vote and makes her feel like the City Manager was targeted.

Tim Silva supported a three-fifth majority vote for Council. A four-fifth majority would get nothing done. The City Manager resigned and dropped the lawsuit. Some of the past City Managers violated their contracts.

A resident asked how many votes it takes to hire City Manager. Why don't we just stick with simple vote. If it takes three people to hire the City Manager, then it should take three people to let him go.

Council comments followed.

ACTION: Motion was made by Council Member Bedolla and seconded by Council Member Evans to deem as moot and not legally permissible to be read again in a second reading that certain Ordinance of the City of Tracy amending Section 2.08.080(b) of the Tracy Municipal Code, to reflect that the City Manager may be removed by a three-fifths (simple majority) vote of the City Council instead of a four-fifths (super majority) vote, which was introduced by a majority of the City Council on May 23, 2023. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Gabriela Machuca, Johnny's Diner stated they have been trying to relocate their business since July 2022. Project was supposed to be on Planning Commission agenda on May 24 and was removed with no explanation. Project was agendized for June 14 but was cancelled with the excuse of the Chair resigning which should not have affected it because the chair wasn't at the May 24 meeting and at that meeting they approved four cannabis CUP's no problem. Ms. Machuca shared concerns regarding lack of response from May 4 until June 8. Mobile ordinance needs to be changed. Their project is separate, and staff keeps adding conditions.

Susan Heinrich, President of Tracy Community Band shared information about the band and is a volunteer organization. They are without a permanent meeting place, are seeking a place to rehearse, store equipment and perform regular concerts and asked for Council's help.

Dennis Chan, co-owner of Tracy Cannabis Collective stated after five years and $500,000, working with Tracy's cannabis permitting process has dried up their hard-earned startup capital. With immediately signing of Benefit Agreement they will be able to open and bring tax revenues and most importantly be a positive space where compassion will reverberate in the City of Tracy. Was told would get the signed agreement last week and did not happen and requested a 24-48 timeline and asked for prioritizing the signing of this agreement by Thursday or sooner.

Michele Trew, Co-owner of Tracy Cannabis Collective asked to prioritize the cannabis Benefit Agreement. Hearing people within the City who want cannabis process to be halted indefinitely and making it more difficult and stalling in hopes one of us file a lawsuit and put us on hold. That will not happen. Will band together to make process move forward. Want Benefits Agreement signed as the last step.

Pat Howell stated the population is increasing, our new zones need to represent our needs. While the five Council Members at large were able to meet the needs of our city at 30,000 it is apparent that our newly developed city zones need to be able to represent their needs and concerns regarding their specific area and spoke about changing election of our Council Members to district based format. We must do this for the future of Tracy.

Robin Cole shared concerns regarding the hour delay tonight for the start of the meeting, the parliamentarian is to keep things moving. Ms. Cole spoke about Diversity, Equity and Inclusion (DEI). It is apparent there are issues in Tracy, and shared that on the weekend of Juneteenth a woman came to their stand at the park shaking because she had driven into town and had seen a comment on a trestle that did not show Tracy as diverse, equitable or inclusive.

Rosario Arulappan stated the Boys and Girls Club is doing a good job and asked Council to bring them here to appreciate their work.

Deanna Garcia, Tracy Cannabis Collective stated one more hurdle that Tracy Cannabis Collective does need help with is the Community Benefits Agreement sitting on the City Manager's desk for signature and is praying her workload lightens to be able to get the agreement signed for their doors to be able to open.

Alice English stated she attended the June 8 Transportation Commission meeting and a new engineer explained Valpico and Corral Hollow and signal light and funds stating the funds are already allocated $11 to $17 million to widen Corral Hollow from Parkside to Linne. Once the signal light was changed it caused traffic congestion, had 17 accidents, and requested keeping that signal light red until we have proper signal lights and widening of the road.

Burnell Shull asked why Council has to have special meetings on the same night as Council meetings. Our time is as valuable.

3. REGULAR AGENDA

.3.A City Council conduct a public hearing and upon the conclusion adopt the following: 1) Resolution approving the Engineer's Report regarding the proposed levy and collection of assessments for the Tracy Consolidated Landscape Maintenance District pursuant to the Landscaping and Lighting Act of 1972 for Fiscal Year 2023/2024; and 2) Resolution ordering the levy and collection of assessments within the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2023/2024.

Mayor Young announced the following: For all the resolutions before Council pertaining to Item 3.A, due to conflict of interest the following Council Members will abstain from voting on the following zones: Council Member Bedolla – Zone 7, Council Member Evans – Zone 20, and Mayor Pro Tem Davis and Mayor Young – Zone 15.

Mayor Young opened the public hearing.

Brian MacDonald, Parks and Recreation Director introduced Nilo Velazquez, Management Analyst who provided the staff report and presentation.

Council comments and questions followed.

Mayor Young closed the public hearing.

Barbara stated she is part of LMD and spoke about Kelly Park which she calls a park of weeds, where the sidewalks are uneven. Three years ago she tripped, sued the City and the City fixed all of Orchard Parkway. Two trees have fallen in the park last couple of years and not replaced. Take a look at Kelly Park. Have paid into LMD since 1989, and shared concerns regarding the park maintenance.

A resident wanted to address how we have so many trees planted and they are not maintained and waste of annual flowers that get planted. Plant low maintenance and we don't need a lot of trees.

Rob Battles asked why the City is using substandard building materials at the Tracy Sports Complex on 11th Street. Residents are being taxed for it but what is being put in is not comparable and falling apart immediately. Replaced benches, tables and put in substandard equipment and is broken again.

Council comments followed.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Pro Tem Davis to adopt **Resolution 2023-117** approving the Engineer's Report regarding the proposed levy and collection of assessments for the Tracy Consolidated Landscape Maintenance District pursuant to the Landscape and Lighting Act of 1972 for Fiscal Year 2023/2024. Roll call found all in favor; passed and so ordered. Council Member Bedolla abstained from voting on Zone 7, Council Member Evans abstained from voting on Zone 20, and Mayor Pro Tem Davis and Mayor Young abstained from voting on Zone 15.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Pro Tem Davis to adopt **Resolution 2023-118** ordering the levy and collection of assessments within the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2023/2024. Roll call found all in favor; passed and so ordered. Council Member Bedolla abstained from voting on Zone 7, Council Member Evans abstained from voting on Zone 20, and Mayor Pro Tem Davis and Mayor Young abstained from voting on Zone 15

3.B City Council conduct a public hearing, and upon conclusion, adopt a Resolution adopting Wastewater Rates effective August 1, 2023 for Fiscal Years 2023-24 through 2027-28.

Mayor Young announced anyone with a written protest should file with the City Clerk and opened the public hearing.

Sara Cowell, Finance Director introduced Steve Gragon, Raftelis who provided the staff report and presentation.

James Jackson, Director of Operations and Utilities responded to questions.

Karin Schnaider, Assistant City Manager responded to questions.

Pat Howell stated it is necessary to complete the maintenance and upgrades on our wastewater facility, keeps City safe and promotes businesses to come to Tracy. Assuming all new residents will be paying this fee. As it is our desire to have a policy of DEI we should provide additional monetary to our low income families and seniors to help them with the additional cost.

Daniel Helm objected to multi-family residences not paying the same amount and not having the same rate increase, and most apartments don't have outside water use. Apartments that don't have a lot of green space, a lot of their water will end up in the waste system so sounds like a subsidy for property owners of multifamily residents which is not reasonable. Tracy is expensive. Recently had three water leaks on City main on the street he lives on and City did great job repairing. Mr. Helm asked if developers who sold a lot of property and made money are paying their fair share for improvements and additions to wastewater, and need to make certain developers are paying their fair share.

Barbara stated you are upping the rate after ten years in August for 40%. Rates should have upped 5 years ago. As a single woman has house with low maintenance yard and low water use. Could support first increase to play catchup but no vote for 2028 for 100% increase from what she is paying today. Asked if there were capital funds to help pay for increase.

Robert Tanner shared concerns regarding garbage rates without offering smaller cans for seniors and water rates and lack of programs for seniors. The City should come up with a list and people can apply and get a discount from

the City. Seniors only do laundry once a week or take a shower every three days. That is how desperate they are and are trying to conserve.

Kathleen Bergthold stated she works with seniors and their fixed income is low but not low enough for low income. By the time they pay all of their bills there is not much left, and asked about the multifamily residential and how the prices went down and individual families went up. Need to do something for those caught just above low income.

Alice English stated these are people on fixed income, and prices have gone up. How can a family of four afford to buy groceries. Shame on Council for not making staff accountable for waiting ten years to raise the prices. Stop putting the burden on people with fixed income and hold staff accountable.

Maurice Francis asked if there was an Engineer's Report five years ago and did that report red flag concerns taking place considering the population is much less than what it is today. If we are still using the same infrastructure built years ago based on the projected population then and using the same treatment plant to treat new waste coming from all the new developments then we are always stressing the equipment, the operations and efficiency of the treatment plant.

Tim Silva stated just because you did not raise over ten years and want to do a 45% increase it is not our fault. Most of you live out of town, so don't have to shoulder the burden. Mr. Silva shared his concerns regarding a rate increase. Do a moderate rate increase and not 100% over the next five years.

James Hawkins stated the consultant proposed two different proposals that were almost identical, would rather go from 34-56 and that be the set number for the next five years. At the end of five years, will have a $7 million surplus, and is the City then going to lower rates. Raise it once, budget accordingly and follow your plans.

Casey Anderson asked if commercial was doubling and shared concerns about that and robbing Peter to pay Paul. Interesting to see staff raises compared to tax rates. This is why when we see a measure or a bond we don't vote for it.

Burnell Shull stated she doesn't understand the rate increase as a senior, asked the Mayor how she didn't see this coming. Why hasn't the waste management place been maintained and shared concerns regarding potholes and City workers.

Phillip Anderson stated he is interested in how much the City spends on consultants. Frustrated and tired with bait and switch. We will be second highest, higher than Livermore and don't have those same amenities. With all the increases we have nothing to show for it. The City feels poorly managed over the years. Find amicable solutions.

Council questions and comments followed.

Mayor Young asked staff to consider a program not based on age but based on income to have more of a sliding scale, look at LIRA program and a type of sliding scale that fills a wider net to help the community. Council Members agreed.

Mayor Young closed the public hearing.

Adrianne Richardson, City Clerk announced correspondence from 19 residents was submitted with their protest and a copy was provided on the dais.

Mayor Young asked if there were any other written protests to be submitted.

Mayor Young closed the public hearing.

Adrianne Richardson, City Clerk announced there were 521 written protests submitted. There are 25,631 parcels receiving service. Assuming that all protests submitted are valid, a majority protest of 50% plus one has not been achieved.

ACTION: Motion was made by Council Member Bedolla and seconded by Council Member Arriola to adopt **Resolution 2023-119** adopting wastewater rates effective August 1, 2023 for Fiscal Years 2023-24 through 2027-28. Roll call found all in favor; passed and so ordered.

Due to the late hour, Council discussed whether to continue the meeting or move items to a special meeting. Discussion began at 11:29 p.m. and the following motions occurred.

Mayor Pro Tem Davis motioned to continue the meeting.

Council Member Arriola motioned to table items 3.D, 3.E and 3.G to a special meeting to be heard on June 27, 2023.

Mayor Young called for a five-minute recess.

Mayor Young reconvened the meeting.

Council Member Arriola motioned to table items 3.D, 3.E and 3.G to a special meeting to be heard on June 27, 2023, at 7:00 p.m.

Ms. Patel requested making two part motions - conduct a special meeting on a date and have certain items to be heard on that date.

Council Member Arriola motioned to conduct a special meeting on June 27 at 7:00 p.m. and the subject of the special meeting be items 3.D, 3.E and 3.G. Staff can add items as long as the three items are prioritized.

Council Member Evans made a substitute motion to conduct a special meeting and only item 3.G be moved to that meeting. Mayor Pro Tem Davis seconded the motion. If staff wishes to add items to the special meeting, he has no problem with that.

Council Member Evans moved to hear items 3.D and 3.E this evening and continue remaining items to a special meeting on Tuesday, June 27, 2023. Council Member Bedolla seconded the motion.

Council Member Arriola made a substitute motion to open a special meeting next Tuesday, June 27, 2023, at 7:00 p.m. and to hear Items 3.D, 3.E, 3.F, and 3.G. Mayor Young seconded the motion. Roll call vote found Council Members Arriola and Mayor Young in favor. Council Members Bedolla, Evans and Mayor Pro Tem Davis opposed. Motion failed.

Council Member Evans motioned to open and continue Item 3.C, hear items 3.D and 3.E and continue items 3.F and 3.G. to a special meeting on Tuesday, June 27, 2023. Council Member Bedolla seconded the motion. Ms. Patel confirmed with Council Member Evans that as a part of the motion is to schedule a special meeting next Tuesday. Roll call found Council Members Bedolla, Evans and Mayor Pro Tem Davis in favor; passed and so ordered. Council Member Arriola and Mayor Young opposed.

3.C. City Council conduct a public hearing and adopt a resolution approving service revisions to the Tracer bus service effective August 1, 2023.

Mayor Young opened the public hearing.

Ed Lovell, Transit Manager provided a brief staff report.

There was no public comment.

ACTION: Motion was made by Council Member Bedolla and seconded by Council Member Evans to continue Item 3.C to a special meeting on June 27, 2023. Roll call found all in favor; passed and so ordered.

3.D Adopt a Resolution Accepting the Irrevocable Offer of Dedication of Fee Interest for 16 Acres of Community Park Land for an Aquatic Park (Aquatic Center), generally located at the Intersection of Corral Hollow Road and Summit Drive (Property), from Ellis Village, LLC to the City of Tracy, a Municipal Corporation (City), and directing the City Manager to take Requisite Actions to Effectuate the Acceptance of the Property.

Mayor Pro Tem Davis recused herself from the item due to proximity of real property.

Brian MacDonald, Parks and Recreation Director provided the staff report.

Steve Herum, representing the Surland Group stated at the conclusion of the June 13 meeting with the City Attorney they were asked to prepare a compromise and want to offer it to Council tonight for consideration. The objective of the proposal is to accelerate construction of the Aquatic Center without uncertainties that currently exist. The continued and intense disagreement between the City Attorney's office and Surland has not been positive and it is not contributed to accelerating the Aquatic Center construction

and operation. Surland designed City Hall and the Transit Station and did not receive any benefit. Community asked for their support for the project and there is no benefit. Emphasize this is a package deal and all four elements and Surland and the City must agree to all. Mr. Herum announced their four point package. Need time to work collaboratively with City staff and asked for the matter to be continued until September. If you accept the IOD tonight, creating uncertainty, expanding a dispute and don't have certainty of the land. This compromise expands when the Aquatic Center can start.

Ann Langley stated she was a member of original task force appointed by Council. It is said by some that we don't exist but have been working together for 18 years. If you listen and trust the community they will tell you what they want. Investment in the community that needs to be done to this plan. Don't need it broken into pieces and cherry picked, need it whole and soon.

Allie Lowe stated she was here on behalf of her mother, has petition signatures of aquatic supporters and would continue until we get an Aquatic Center. Please be the Council to get this done.

Sandy Taylor spoke about the Aquatic Task force and an opportunity to accept an offer and spoke about the proposal by Surland. Rise to the occasion, show leadership. Money and land are not enough. Want community driven plan and not start off with new plan.

Rosario Arulappan shared support for the Aquatic Center and stated the builder and City should work together to solve the issues and bring water park to Tracy, and spoke about the Mayor recommending signing the Aquatic Park petition.

Robert Tanner requested Council accept the 16 acres and get the full $10 million from Surland. Either we take it or lose it is what he is offering tonight. Spoke about the letter sent out about the Aquatic Park. Don't think the Aquatic Park can all be done in one shot at $65 million. We are money ready for Aquatic Park but we are interested in Multi-Generational facility that has to be done by bonds. Get Aquatic Park done first.

Heidi Yee asked Council to accept the 16 acres tonight. This facility would speak to young and old alike and shared support for the Aquatics Park.

Bran James talked about the money the City loses by not having the facility. Missing out on job and revenue opportunities. Accept the land.

A resident stated there is not much to do in Tracy. Tracy is losing out on opportunities to bring jobs and attraction to homeowners. Do what you need to do to get the land.

Alice English stated we all want the Aquatic Park. People not speaking for all of us. Tracy wants this Council to accept the 16 acres which is on the agenda. Requesting all City Council accept the 16 acres tonight.

Burnell Shull asked how for 18 years Surland has buffaloed the City. If I was told there was going to be an Aquatic Center and 18 years later don't have one,

would find the best lawyer and sue Surland. Asked Council to accept the land and we'll build our own Aquatic Center. Developers have ruined our City.

A resident asked Council to accept the land and not what the Surland Attorney said today. Showed the flyer, this is not what was shown. Leave behind the legacy. Vote to accept the land and do not accept what the attorney told you today.

Tim Silva stated back in 2006 when Les Serpa came up with conceptual design and he would build the Aquatic Park and we would take over the maintenance. Don't trust this company. Have not done what they promised to do. This is not Council's fault, it is Surlands fault. We can accept the 16 acres, thought we had already. They need to build the Aquatic Center.

Michel Bazinet stated the petition you saw is your constituents who want an Aquatic Center. Design was community driven. To think about starting again on design is adding years to the project. Concern we have, land is going to get transferred and Council will not build the community driven design. Respect the design.

Robert Nelson stated go forward with park and build at Ellis, the project is going to be built for young and old.

Hemal Gandhi shared support for the Aquatic Center and requested Surland to release to funds for Aquatic Center and if they don't then City take action and requested Council focus on Aquatic Center and work on revenues and projects that can be helpful. Take it to next level.

Mandar requested Council all vote yes and accept land and the $10 million belongs to City. Important milestone for moving forward and requested Council to come together and make a decision that supports all of us. Help the project move forward without roadblocks.

Venkata Y asked Council to vote yes on the item, don't see why we are waiting for so long and count on Council to sort out differences. Do not want Council negotiations on this.

A resident stated they would love to have a year-round swim team. Have swim photography job traveling around and see the financial benefit. Tracy could use something like that.

Council comments followed.

ACTION: Motion was made by Council Member Bedolla and seconded by Council Member Evans to adopt a Resolution accepting the Irrevocable Offer of Dedication of Fee Interest for 16 acres of community park land for an Aquatics Park (Aquatic Center), generally located at the intersection of Corral Hollow Road and Summit Drive (Property), from Ellis Village, LLC to the City of Tracy, a Municipal Corporation (City), and Directing the City Manager to take requisite actions to effectuate the acceptance of the property. Roll call found Council Member

Bedolla and Council Member Evans in favor. Mayor Young and Council Member Arriola opposed. Motion failed.

Mayor Pro Tem Davis rejoined the meeting at 1:52 a.m.

3.E. Adopt a Resolution of the City Council of the City of Tracy, California: A) Censuring Mayor Nancy Young for violations of the City of Tracy's Code of Conduct, Meeting Protocols and Rules of Procedure and other laws and B) Imposing a sanction for such violations.

Mayor Young noted that Council has received a copy of a letter from her Attorney today to the entire Council and directed to Mayor Pro Tem Davis, Council Member Bedolla and City Attorney, Bijal Patel. Mayor Young shared her concerns regarding the adopted amended Code of Conduct and the censure process.

Bijal Patel, City Attorney responded to Mayor Young's comments regarding the amended Code of Conduct and censure process.

Council Member Bedolla and Mayor Pro Tem Davis provided the staff report.

Pat Howell shared her concerns regarding the Council censuring the Mayor. Council Members that have less seniority and experience have ignored her requests and recommendations without adequate debate and reasoning and feels she has been unmercifully bullied. Shared concerns regarding Parliamentarian.

Daniel Helm stated he watched the news interview with the Mayor and her comments about racism were inappropriate and not in the best interest of the residents. Mr. Helm referred to examples of prior City staff that were removed stating there was no racism. The Mayor previously reported a hate crime and under investigation her allegations were deemed to be not credible. The now former City Manager was accused by three members of this Council of favoritism, poor performance, had the decency to resign with a payout. Mayor is ineffective and embarrassing and supported censuring the Mayor.

Mayor Young responded to Mr. Helm's comments.

Robert Tanner stated he has not always agreed with the Mayor as she has acted like a dictator, however, racism is racism. It can be minorities against each other and that is what he is seeing here tonight. Censure is another black mark on Tracy and putting another target on the citizens of Tracy.

Melissa Barret, speaking as 3rd Vice President on behalf of the NAACP Stockton branch read a statement. Ms. Barret agreed with Mayor Pro Tem Davis's quote that Council's needs to do better, there are issues in the City of Tracy regarding racism and corruption as seen in confirming statements from a Planning Commission Chair who recently resigned and information shared during the process with City Manager Rogers. Ms. Barret requested clarification on changes made to Code of Conduct made on June 6, and urged Council to reconsider the resolution especially in terms of the sanction.

Sandy Taylor stated it feels like hostile takeover. Tarnishing character of leadership and dividing our community. Respect our Mayor, works hard to bring things to Tracy, is available, listens and advocates for our City. Has conducted herself with the utmost of decorum. Disagree that she was shown disrespect for Council, staff or the community. Strongly suggest look in mirror before throwing stones.

Michel Bazinet stated in the 18 years he has been coming to Council, today is the worst. Generally with this Council there is a lack of professionalism that is shown in trying to censure the Mayor. This is a clear invitation for the Grand Jury to again criticize Tracy City Council for unethical and unprofessional behavior.

Alice English shared her concerns regarding the Mayor and lack of unprofessional, rudeness, violating the Brown Act, colluding, more division, not unity, calling the race card, unethical calling the City Council corrupt and needs to be held accountable. Ms. English further stated she had a right to speak and the Mayor stopped her from talking about it, and supported censuring the Mayor.

James Young spoke about taking Ms. English to court for defamation of character. The people elected the Mayor four times and two times as Mayor so you are the people's choice. The three-two vote always vote the way they have planned to, have private meetings and come with statements already made.

Council Member Evans responded to Mr. Young's comments.

Vee Bee stated Council is overriding the Mayor when she is speaking and turn to the City Attorney with policy that needs to be looked into. Mayor has brought programs, millions of dollars to the City and reelected as Mayor. Looking for legal ways into investigations about things that have been said by all Council.

Laverne Jackson stated Mayor Young from day one has been adamant about bringing the City and Council Members together as Team Tracy. Difficult to build a community when Council Members do not listen to the voice of the people and referred to the nomination of the Mayor Pro Tem. Mayor has integrity. Shared concerns regarding the May 16 Council meeting and any type of censorship against the Mayor.

Bernice Tingle stated the times she has come to the Council meeting has paid attention to obvious division amongst Council. Council could benefit from governance training. The Mayor represents Tracy well. The actions and ways the Mayor is treated and disrespected causes problems with community trust. Need to work together and get along because you are hurting Tracy.

Council comments followed.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Bedolla to adopt **Resolution 2023-120** a resolution of the City Council of the City of Tracy, California: A) Censuring Mayor Nancy Young for violations of the City of Tracy's Code of Conduct, Meeting Protocols and Rules of Procedure and other

laws; and B) Imposing a sanction for such violations. Roll call found Council Members Bedolla, Evans and Mayor Pro Tem Davis in favor; passed and so ordered. Council Member Arriola and Mayor Young opposed.

3.F City Council 1) adopt an Urgency Ordinance, pursuant to Government Code, § 36937(d), revising Section 6.04.310 of the Tracy Municipal Code to correct typographical errors regarding business tax categories to take effect immediately upon adoption and 2) introduce an Ordinance revising Section 6.04.310 of the Tracy Municipal Code to correct typographical errors regarding business tax categories.- **Item continued to June 27, 2023 special meeting.**

There was no public comment on item 3.F.

3.G City Council (1) receive an informational report regarding the Fiscal Year 2023-2024 and 2024-2025 City Council Strategic Priorities, (2) provide feedback on strategic priority goals and objectives, and (3) by motion, accept the City Council Workshop Report as the February 4 and 5, 2023 Special Meeting Minutes. – **Item continued to June 27, 2023 special meeting.**

There was no public comment on item 3.G.

4. ITEMS FROM THE AUDIENCE – Robert Tanner shared his concerns regarding fireworks going off in Tracy and wished Council would not allow any fireworks in Tracy.

Alice English stated back on March 6 there was a meeting regarding bonds and at that time there was a letter from Surland and Council Member Arriola and Mayor Young denied they did not get the letter from Surland but confirmed that night everyone got the letter and the letter eluded that he had no intention to give the land. PRA was done. He had that information in April so for Mayor to allow their attorney to speak. Misleading to people in audience. What he spoke about was not on record. Who really cares about the people, and who wanted the Aquatic Center without conditions. Asked what happens next regarding land for the Aquatic Center.

Council Member Arriola and Mayor Young objected to the characterization.

Daniel Helm appreciated Council Member Bedolla, Mayor Pro Tem Davis and Council Member Evans actions and agreed it needed to happen. Hoped Mayor Young learns something, and it doesn't happen again. Do not speak ill of the dead.

Gabriela Machuca stated she needs help with her project to be moved forward and help with Tracy Municipal Code mobile food ordinance to be changed.

Midori Lichtwardt, Interim City Manager responded the mobile food ordinance item will be coming back after July and responded to the Mayor that a memo can be sent to Council. Staff has been working with Mr. and Mrs. Machuca and they are scheduled for the next Planning Commission on June 28, 2023.

5. STAFF ITEMS – None

6. COUNCIL ITEMS – Council Member Bedolla stated due to the time sensitivity of the item and since there will be no Tracy Homelessness Advisory Committee meeting scheduled in July, he moved staff bring directly to the Council a resolution approving a procurement contract with Linked Equipment for containers at Arbor Avenue. Mayor Pro Tem Davis seconded the motion.

   Bijal Patel, City Attorney clarified at the previous Tracy Homelessness Advisory Committee (THAC) meeting there was an informational item that had different options for THAC to consider and they selected one of those options. However, because there is no meeting of THAC before the Council recess and there is time sensitivity about the procurement to meet the grant deadline they are making a motion to have the actual action item directly to Council on July 5, 2023.

   Council Member Arriola wished everyone a happy Juneteenth, happy summer solstice, happy 4th of July and asked staff to evaluate the viability of the Surland proposal. Mayor Young seconded the request.

   Mayor Young wished everyone a happy 4th of July, happy Juneteenth and reported on events she attended. Mayor Young announced Lee Nelson from TAAA has passed. Announced July 4 events: Balloon lift off at the park and Breakfast Lions will be cooking pancakes and TCCA will have a parade and at Tracy High School will have a light show. There will be a special meeting on July 5, 2023. It will be the only meeting for the month of July.

7. ADJOURNMENT – Time: 3:45 a.m. Wednesday, June 21, 2023.

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

The above agenda was posted at the Tracy City Hall on June 16, 2023. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

July 5, 2023

Agenda Item 1.B

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving the City of Tracy's Updated Transit Division Title VI Program.

EXECUTIVE SUMMARY

The City of Tracy (City) receives funding from the Federal Transit Administration and is required to meet the regulations under Title VI of the Civil Rights Act of 1964. The City's Title VI Program (Program) must be updated every three years and be approved by City Council.

BACKGROUND AND LEGISLATIVE HISTORY

The Program is a requirement for Federal Transit Administration (FTA) funding. Section 601, under Title VI of the Civil Rights Act of 1964, states the following: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

FTA Circular 4702.1B provides recipients of FTA financial assistance with guidance and instructions to carry out United States Department of Transportation Title VI regulations (49 CFR Part 21). The City is updating its Program to be compliant with FTA's requirement that such Title VI plans be updated every three years. One of the requirements to remain in compliance is to have the plan approved by the City Council.

ANALYSIS

The City's Program was developed to guide the City TRACER in its administration and management of Title VI-related activities. It contains information on how the City ensures that no one is discriminated against in their efforts to use the City's TRACER public transit system.

In addition, the Title VI Program contains a public outreach plan that details efforts on how to reach out to the public in regards to changes in service levels or fare increases, and how to ensure that those with limited English proficiency are able to engage in the public process.

The Plan is necessary in part to remain eligible for continued funding from the FTA.

If approved, the Program will be on file at the City Transit Station and available on the City's website.

Once approved by the City Council, the document will also be submitted to FTA for review and final approval.

FISCAL IMPACT

Approval of the City of Tracy Transit Division Title VI Program is required for continued FTA funding.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

That the City Council adopt a resolution approving the City of Tracy Transit Division Title VI Plan.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: Adriana Castañeda, Mobility & Housing Director
Sara Cowell, Finance Director
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:
Attachment A – City of Tracy Title VI Program

City of Tracy TRACER
Title VI Program
&
Limited English Proficiency Plan

TRACER Fixed Route & Paratransit Systems

2023

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City of Tracy TRACER Title VI Program
TRACER Fixed Route and Paratransit Systems

I. Program Statement

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.

Section 601 under Title VI of the Civil Rights Act of 1964 states the following:
"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

City of Tracy TRACER is committed to ensuring that no person is excluded from participation in or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1B.

This Program was developed to guide the City of Tracy TRACER in its administration and management of Title VI-related activities.

Title VI Coordinator Contact Information

Jayne Pramod, Transit Coordinator
50 E. 6th Street
Tracy, California 95376
Phone: (209)831-6214
E-mail: jayne.pramod@cityoftracy.org

II. Title VI Information Dissemination

Title VI information posters shall be prominently and publicly displayed in the City of Tracy's transit facility and on revenue vehicles. The name of the Title VI coordinator is available on the City of Tracy's TRACER website, at www.ridetracer.com. Additional information relating to nondiscrimination obligation can be obtained from the City of Tracy TRACER Title VI Coordinator. The City of Tracy provides transit service through a Contractor, MTM Inc. ("Contractor").

Title VI information shall be disseminated to City of Tracy's TRACER employees and Contractor's employees annually via the Employee Education form (see Appendix A). This form reminds employees of the City of Tracy's policy statement, and of their Title VI responsibilities in their daily work and duties.

During New Employee Orientation, new employees shall be informed of the provisions of Title VI, and the City of Tracy TRACER expectations to perform their duties accordingly.

City of Tracy Transportation Division Employees and Contractor's General Manager shall be provided a copy of the Title VI Program.

III. Subcontracts, Vendors and Sub-recipient

All subcontractors and vendors who receive payments from City where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended.

Written contracts shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

City of Tracy does not have any sub-recipients.

IV. Record Keeping:

The Title VI Coordinator will maintain permanent records, which include, but are not limited to copies of Title VI complaints or lawsuits and related documentation, records of correspondence to and from complainants, and Title VI investigations.

Since the last Title VI Program submission, there have been no public transportation-related Title VI complaints, investigations, or lawsuits.

V. Title VI Complaint Procedures

How to file a Title VI Complaint?
The complainant may file a signed, written complaint up to one hundred and eighty (180) days from the date of the alleged discrimination. The complaint should include the following information:

- Your name, mailing address, and how to contact you (i.e., telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against. Include the location, names and contact information of any witnesses.
- Other information that you deem significant.

Verbal complaints will be accepted and transcribed by the Title VI Coordinator for any complainant unable to complete the form. Verbal complaints may be filed in person at City of Tracy Transit Station, 50 E. Sixth Street or by phone 209-831-6214.

A complainant may file a complaint directly with the United States Department of Transportation and/or the California Department of Transportation. If a complaint is filed with the City of Tracy TRACER and an external entity simultaneously, the external complaint may supersede the complaint to the City of Tracy and the internal complaint procedures will be suspended pending the external entity's findings.

Within 15 business days of receipt of a formal complaint, the Title VI Program Coordinator will send the complainant an acknowledgement letter and begin an investigation (unless the complaint is filed with an external entity first or simultaneously). The investigation will address complaints filed against transit service offered by the City of Tracy TRACER and will include discussion(s) of the complaint with all affected parties. City of Tracy TRACER will provide appropriate assistance to complainants who have difficulty with disabilities, or who are limited in their ability to communicate in English. Failure of the complainant to provide requested information within 15 business days of the date of the City of Tracy TRACER information request letter may result in the administrative closure of the complaint. The complainant may be represented by a representative of his or her choosing and may bring witnesses and present testimony and evidence in the course of the investigation.

The Title VI Complaint Form (see Appendix C) may be used to submit the complaint information. The complaint may be filed in writing with Jayne Pramod at the following address:

City of Tracy
Attn: Title VI Coordinator
Jayne Pramod, Transit Coordinator
50 E. 6th Street
Tracy, California, 95376

NOTE: City of Tracy TRACER encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. For complaints originally submitted by facsimile, an original, signed copy of the complaint must be mailed to the Title VI Coordinator as soon as possible, but no later than 180 days from the alleged date of discrimination.

What happens to the complaint after it is submitted?

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by City of Tracy TRACER will be directly addressed by City. City of Tracy TRACER shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, City of Tracy TRACER shall make every effort to address all complaints in an expeditious and thorough manner.

A letter acknowledging receipt of complaint will be mailed within seven calendar days (Appendix D). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

How will the complainant be notified of the outcome of the complaint?

City of Tracy TRACER will send a final written response letter (see Appendix E or F) to the complainant. In the letter notifying complainant that the complaint is not substantiated (Appendix F), the complainant is also advised of his or her right to 1) appeal within seven calendar days of receipt of the final written decision from City of Tracy, and/or 2) file a complaint externally with the appropriate federal agency. Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

Once sufficient information for investigating the complaint is received by City of Tracy, a written response will be drafted subject to review by the City attorney. If appropriate, City of Tracy attorney may administratively close the complaint. In this case, City of Tracy TRACER will notify the complainant of the action as soon as possible.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following office:

Federal Transit Administration (FTA)
Region IX
Attention: Title VI Coordinator
201 Mission Street, Suite 1650
San Francisco, CA 94105

VI. Limited English Proficiency (LEP) Plan

Please see 'Appendix L: City of Tracy TRACER Limited English Proficiency Plan'.

Title VI Policy

Policy:

City of Tracy TRACER is committed to ensuring that no person, on the basis of race, color, national origin, will be excluded from participation in or subjected to discrimination in the level and quality of transit services or related benefits provided by the City of Tracy TRACER employees, affiliates, and contractors.

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of the City of Tracy TRACER and its affiliates are expected to consider, respect, and observe this policy. Citizen questions or complaints shall be directed to City of Tracy Title VI Coordinator.

Appendix B: Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of the City of Tracy TRACER Title VI Program. I have read the program and am committed to ensuring that no person is excluded from participation in, or denied the benefits or services delivered by the City on the basis of race, color, or national origin, as protected by Title VI.

_____
Your signature

_____
Print your name

_____
Date

Appendix C: TITLE VI COMPLAINT FORM

City of Tracy TRACER
Title VI & Related Statutes Discrimination Complaint Form

SECTION 1

Name of Complainant:_____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (_____) _____E-mail:_____

What is the most convenient time for us to contact you about this complaint?_____

☐Citizen ☐Employee ☐ Applicant ☐Vendor

Accessible format requirements? ☐Large print ☐Audio tape ☐Other: _____

SECTION 2

Are you filing this complaint on your own behalf? Yes/ No

If you answered yes to this question, go to Section 3.

If not, please supply your name and your relationship to the person for whom you are complaining:

Name: _____Relationship: _____

Please explain why you have filed for a third party:

_____

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of the third party: Yes/ No

SECTION 3

I believe the discrimination I experienced was based on (check all that apply):

☐Race ☐Color ☐National Origin:_____

Date of Occurrence: _____

Location of Occurrence: _____

Please include the earliest and most recent dates of discrimination.

Name(s) & Title(s) of the person(s) I believe discriminated against me:

_____

_____

The action or decision which caused me to believe I was discriminated against is as follows:
(Please explain as clearly as possible what happened and why you believe your benefits were denied, delayed, or affected. Include how other persons were treated differently from you. Attach additional page(s), if necessary)

_____

_____

_____

_____

Please list any and all witness names and phone numbers:

_____

_____

_____

_____

Please state the remedy or action you are seeking for the alleged discrimination:

_____

_____

_____

The law prohibits retaliation against anyone because he/she has taken action, or participated in an action, to secure rights protected by these laws. If you feel you have been retaliated against (separate from the discrimination alleged above), please explain the circumstances below:

_____

_____

SECTION 4

Have you previously filed a Title VI & Related Statutes complaint with this agency?
☐Yes ☐No

SECTION 5

Have you filed, or intend to file, this complaint with any other Federal, State, or local agency, or with any Federal or State Court?
☐Yes ☐No

If yes, check all that apply:
☐U.S. Equal Employment Opportunity Commission ☐Dept. of Fair Employment & Housing
☐Federal Highway Administration/ U.S. Dept. of Transportation (USDOT) ☐ Federal Transit Administration/USDOT ☐Federal or State ☐Court Local Agency

Please provide information about a contact person at the agency/court where the complaint was filed:

Name: _____ Title: _____

Agency/Court: _____

Address: _____

Telephone Number: _____

Date Filed: _____Case Number:_____Date of Trial/Hearing_____

You may attach additional written materials or other information you think is relevant to your complaint. Note: The use of the complaint form is not mandatory. You may submit your complaint in any form that includes your signature. Please sign and date the complaint form below.

I certify that the above information is true and correct to the best of my knowledge.

Signature:_____ Printed Name:_____ Date: _____

Please return to:
Jayne Pramod
City of Tracy Title VI Coordinator
50 E. Sixth Street
Tracy, CA 95376

ADA Notice: Upon request, reasonable accommodation will be provided in completing this form, or copies of the form will be provided in alternative formats. Contact the ADA / Section 504 Coordinator at the address listed above, via telephone (209) 831- 6214 or via fax (209) 836 – 8955 or via e-mail at Jayne.pramod@cityoftracy.org

Ciudad de Tracy
Formulario de Queja de Título VI Estatutos Relacionados

AVISO DE INFORMACÓN PERSONAL

De acuerdo con la Ley de Información Confidencial Federal (P.L. 93-579) y el Acto de Prácticas de Información de 1977 (Secciones de Código daes Civiles 1798, y seq.), el aviso es por este medio dado para la petición de la información personal por esta forma. La información personal solicita voluntaria. El objetivo principal de la información voluntaria es facilitar el procesamiento de esta forma. La falta de proporcionar toda o cualquier parte de la información solicitada puede retrasar el procesamiento de esta forma. Ninguna revelación de la información personal será hecha a menos que no permisible bajo el Articulo 6, la Seccion 1798.24 del IPA de 1977. Cada individuo tiene el derecho sobre petición e identificación apropiada, inspeccionar toda la información personal en cualquier registro mantenido en el individuo por una identificación particular.

SECCIÓN 1

Nombre de

Demandante: _____

Domicilio: _____

Ciudad: _____ Estado: _____ Código postal:

_____

Teléfono: (_____) _____

E-mail:_____

☐Ciudadano ☐Empleado ☐ Solicitante ☐Vendedor

¿Requisitos de formato accesible?☐ Letra grande ☐Cinta de audio ☐Otros:

_____

SECCIÓN 2

¿Está presentando esta queja por si mismo? ☐Sí ☐No

Si respondió sí a esta pregunta, vaya a la sección 3.

Si no es así, por favor proporciones el nombre y el parentesco con la persona por la cual presenta su queja:

Nombre: _____

Parentesco: _____

Por favor explique por qué está declarando por un tercero:

_____

Por favor confirme que ha obtenido la autorización de la parte perjudicada si está presentando en nombre de un tercero:☐ Sí ☐No

SECCIÓN 3

Yo creo que la discriminación que experimenté fue basado en (marque todo lo que corresponda):

☐Raza ☐Color ☐Origen nacional:_____
Fecha del hecho: _____

Lugar del hecho: _____

Por favor, incluya las fechas más tempranas y más recientes de discriminación.

Nombre(s) y oficio(s) de la(s) persona(s) que creo me discriminaban:

_____

_____

La acción o decisión que me llevó a creer que fui discriminado es lo siguiente:
(Por favor explica tan claramente como posible lo que ocurrió y la razón que usted cree que sus beneficios fueron negados, diferidos o afectados. Incluya información sobre como otras personas fueron tratada en una manera diferente de usted. Puede adjuntar páginas adicionales, si es necesario.)

_____
_____
_____
_____

Por favor escriba los nombres y los números de teléfono de cualquier o todos los testigos:

_____
_____

Por favor indique lo que usted piensa ave debería hacerse para resolver la queja:

_____
_____
_____

Las leyes prohíben represalias contra cualquier persona porque él/ella ha tomado medidas, o participado en una acción, para garantizar los derechos protegidos por estas leyes. Si usted siente que ha sido victima de represalias (separada de la discriminación alegada arriba), explique las circunstancias siguientes:

_____
_____
_____

SECCIÓN 4

¿Ha presentado previamente una queja de Título VI y Estatutos Relacionados con esta agencia?
☐Sí ☐No

SECCIÓN 5

¿Ha presentado esta queja con otra agencia Federal, Estatal o Local o con cualquier Corte Federal o Estatal? ☐Yes ☐No

En caso que sí, marque lo que corresponda:

☐Comisión de Igualdad de Oportunidades en el Empleo ☐Dept. de Empleado y Alojamiento Justo
☐Administración de Carretera Federal/Departamento de Transportación de EE.UU. (USDOT)
☐Administración de Tránsito Federal de EE.UU. /USDOT ☐Corte Federal o Estatal ☐Agencia Local

Por favor proporcione información sobre una persona de contacto en la agencia/tribunal donde se presentó la queja:

Nombre: _____

Título: _____

Agencia/Corte: _____

Domicilio: _____

Número de teléfono: _____

Fecha archivado:_____ Número de caso:_____

Fecha de juicio:_____

Puede agregar materiales escritos adicionales o otra información que considere relativa a su queja.

Nota: El uso de la forma de queja no es obligatorio. Usted puede presentar su queja en cualquier forma que incluya su firma. Por favor, firma y fecha el formulario de queja a continuación.

Certifico que la información mencionada es verdadera y correcta a mi conocimiento.

Firma:_____ Nombre escrito:_____
Fecha: _____

Por favor envíar a:
Jayne Pramod, City of Tracy Title VI Coordinator
50 E. Sixth Street
Tracy, CA 95376

A petición, ajustes razonables serán proporcionados para completar este formulario, o se proporcionará copias del formulario en formatos alternativos. Póngase en contacto con el Coordinador del ADA/Sección 504 en la dirección mencionada anteriormente, a través del teléfono (209) 831 -6214 o por correo electrónico Jayne.pramod@cityoftracy.org

Appendix D: Letter Acknowledging Receipt of Complaint

Today's Date

Ms. Jane Doe
1234 Main St.
Tracy, CA 95376

Dear Ms. Doe:
This letter is to acknowledge receipt of your complaint against the City of Tracy TRACER alleging _____.
An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning (209) 831-6214, or write to me at this address.

Sincerely,

Jayne Pramod, Transit Coordinator
Title VI Coordinator

Appendix E: Letter Notifying Complainant that the Complaint Is Substantiated

Today's Date

Ms. Jane Doe
1234 Main St.
Tracy, CA 95376

Dear Ms. Doe:
The matter referenced in your letter of _____ (date) against the City of Tracy TRACER alleging Title VI violation has been investigated.

(An/Several) apparent violation(s) of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter (was/were) identified. Efforts are underway to correct these deficiencies.

Thank you for calling this important matter to our attention. You were extremely helpful during our review of this matter. ***(If a hearing is requested, the following sentence may be appropriate.)*** You may be hearing from this office, or from Federal authorities, if your services should be needed during the administrative hearing process.

Sincerely,

Jayne Pramod, Transit Coordinator
Title VI Coordinator

Appendix F: Letter Notifying Complainant that the Complaint Is Not Substantiated

Today's Date

Ms. Jane Doe
1234 Main St.
Tracy, CA 95376

Dear Ms. Doe:
The matter referenced in your complaint of _____ (date) against the City of Tracy alleging _____ has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964, have in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving Federal financial assistance.

The City has analyzed the materials and facts pertaining to your case for evidence of the City's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to appeal this decision within seven calendar days of receipt of this final written decision from the City to the appropriate Federal agency.

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to contact me.

Sincerely,

Jayne Pramod, Transit Coordinator
Title VI Coordinator

Appendix G: Notice to Beneficiaries

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The City of Tracy is committed to ensuring that no person is excluded from participation in, or denied the benefits of services it provides on the basis of race, color, or national origin.

If you feel you are being denied participation in or being denied services provided by the City of Tracy, or otherwise being discriminated against because of your race, color, national origin, you may contact:

City of Tracy
Jayne Pramod, Transit Coordinator
50 E. 6th Street
Tracy, California 95376
Phone: (209)831-6214
Email: jayne.pramod@cityoftracy.org

If you, or someone you know, requires language assistance, please contact the Transit Coordinator listed above.

City of Tracy TRACER Public Participation Plan

PUBLIC PARTICIPATION

The City of Tracy Transit System, TRACER, has a Public Participation Plan for ensuring compliance with FTA requirements for a locally developed public participation process to allow, encourage and monitor citizen participation in transit decision-making process, with special attention paid to soliciting input from low-income, minority, and Limited English Proficient (LEP) populations that are traditionally under-represented. In addition, the City will ensure that all citizens are afforded the right to be involved in the public participation process regardless of race, color, national origin, as required by Title VI of the Civil Rights of 1964 and Related Statutes, or any other criteria prohibited by law.

City of Tracy recognizes the importance of participating in a wide variety of public meetings and workshops to share information about transit programs, activities, and services in order to collect information from users of TRACER bus services. A summary of Outreach Activities performed in this reporting is attached **as Appendix I**

It is through these conversations that transit staff receives input regarding transit issues and concerns from disadvantaged citizens, including senior citizens, minorities, low-income, and persons with physical or cognitive disabilities. All transit-sponsored meetings or activities are conducted in ADA accessible locations and have ready access to public transit services (fixed-route, paratransit and on-demand).

Information on public outreach meetings is widely disseminated on City of Tracy website, at the Transit Station, on the buses, and through social service agencies to maximize awareness that all transit users and interested citizens are welcomed as part of the decision making process.

Procedures for City of Tracy TRACER

The City of Tracy Transit System, TRACER, follows the public participation procedures outlined below to ensure that minority and Limited English Proficient (LEP)
Populations are included in Transit service decisions related to major service changes, fare increases and Program of Projects (POP).

A major change in service includes:

- Reduction in total system vehicle revenue hours of 25% or more;
- Elimination of service in an area with population of 2,000 or more;
- Elimination of service on one or more days of the week; or
- Changing the type of transit service in an area with population of 2,000 or more.

A fare increase includes:
• Increase in single ride fare type for any transit service; or
• Decrease in the discounts offered for fare categories.

Process
For any major service change or any fare increase as defined above, the City of Tracy will schedule a public hearing to present the proposed change(s) and obtain public comment. In addition, the City will present the proposed changes and request comments at the Social Services Transportation Advisory Committee (SSTAC) public meeting and Transportation Advisory Commission (TAC) public meeting. All public comments received will be addressed at the respective meeting to the extent possible. If it is not possible to address the comment at the meeting in which it is given, staff will give further evaluation to the comment and provide a recommendation.

The **Social Service Transportation Advisory Council (SSTAC**), created by Senate Bill (SB) 498 to meet requirements in state law, advises the Board on transit related issues for traditionally under-represented and underserved populations such as the elderly, disabled, low-income, and minority (i.e. Black, Hispanic, Asian American, Native American/ Alaskan Native, and Pacific Islander) community groups. It annually participates in the identification of transit needs in the region via the Unmet Transit Needs process and makes recommendations to the Board in their annual unmet transit needs determination and finding. The SSTAC meets jointly with the ITC on a monthly basis. The meetings are generally scheduled for 3:00 PM on the Monday following the Board meeting. The meetings are open to the public. Meeting agendas can be found on SJCOG website https://www.sjcog.org/ Membership of this committee is comprised of residents of San Joaquin County who are seniors, social service providers, transit users, and disabled. Members of SSTAC are appointed by the SJCOG Board.

Transportation Advisory Commission (TAC) appointed by City Council, to be advisors to the City Council, review or comment upon, address various public transportation issues, advise on service levels and routes. Recommend rules and procedures governing public transportation service programs, equipment and facilities considering regulatory guidelines, service improvements, coordination, efficiencies, protection of property, service improvements and activities of persons utilizing transportation service and facilities. Recommend rates, fares, user fees, charges and deposits for the use of transportation service programs and facilities. Review surveys and facilitate public input on public transportation programming and facility usage. Identify transportation infrastructure needs and recommend allocation of funds for capital expenditures related to transportation improvements. Review grants, budgets, facility developments and designs, and transportation programs. Advise the Council on the subject of comprehensive citywide public transportation master planning and development. Review, monitor, and make long-range recommendations concerning public transportation and connectivity sections of related environmental impact reports of development projects during the public review period and other similar documents. Recommend and promote marketing strategies for community outreach programs in order to strengthen the transportation image, increase usage, and integrate its role within the community. Recommend to the Council, after public input, the adoption, amendment or repeal of ordinances, resolutions, or requirements pertaining to public transportation within the City. Meetings are held on the second Thursday of each month, at the Tracy Transit Station, 50 E. Sixth Street, Tracy, California. The agendas for the advisory committees are posted at City Hall, Tracy Transit Station and Tracy Library at least 72 hours before the meeting. Also, the agenda and the staff report package is posted on our website at www.cityoftracy.org and copies are made available at the Tracy Transit Station office during typical business hours. TAC meetings are held outside of typical

business hours to provide the greatest opportunity for members of the public to participate. Time is available at the beginning of each TAC meeting for public to address issues not on the agenda. In addition, the public is provided the opportunity to address the Commission on each agenda item after staff has provided the staff report. A list of the TAC members is provided on the City website (www.cityoftracy.org)

TRANSPORTATION ADVISORY COMMISSION MEMBERS

Gary Cooper
Appointed: April 17, 2019
Term Expires: April 30, 2025
Race: African American

Tim Silva
Appointed: December 3, 2013
Term Expires: April 30, 2026
Race: Caucasian

Maurice Francis
Appointed: October 5, 2022
Term Expires: April 30, 2025
Race: Asian

Sharanjit Dhillon
Appointed: May 19, 2021
Term Expires: April 30, 2025
Race: East Indian

Rajpal Dhillon
Appointed: May 1, 2022
Term Expires: April 30, 2026
Race: East Indian

Brown Act (Government Code sections 54950-54962)
Transportation Advisory Commission meetings must comply with the Ralph M. Brown Act (Brown Act), which governs all public meetings and actions of governing boards or local and regional public agencies and their created bodies. Requirements of the Brown Act also apply to any committee or other subsidiary body of a local or regional agency, whether permanent or temporary, decision making or advisory, which is created by such a governing board. The Brown Act sets minimum standards for open meetings relative to access to the public, location of meetings, notice posting, agenda distribution, and public input. It is City of Tracy's aim to achieve and exceed these minimum requirements.

The primary source of service and fare changes will be the Short Range Transit Plan and its approval will fulfill these requirements. Consistent with all City public hearings, legal notice of public hearings will be published in a local newspaper of general distribution at least 14 days prior to the public hearing. Additional notices will be placed at City Hall, City of Tracy Transit Station, on transit vehicles, and on the City's Transit webpage (www.ridetracer.com). The public hearing will be scheduled at a time and place accessible to and convenient for the general public to attend. A staff person will record and prepare formal minutes of the public hearing.

Program of Projects
San Joaquin Council of Governments (SJCOG) is the Metropolitan Planning Organization for San Joaquin County. The City of Tracy relies on SJCOG's public participation process to satisfy its public participation requirements for the Program of Projects (POP). SJCOG has a Public Participation Plan that was adopted by the SJCOG Board on April 24, 2014. SJCOG provides outreach to a number of minority and Limited English Proficient organizations, including but not limited to:
African American Chamber of Commerce of San Joaquin County
Asian Pacific Self-Development Residential Association
California Miwok Tribe
California Tribal Partnership
Candelaria American Indian Council
Central Valley Asia-American Chamber of Commerce
El Concilio (Council for the Spanish-Speaking)
Lao Family Community of Stockton, Inc.
Lao Khmu Association, Inc.
NAACP, Stockton Branch
San Joaquin Hispanic Chamber of Commerce
United Cambodian Families
Vietnamese Voluntary Foundation (VIVO)

The City of Tracy will work with these organizations, as well, as part of its outreach.

Outreach to Engage Minority and Limited English Proficient Populations
The City of Tracy will continue assessing the language needs of citizens in its service area through its Language Assistance Plan (LAP), which is described in greater detail in a subsequent section of this Title VI program. To the greatest extend possible, to elicit public participation from minority and Limited English Proficient (LEP) populations, the City will engage in one or more of the following outreach activities:

Public outreach may include attending already existing community meetings and gatherings, such as school meetings, faith-based events, and other community activities in order to invite participation from LEP populations who may not attend hosted public events.

The City will ensure that non-English language interpretation will be available at any public meeting or workshop, as is appropriate and necessary.

Notices will be bilingual, or Spanish language notices will be developed and posted concurrently with English notices, as deemed necessary.

The City will distribute event information to community groups and agencies that work with LEP populations, if such contacts exist.

The City will contract to provide language assistance or interpretation services for customers that are non-English speaking, as deemed necessary.

Outreach techniques
Engaging minority and Limited English Proficiency (LEP) populations can be challenging. Below is a list of outreach techniques that the City of Tracy TRACER will use to actively solicit public input in the planning process of a project.

Public Meetings, Public Hearings, Open Houses & Focus Groups:
The City will host public meetings, public hearings, open houses and/or focus groups to discuss topics/projects of interest with the public. When hosting public meetings, the City will provide adequate notice to the public and follow all federally and state prescribed guidelines regarding public comment periods. At meetings, the City will utilize visualization aides such as power points and maps to assist the public in understanding the topics addressed.

City of Tracy TRACER public meetings, public hearings, open houses and focus groups will be scheduled at a time and place accessible to and convenient for the general public to attend.
A staff person will record and prepare formal minutes of the public hearing.

Notices to the Public:
The City will include notations in public notices in appropriate non-English languages that provide a contact through which the individual can be informed in their language of the process/project, and the individual will have the opportunity to provide input.

Notice of TRACER public hearings will be published in accordance with the City of Tracy's agenda publication guidelines for public meetings. Additional notices will be placed at City Hall, posted at the Tracy Transit Station and on the City's webpage
(www.cityoftracy.org & www.ridetracer.com)

Website: The City of Tracy and TRACER website offers a user-friendly structure and linguistic style understandable to lay people interested in projects and the planning process.

Language Identification Cards: Members of the public may identify their language needs to staff by pointing to their language on the City's language identification cards. These cards will be available at public meetings and with reservationists at Tracy Transit Station.

Since the City of Tracy's submission of its last Title VI Program, the City has not had a major service change or fare increase. However, the City has provided outreach to Limited English Proficient populations by providing the following:

• "Language Identification Flash cards" at public meetings and with reservationists at Tracy Transit Station;
• Google Translate services on the City's transit website (www.cityoftracy.org or www.ridetracer.com)
• Google Translate tool on reservationist computers.

Appendix I: Outreach Efforts since Last Title VI Program Submission

Summary of Outreach Efforts				
Event	**Date**	**Populations Represented**	**Items of Discussion**	**Outcome**
City of Tracy Transportation Advisory Commission: monthly meetings, open to the public, Notices are posted in City Hall. Meetings have initial topics to address and are open to any area of concern brought up in the meeting.	Monthly	Local govt. representatives area residents, and Passengers	Agendas include transit funding decisions, impact of local projects, and transit service changes.	Forum provides opportunity for additional community oversight of decisions, presentation of more planning detail, and opportunity to address coordination issues across projects.
SJCOG Social Services Transportation Advisory Council - monthly meetings, open for public comment, which connect transportation planning staff, transit providers, and area social services.	Monthly	Local government representatives social service agency staff, advocacy group staff, and area residents	Agendas include public comment, transit impact on social programs, transit performance and policy changes, and discussion of funding opportunities.	Forum provides opportunity to discuss change impacts with local social services, coordinate changes with other transit providers, coordinate projects with other agencies, and address service issues.
Unmet Transit Needs- Tracy Public Hearing- to receive potential unmet transit needs from the public. two meetings 1) Tracy Transit Station 2) City Council	Annual/ Oct 16, 2018 Oct 15, 2019	Attendees included representatives of Transit agencies, disabled passengers, and low income passengers.	Concerns raised were: 1.Better intercity bus connection 2.Amenities at the bus stop	By the Unmet Transit Needs Assessment process definition neither of these issues were determined to be un unmet need reasonable to meet.

Farmers Market: Open House - Transit Commission (TAC) hosted a drop in open house at the City booth ,Downtown Farmer's Market Event on Saturdays.	Annual April 2018 to October 2018 April 2019 to October 2019	All local groups and ethnicities represented in this large community event.	Primary topics are basic transit use topics - how to plan a ride, how to locate stops, how to ride the bus. Last year, TAC also handed out Schedule brochures information on TAC and Unmet Transit Needs Public Hearing info	TAC members handed out Bus Ride Guides and guided members of the public in how to get questions answered, and how to participate TAC public meetings.
Senior Resource Fair	Annual May 4, 2018 May 3, 2019	Attendees included representatives of Transit agencies, local groups and seniors	Included topics on how to use public transportation and door to door paratransit service.	Public transit information given to seniors in attendance.
Short Range Transit Plan	May 16 2018 Aug 22, 2018 Nov 8, 2018 May 21, 2019 July 11, 2019 Aug 20, 2019	Attendees included representatives of local groups, residents, seniors, disabled passengers, and low income passengers	Meeting topics included fixed route and paratransit service route design, local versus regional service, regional coordination, fare policy and rates, and technological enhancements	Completion of SRTP with input from the community.

Appendix J: System-Wide Service Standards

System-Wide Service Standards

Chapter IV of FTA Circular 4702.1B discusses the additional reporting requirements for recipients of FTA funding that operate fixed route transit service, in order to ensure that the agency complies with DOT Title VI regulations. The requirements only apply to fixed route service, not Paratransit Service. Per Circular 4702.1B definitions, "Fixed route refers to public transportation service provided in vehicles operated along pre-determined routes according to a fixed schedule."

City of Tracy TRACER qualifies for a reduced level of Chapter IV reporting. If a fixed route transit provider does not operate 50 or more fixed route vehicles in peak service, the transit provider is only required to set system-wide standards and policies.

Outlined below are the system-wide service standards for TRACER.

1. Vehicle Load for Fixed Route Service
Vehicle Load is expressed as the ratio of passengers to the number of seats on a vehicle, relative to the vehicle's maximum load point.

The City of Tracy will strive to have vehicle loads not exceed vehicles' achievable capacities, which are 17 seats for 24-foot buses, 27 seats for 30-foot buses and 33 seats for the 35 foot Gillig. Standing passenger capacity can range for each type of vehicle. Regular weekday and weekend routes historically had very few standing passengers. During peak times, routes may require a small number of standees due to higher ridership numbers.

The City's transit fleet consists of five (5) Gillig Low floor Diesel buses, one (1) MST II Freightliners, eight (8) cut-away vehicles. All are wheelchair accessible in compliance with the Americans with Disabilities Act (ADA) and all are equipped with bike racks.
TRACER rarely turns passengers away due to overcapacity.

1. Weekday Route peak and off peak load= 1.0 (33 passengers for 33 seats on 35 foot Gillig; 13 passengers for 13 seats on 24 foot cutaway vehicles; no standees)
2. Commuter Route peak load= 1.0 (Average of 26 passengers for 26 seats on Freightliner buses= no standees)
3. Commuter Route off-peak load= 1.0 (13 passengers for 13 seats on cutaway buses; no standees)
4. Weekend Route peak and off-peak load= 1.0 (33 passengers for 33 seats On 35 foot Gillig; no standees)

The chart below identifies the make and model of the vehicles used to provide fixed route service and their maximum load factor:

BUS	BUS LENGTH	YEAR	MAKE	Model	SEAT CAPACITY /WHEELCHAIR
2101	29 FEET	2021	GILLIG	G27E	26/3
2102	29 FEET	2021	GILLIG	G27E	26/3
2103	29 FEET	2021	GILLIG	G27E	26/3
2104	29 FEET	2021	GILLIG	G27E	26/3
2131	26 FEET	2020	CHEVY	ARBOC	19/3
2132	26 FEET	2020	CHEVY	ARBOC	19/3
2121	21 FEET	2020	FORD TRANSIT	GLAVAL	7/2
2122	21 FEET	2020	FORD TRANSIT	GLAVAL	7/2
2123	21 FEET	2020	FORD TRANSIT	GLAVAL	7/2
2124	21 FEET	2020	FORD TRANSIT	GLAVAL	7/2
2111	21 FEET	2020	FORD TRANSIT	NORCAL VAN	7/1
2112	21 FEET	2020	FORD TRANSIT	NORCAL VAN	7/1
1701	35 FEET	2017	GILLIG	G27B	33
1702	35 FEET	2017	GILLIG	G27B	33
1703	35 FEET	2017	GILLIG	G27B	33
1704	35 FEET	2017	GILLIG	G27B	33
1705	35FEET	2017	GILLIG	G27B	33

2. Vehicle headways for each mode

Vehicle headway is the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. Vehicle headways are measured in minutes; service frequency is measured in vehicles per hour. Headways and frequency of service are general indications of service provided along a route.

City of Tracy's fixed routes A and B vehicle headways are approximately 40 minutes for regular weekday Service; therefore vehicle frequency per route during weekdays is 2 vehicles per hour. Routes C and D on weekdays are 1.0 hour; therefore vehicle frequency per route during weekdays and is 1 vehicle per hour.

Routes A, B, C and D vehicle headways on weekends are every 1.0 hour; therefore vehicle frequency per route during weekends is 1 vehicle per hour.

Weekday Commuter routes, which run in the morning and afternoon, operate during the busiest times of the day and serve work and school commuters. Morning times are from 5:00am to 8:30am; afternoon times are from 3:15pm to 5:10pm.
Commuter Routes E, F and G: 1 hour headway; 2 runs per route; therefore vehicle frequency is 3 vehicles per hour.

City of Tracy will look at increasing frequency and shortening headway times in the future on routes that have higher loads.

3. On-time performance for each mode:
On-time performance is a measure of runs completed as scheduled. Below are City of Tracy performance standards for all fixed routes, per the transit operations contract:

On-Time Departures:
City buses shall depart no more than 5 minutes late from any scheduled and published departure time. Contractor shall strive to meet a minimum of 95% of bus departures within zero to 5 minutes after published or scheduled time points.

Operating Ahead of Schedule:
No bus shall depart a designated time point prior to its scheduled departure time.

Missed Trips:
Contractor shall, at a minimum, complete 100% of all scheduled trips on a monthly basis. Any fixed route trip operating 15 minutes or more behind the scheduled time shall be considered a "missed trip". Failure to Pick up Passenger: Contractor shall not fail to pick up any passenger waiting at a designated bus stop.

4. Service availability for each mode
Service availability is a general measure of the distribution of routes within a transit provider's service area.

Eighty (80) percent of all residents in the service area are within a one-quarter mile walk of all regular Weekday, Express and Weekend transit bus stops.

System-Wide Service Policies

The Federal Transit Administration (FTA) requires that all fixed route public transit providers develop *qualitative* standards for the following indicators that are applicable specifically to the transit provider's system. They apply agency-wide rather than industry-wide.

Transit Amenities Policy
Transit amenities refer to items of comfort, convenience, and safety that are available to the general riding public. Fixed route transit providers must set a policy to ensure equitable distribution of transit amenities across the system. This requirement applies after a transit provider has decided to fund an amenity. Transit amenities may include: seating (benches, seats at stops/stations); bus shelters; printed information (signs, system maps, schedules)

City of Tracy determines equitable locations of all transit amenities throughout the City. Locations of bus stop improvements including benches, bus shelters, trash cans, recycling containers, etc. are distributed equitably throughout all routes. Bus stop improvements will be given priority at locations that receive higher numbers of boarding and alighting or may need ADA improvements, but these will be made on a variety of routes throughout the City during each improvement cycle. These locations will be identified as part of the Short Range Transit Plan. In addition, transit amenities such as current Intelligent Transportation System (Automatic Vehicle Location) project will benefit all passengers regardless of fixed routes used.

Title VI Equity Analysis. The City of Tracy has not built and does not have a transit related facility in the planning stages and that would soon be under construction using Federal Transit Administration funding. A separate Title VI Equity Analysis would be prepared by a third-party consultant and will be submitted separate cover if applicable. Therefore, this section does not apply.

Vehicle Assignment Policy
Vehicle assignment refers to the process by which transit vehicles are placed into service and on routes throughout the transit provider's system.
Transit vehicles in Tracy will be assigned to routes based on ridership, type of route, and operating characteristics of buses, including bus length and turning radius.
Routes with lower ridership or that require tight turns on narrow streets may be assigned cutaway (24 foot) buses rather than the larger 35-foot buses, while Routes A B C will frequently be assigned a large bus to accommodate ridership.

City of Tracy will maintain its fleet and replace vehicles as required by FTA's minimum service life policy (10 years or 350,000 miles for 32 foot buses; 5 years or 150,000 miles for cutaway/24 foot) buses. Distribution of vehicles throughout the fixed route system will not be based on Age/condition but rather the needs for that particular route. All large buses and smaller cutaways are equipped with wheelchair ramps. In addition, all buses have bike racks and air conditioning.

City of Tracy TRACER Limited English Proficiency Plan

Introduction

The purpose of this limited English proficiency policy guidance is to clarify the responsibilities of the City of Tracy TRACER, as a recipient of federal financial assistance from the U.S. Department of Transportation (DOT), of responsibilities to limited English proficient (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. It was prepared in accordance with **Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq**., and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance, and;

Executive Order 13166

Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that is subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice's (DOJ's) Policy Guidance entitled "Enforcement of Title VI of the Civil Rights Act of 1964--National Origin Discrimination Against Persons With Limited English Proficiency." (See 65 FR 50123, August 16, 2000 DOJ's General LEP Guidance). Different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination.

Executive Order 13166 applies to all federal agencies and all programs and operations of entities that receive funding from the federal government, including state agencies, local agencies (such as the City of Tracy TRACER) and governments, private and non-profit entities, and sub recipients.

Plan Summary

The City of Tracy TRACER has developed this Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons who seek meaningful access to City of Tracy TRACER services as required by Executive Order 13166. As defined by this order, a Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training, how to notify LEP persons that assistance is available, and information for future plan updates.

In developing the plan, the City of Tracy TRACER undertook a U.S. Department of Transportation four factor LEP analysis which considers the following factors:

1) The number or proportion of LEP persons in the City of Tracy TRACER service area who may be served by or are likely to encounter a City of Tracy TRACER program, activity, or service;

2) The frequency with which LEP individuals come in contact with City of Tracy TRACER programs, activities, or services;

3) The nature and importance of the program, activity or service provided by the City of Tracy TRACER to the LEP population; and

4) The resources available to the City of Tracy TRACER and overall costs to provide LEP assistance.

A summation of these considerations is provided in the following section.

Four Factor Analysis

1. The number or proportion of LEP persons in the City of Tracy TRACER service area who may be served by or are likely to encounter a City Tracy TRACER program, activity, or service.

The City of Tracy TRACER examined the US Census *Selected Social Characteristics 2021 American Community Survey 5-Year Estimates*. According to the 2021 data, the population of Tracy household was 92,792. The population 5 years and over was 86,550 in 2021, or 93.3% of the household population. Using the percentages in Languages Spoken At Home from the *Selected Social Characteristics 2021 American Community Survey 5-Year Estimates*, the City of Tracy TRACER has determined the following about the City's population over age 5 in the service area:

- 53.5% or 49,624 people speak English only.
- Approximately 39.8% or 36,926 people speak a language other than English. 15% or an estimated 13,948 people speak English less than "very well".
- The largest proportion of non-English speaking language groups is Spanish: 22% or an estimated 20,369 people speak Spanish, and 7.3% or 6,762 of this language group speak English less than "very well".
- 9.1% or an estimated 8,478 people speak Other Indo-European languages, of this language group 3.8% or 3,567 people speak English less than "very well".
- 7.5% or an estimated 6,976 people speak Asian and Pacific Island languages, and of this language group 3.4% or 3,137 people speak English less than "very well".
- 1.2% or an estimated 1,103 people speak other languages, and of this language group, 0.5% or 482 people speak English less than "very well".

(See *Appendix M: Selected Social Characteristics: 2021 American Community Survey 5-Year Estimates, Tracy, CA*)

2. The frequency with which LEP individuals come in contact with City of Tracy TRACER program, activity, or service.

The City of Tracy TRACER assesses the frequency at which staff and drivers have or could possibly have contact with LEP persons. This includes documenting phone inquiries and verbally surveying drivers. The City of Tracy TRACER staff and drivers have multiple daily interactions with Spanish speaking passengers on all fixed routes. There have been requests for Spanish interpretation in the past, and the City of Tracy TRACER has accommodated these requests by posting all notices to passengers in both English and Spanish, providing bilingual fixed route and Paratransit information Guides, and ensuring that all phone recordings have a Spanish option. The Contractor (MTM, Inc.) has bilingual capabilities to accommodate any requests. Other language accommodations are being looked into, including Urdu. This is a less common language, but one that has been requested.

3. The nature and importance of the program, activity, or service provided by the City of Tracy TRACER to LEP community.

The City of Tracy TRACER makes every effort to provide rider surveys in Spanish in order to gather data on services that are important to LEP individuals. In addition, when an LEP individual makes a comment regarding service via the phone, the comment is documented.

The largest geographic concentration of LEP individuals in the City of Tracy TRACER service area are Spanish-speaking. This population is 23.2% of the population over 5 years of age, or an estimated population of 19,315 of this group. Those that speak English less than “very well” are 8.8% of the population or an estimated 7,312 people.

There are several social, service, professional and leadership organizations within the City of Tracy TRACER service area that focus on outreach or membership of these LEP individuals. The organizations include but are not limited to, El Concilio "Council for the Spanish Speaking" which serves San Joaquin and Stanislaus Counties; San Joaquin Hispanic Chamber of Commerce; Nueva Vida-New Life medical support program. Whenever outreach is needed, these agencies will be contacted to assisted in distributing information.

Of the other LEP populations, ‘Other Indo-European’ and ‘Asian and Pacific Island’ languages, the proportion of speakers who speak Spanish less than “very well” is much smaller than that of Spanish speakers. The City of Tracy Transit Division is looking into identifying the precise types of languages spoken so that it may provide translated materials to these populations as well.

4. The resources available to the City of Tracy TRACER and overall costs to provide LEP assistance.

The City of Tracy TRACER has assessed its available resources that could be used for providing LEP assistance. Because a large percentage of the riders have been identified as Spanish speaking, the City of Tracy uses a service to translate rider guides, posted flyers, and policies, among other necessary materials. The City of Tracy TRACER also requires that a Spanish-speaking staff member be available at the Tracy Transit Station during business hours. This individual handles reservations and assists customers at the customer service window. Either the City Staff or the Spanish-speaking Contract

employee hired by the Contractor updates materials as necessary.

The City of Tracy TRACER has also analyzed other types of translations that may be necessary, but has not had any requests for language translation other than Spanish. Should other translation services be required, the TRACER operations budget will fund the cost of such services.

After analyzing the four factors, the City of Tracy TRACER developed the plan outlined in the following section for assisting persons of limited English proficiency.

LIMITED ENGLISH PROFICENCY PLAN OUTLINE

How the City of Tracy TRACER Staff may identify an LEP person who needs language assistance:

Examine records of requests for language assistance from past meetings and events to determine the possible need for assistance at future events;

When City of Tracy TRACER sponsored workshops or conferences are held, set up a sign-in sheet table, have a staff member greet and speak to each attendee to informally gauge their ability to speak and understand English. The staff member will ask a question that requires a full sentence reply to verify proficiency;

Have the Census Bureau's "Language Identification Flashcards" at City of Tracy TRACER events so that individuals can self-identify as needing translation assistance when the language is other than Spanish (which will be automatically provided). Although staff may not be able to assist at the meeting, they will be able to provide translated materials after the event, and the cards will be a tool to identify language needs for future meetings. Language Identification cards will also be available at the Tracy Transit Station lobby at the reception desk and will be used by reservationists;

Survey drivers and other first-line staff, such as dispatchers, on an annual basis at the beginning of each fiscal year regarding their experience on having any direct or indirect contact with LEP individuals.

Language Assistance Measures

The City of Tracy TRACER will implement the following LEP procedures:

- Census Bureau's "Language Identification Flashcards" will be located at the Customer Service window in Tracy Transit Station at all times.

- The computer(s) located at the Customer Service window in the lobby of Tracy Transit Station have an online translation tool added to the favorites listing for easy access via Microsoft Internet Explorer. Blocks of text can be translated and printed for the LEP customer to read. This will aid the staff in the interpretation of services on a one on one basis for LEP individuals visiting the Tracy Transit Station.

- If an individual is a Spanish-speaker, the City of Tracy TRACER has a Spanish-speaking Reservationist available at the Tracy Transit Station. This individual handles reservations and assists customers at the customer service window.

- When an interpreter is needed, in person or on the telephone, and the City of Tracy TRACER staff has exhausted the above options, staff will first attempt to determine what language is required. Staff will utilize the telephone interpreter service - Language Line Services at http://www.languageline.com. On the Language Line home page the staff will select the 'Need an Interpreter Now?' link and follow the directions to receive an access code.

City of Tracy TRACER Staff Training

All City of Tracy TRACER staff will be provided with the LEP Plan and will be educated on the following procedures. This information will also be part of the staff orientation process for new hires. Training topics are listed below:

- Understanding the Title VI policy and LEP responsibilities;

- Language assistance services the City of Tracy TRACER offers;

- Use of LEP “Language Identification Cards” for the Census Bureau;

- How to access the online Translation tool via the Customer Service computer in the Tracy Transit Station;

- How to use the "Language Line" interpretation and translation services;

- Documentation of language assistance requests;

- How to handle a Title VI and/or LEP complaint

Outreach Techniques

Since first draft of the City of Tracy TRACER LEP Plan, City of Tracy TRACER has a formal practice of outreach techniques. These include the following:

- When staff will be hosting a meeting or workshop, or will be presenting a pertinent topics, all meeting notices, flyers, advertisements, and agendas will be printed in Spanish, and an alternative language if it is determined that such language is necessary.
- When running a general public meeting notice, staff will state that a translator will be available in Spanish, or in another language as determined to be necessary. The included clause will be similar to, “A (insert alternative Language) translator will be available”. For example: “Un traductor del idioma español estará disponible", or “A Spanish translator will be available”.

- In addition to the existing Spanish language translations of key print materials, the City of Tracy TRACER also provides translation of schedules and maps, and notices in languages other determined to be necessary, and made available at the Tracy Transit Station, and on board vehicles.

Monitoring and Updating the LEP Plan

This City of Tracy Transit System LEP Plan is designed to be easily updated. At a minimum, the City of Tracy TRACER will follow the Title VI Program update schedule for the LEP Plan of submission every 3 years.

Each update of the LEP Plan will examine plan components including:

- How many LEP persons were encountered annually?;
- Were the needs of these LEP persons met?;
- What is the current LEP population in the City of Tracy TRACER service area?;
- Is a change needed in the types of language translation services provided?;
- Is there still a need for continued language assistance for previously identified City of Tracy Transit System programs? Are there other programs that should be included?;
- Have the City of Tracy TRACER 's available resources, such as technology, staff, and financial costs changed?;
- Has the City of Tracy TRACER fulfilled the goals of the LEP Plan?; and
- Were any complaints received?

Dissemination of the City of Tracy TRACER Limited English Proficiency Plan

The City of Tracy TRACER will include the LEP plan on the City of Tracy website (www.ridetracer.com) together with its Title VI Policy and Complaint Procedures. The City of Tracy TRACER Notice of Rights under Title VI to the public will be posted in the Tracy Transit Station, on all City of Tracy TRACER vehicles, and in selected printed materials also refers to the LEP Plan's availability.

Any person, including social service, non-profit, and law enforcement agencies and other community partners with internet access will be able to access the plan.

Copies of the LEP Plan will be provided, on request, to any person(s) requesting the document via phone, in person, by mail or email. LEP persons may obtain copies/translations of the plan upon request.

Any questions or comments regarding this plan should be directed to the City of Tracy TRACER Title VI Coordinator, as follows:

Jayne Pramod, City of Tracy Title VI Coordinator
50 E. 6th Street
Tracy, California 95376
Phone: (209) 831-6214
E-mail: jayne.pramod@cityoftracy.org

Appendix M

Selected Social Characteristics: 2021 American Community Survey 5-Year Estimates, Tracy, CA		
Estimated Total Household Population: 92,792		
Language Spoken at Home	**Estimate**	**Percent**
Population 5 years and over	86,550	93.3%
English only	49,624	53.5%
Language other than English	36,926	39.8%
Speak English less than "very well"	13,948	15%
Spanish	20,369	22%
Speak English less than "very well"	6,762	7.3%
Other Indo-European languages	8,478	9.1%
Speak English less than "very well"	3,567	3.8%
Asian and Pacific Islander languages	6,976	7.5%
Speak English less than "very well"	3,137	3.4%
Other languages	1,103	1.2%
Speak English less than "very well"	482	0.5%

Source: US CENSUS DATA City of Tracy California Selected Social Characteristics 2021 ACS 5-Year Estimates Data Profiles

Weblink: https://data.census.gov/

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING CITY OF TRACY'S UPDATED TRANSIT DIVISION TITLE VI PROGRAM

WHEREAS, The City of Tracy (City) receives funding and assistance from the Federal Transit Administration (FTA); and

WHEREAS, The City's Title VI Program for the Transit Division (Program) is a requirement for FTA funding; and

WHEREAS, The FTA requires recipients of assistance to update their Title VI Program every three (3) years. Such program must be approved by the recipient's governing body prior to submission to the FTA for final review and approval; and

WHEREAS, The City seeks to update its Program to be compliant with FTA's requirements.

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the above recitals are true and correct; and be it,

FURTHER RESOLVED: That City Council approves the City's updated Program. The City is authorized to take any and all further action that is necessary and appropriate to comply with the FTA's requirements, including, without limitation, submitting the updated Program to the FTA.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on July 5, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving Amendment No. 1 to the Professional Services Agreement with AECOM Technical Services, Inc. to Extend the Term of the Agreement.

EXECUTIVE SUMMARY

The City of Tracy (City) entered into a Professional Services Agreement (Attachment A) (Agreement) with AECOM Technical Services, Inc. (Consultant) to lead a set of public engagement and technical efforts to define the City's economic vision and outline strategic actions and best practices for achieving this vision and to provide a comprehensive final list of deliverables for City's Economic Development Strategic Plan update, which was last updated in 2011. Consultant began work in the summer of 2022 and, due to an extensive stakeholder engagement period, certain work was delayed. Additionally, AECOM and City staff turnover impacted the original timeline established in the scope of work. On June 7, 2023, City staff received a formal request for an extension to the Agreement from Consultant, which included an amended schedule outlining the anticipated timeline for the remaining Agreement deliverables.

BACKGROUND AND LEGISLATIVE HISTORY

On October 5, 2021, the City's Economic Development staff held an Economic Development workshop for City Council and members of the public. At that time, City Council directed staff to update the City's Economic Development Strategic Plan, which has not been updated since 2011.

On January 20, 2022, the City issued a Request for Proposals (RFP) for professional services to prepare an Economic Development Strategic Plan (EDSP). After the response deadline of February 24, 2022 expired, the City received two proposals from qualified firms. Upon extensive review and negotiation with Consultant, Consultant was selected to lead a set of public engagement and technical efforts to define the City's economic vision and outline strategic actions and best practices for achieving this vision. The proposal, included the scope of work (Attachment B) and was expected to be completed in 8 months.

On May 3, 2022, the Agreement was executed with a term of May 3, 2022-June 30, 2023. Consultant began an extensive stakeholder engagement period in the summer of 2022, which resulted in the delay of Consultant completing certain items outlined in the Consultant's scope of work. Additionally, staff turnover with Consultant and the City further impacted the original timeline.

On June 7, 2023, the City received a formal request for a contract extension from Consultant (Attachment C), with an amended schedule to complete the remaining task items and final deliverable.

Staff recommends City Council adopt a resolution to approve Amendment No. 1 (Attachment D) to the Agreement that will extend the term period to September 30, 2023 to allow Consultant to complete final task items and deliverable.

FISCAL IMPACT

There is no fiscal impact associated with approval of this item.

PUBLIC OUTREACH/ INTEREST

On May 16, 2023, Consultant presented to City Council via public workshop the draft Economic Development Strategic Plan, which provided Consultant and City staff an opportunity to receive feedback from City Council to consider for the final (EDSP) deliverables, anticipated at the end of July 2023.

CEQA DETERMINATION

A California Environmental Quality Act (CEQA) determination is not required for this item because the development of an EDSP does not constitute a Project under CEQA.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Economic Development Strategic Priority, which is to develop an Economic Development Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving Amendment No. 1 to the Professional Services Agreement with AECOM Technical Services, Inc. to Extend the Term of the Agreement.

Prepared by: Joseph Viorge-Koide, Administrative Technician

Reviewed by: Adriana Castaneda, Director of Mobility & Housing
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Professional Services Agreement with AECOM
Attachment B – Proposal and Scope of Work from AECOM
Attachment C – Extension Request Letter
Attachment D – Amendment No. 1

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
AECOM Technical Services, Inc. (Tracy Economic Development Strategic Plan)

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

Recitals

A. City desires to retain Consultant to perform services; and

B. On January 20, 2022, the City issued a Request for Proposals RFP for the Tracy Economic Development Strategic Plan (**Project**). On February 24, 2022, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2022-054 approved by Tracy City Council on May 3, 2022.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on May 3, 2022 and end on June 30, 2023, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $152,000. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the

completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

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

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

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

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

To City:
Michael Nimon,
Economic Development Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

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

To Consultant:
Lucia Fischer
Project Manager
300 South Grand, 10th Floor
Los Angeles, CA 90071

13. Miscellaneous.

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

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

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This

Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy Young
Title: Mayor
Date: 6/9/2022

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant
AECOM Technical Services, Inc.

DocuSigned by:
Chris Brewer

By: Chris Brewer
Title: Vice President, Economic & Advisory
Date: 6/3/2022 | 5:59 AM PDT

Federal Employer Tax ID No. 95-2661922

Exhibits:

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

EXHIBIT A - Scope of Work

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SECTION 04

Project Approach

Based on conversations with the City of Tracy, AECOM has revised the proposal and budget for the Economic Development Strategic Plan.

Task 0. Project Initiation
Month 1
The first task will be initiation of the assignment, including a meeting with key staff, such as the Economic Development team members, and AECOM team personnel. As part of this task, we will:

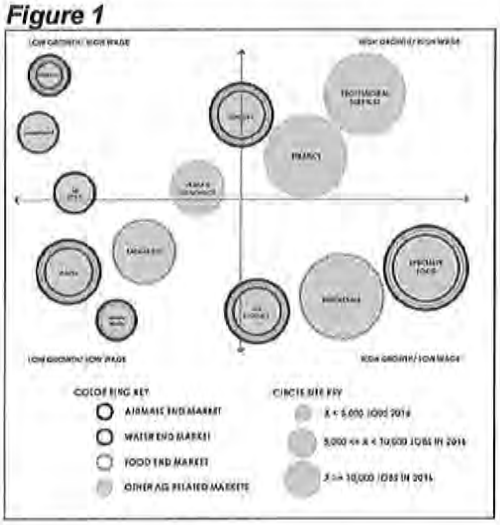
- Hold a project initiation meeting, either virtual or in person, with key project team members and City staff to review roles, lines of communication, schedule and tasks, research protocol
- Discuss City goals and vision for the project that include initial thoughts on economic development programs
- Identify, collect, and review relevant documents and data, such as background information, prior market studies, feasibility or technical studies, plans, internal projections, any case study with specific data available to the city, etc. Specifically, AECOM will review the 2019 Knight Frank Workforce report, the 2018 Specific Plan Market Study and targeted CoStar and retail leakage data that the City currently utilizes in decision making processes.
- Tour the I-205 Commercial Corridor, Downtown, West Valley Mall, International Park of Commerce, Tracy municipal airport, and other key commercial/industrial and tourist areas to the extent possible
- Identify key stakeholders (e.g., businesses, landowners, residents, public officials, educational institutions) for an outreach strategy to inform economic development strategies. The goal of these interviews will be to understand broad economic challenges and opportunities facing key commercial areas of Tracy, ideas for future development plans.
- Discuss West Valley Mall, Downtown, and local economic development trends and tourism goals with City staff, including the pre-COVID and COVID-19 development context.
- Confirm the boundaries for key commercial, industrial, agricultural, and residential areas of interest

The outcome of this meeting would be to confirm project scope and goals, schedule, data needs, stakeholder identification, and site visit. Key deliverable will be a finalized scope, schedule and data request memo.

Task 1. Industry Cluster & Head-of-Household Job Analysis
Month 1
To gain a comprehensive understanding of regional and local economic dynamics to inform our approach, the AECOM team will conduct the following:

1. Using AECOM's Job Cluster Tool, we will calculate location quotients to identify changes in established and emerging industry clusters before and after the start of the COVID-19 pandemic to gain an in-depth understanding of key industries to target, including those that provide 21st century head-of-household jobs. This analysis will help update some of the key findings from the 2011 study which identified Medical Equipment, Ag Biotech, Renewable, and Advanced Manufacturing as target clusters. Our intended approach will reconcile industry cluster strengths and weaknesses across Tracy and San Joaquin Valley in context with available infrastructure (interstates, class 1 rail lines, water, and sewer) to clarify opportunities for tradable sectors. To clearly discern industry cluster opportunities, we will rely on a data-driven approach to evaluate the historic and current industry and business climate across the study area. Industry employment data at a 6-digit NAICS code level will be aggregated into overarching clusters based on AECOM industry experience to guide the analysis. Within this task we will also identify green jobs.

Figure 1



2. A SWOT analysis based on the analysis in the job cluster tool will be conducted to identify the city's competitive advantage and help inform strategies for future development and business attraction.
3. A high-level assessment of broadband development opportunities that have been presented to the City. AECOM will review the options and give a recommendation on the broadband option best suited for the City's needs.
4. An overall strategy to diversify economic activity and strengthen existing employment clusters informed by the above analyses and that focuses on developing key target areas to promote job growth, shorter commute times, and business activity.

Key deliverables include:

- *A meeting to review industry cluster analysis with client, and to discuss recommendations for desired industries to target. Other meetings with City staff will be held to discuss findings from the SWOT analysis, broadband assessment, and initial review of our proposed strategy to diversify and enhance the economy.*

Task 2. Market & Land Use Assessment
Month 2
In order to inform future land use decisions that can adequately support growth in commercial, industrial, and retail needs, the AECOM team will conduct the following:

1. Analysis of existing land use policies and an assessment of developable land. This includes an analysis of multiple land use scenarios in order to recommend an optimal mix of uses and transit-oriented development (TOD), in both the downtown site and freeway adjacent site that Valley Link has identified as possible station areas.
2. A market analysis to review existing conditions, including vacancies, and project growth of commercial/retail, office/flex-office, and business park/industrial uses.
3. A high-level hospitality demand study to understand and quantify if there is demand for a hotel on an the 100-acre city-owned Chrisman Property site. This study will include a due-diligence review of potential for this hotel to include conference facilities.
4. Identification of opportunity sites for future development that will produce desired jobs and inform business attraction strategies. This approach will be informed by the land use and market analyses, as well as stakeholder interviews and input from city staff, to select sites that are most suitable for target cluster growth aligned with Tracy's economic objectives.

Key deliverables include a summary of our market demand findings with preliminary recommendations for supportable uses based on estimated demand and identified opportunity sites. The summary will also provide best practices and recommendations for reducing commercial vacancy.

Task 3: Stakeholder Interviews
Month 2-3

AECOM will conduct up to five to ten stakeholder interviews to gain a broader perspective as to the current economic situation across the Region. Interview targets will be established in the kick-off meeting and are expected to include:

- **Business Ownership**. Extending across retail, manufacturing, and other sectors to provide private sector insight.

priorities across infrastructure, workforce development, etc.

- **Regional transit agencies**. Focus on regional connections and access to jobs, as well as infrastructure capacity.
- **Transportation Stakeholders**. Companies associated with freight movement, including Class 1 railroads, trucking companies, and third-party logistics providers (3PL's), to understand views regarding the regional transportation system and study area connectivity.
- **Real Estate Investment**. Real estate brokerage and site selection firms, focused on land values, demand drivers, and site availability.
- **Higher Education / Workforce Intermediaries**. Focused on local educational resources, such as the District's STEM program as well as community colleges and universities, with a focus on research and innovation, and workforce development.
- **Community Institutions / Foundations**. Interviews to solicit information on philanthropic priorities, as well as regional opportunities and constraints.
- **Arts Organizations**. To understand the cultural opportunities in Tracy that can lead to creative placemaking or bolstering a tourism framework.

Key deliverable will be a summary of best practices and recommendations related to strategic partnerships between these stakeholders and the City of Tracy.

Task 4. Business Attraction and Retention Strategies
Month 4-5

Cities across the world are competing to attract investments and businesses to grow their economies. Successful business attraction strategies showcase the attractiveness of cities and drive the message home to businesses that investment in these cities is key to their own prosperity and long-time success. However, a recent study found that 80% of inquiries from companies seeking information on investment opportunities from cities were never addressed. Failure to develop and implement the right strategies can lead to missed opportunities and result in cities falling behind.

Therefore, strategies to enhance existing business attraction strategies and create new ones will be developed to attract the types of businesses most desired by the city and residents. We will leverage our expertise and experience to build and improve upon current city-led strategies like Think Inside the Triangle and other programs designed to attract and retain businesses in Tracy. To do this, the AECOM team will do the following:

1. Develop a strategy for business retention and attraction in key sectors that is informed by a literature review of best practices and satisfies the specific needs of Tracy's current businesses and emerging industries. We will also review new approaches to business attraction strategies since the beginning of COVID-19, to the extent possible.
2. Assess the effectiveness of business attraction initiatives using tax incentives. Historically Tracy has been aggressive in providing tax incentives to attract businesses, which is similar to the business attraction strategies of other San Joaquin Valley cities. AECOM will review the business attraction strategies of other San Joaquin cities as well as Bay Area cities, which do not provide incentives, to recommend a course of action for the City of Tracy.
3. Address economic leakage by reviewing the City's retail leakage data and reviewing the ownership patterns of West Valley Mall. AECOM will provide a review of best practices related to retail leakage as it relates to fractional ownership in aging mall developments
4. Lead one (1) community workshop that targets the business and property owner communities in order to gain feedback about existing conditions and brainstorm business attraction strategies. These workshops will be advertised/noticed by the City and the venue for the workshops will be arranged by the City. If the workshops are virtual AECOM will work with the City to determine what virtual hosting platform will be utilized.

Key deliverables will include a summary of best practices in business attraction and retention strategies in key innovative sectors an assessment of the effectiveness of existing initiatives, and findings from the leakage analysis. Additionally, one community workshop will be led by AECOM.

Task 5. Workforce Development & Educational Opportunity
Month 6

A recent study by the Public Institute of California found that by 2030 about 40 percent of jobs in the state will require at least a college degree, and the National Association of Manufacturers (NAM) estimates that over 2.1 million manufacturing jobs will go unfulfilled by 2030 due to the lack of a skilled workforce. Thus, the huge demand for a high-skilled and educated workforce is a major reason why innovative industries (e.g., advanced manufacturing, green technology, renewable energy, agtech, medical equipment) produce the most head-of-household jobs relative to more traditional industries. The AECOM team will leverage its experience in this area to help the city develop a sound strategy to enhance educational opportunities and workforce training programs for residents and workers. To do this, AECOM will do the following:

1. Assess existing educational opportunities and partnerships in the city and region to identify gaps and opportunities for partnerships to develop a skilled, workforce
2. Interview industry and educational leaders to assess current capacities and needs of businesses (this may occur in Task 2)
3. Propose a strategy for Tracy to develop strategic partnerships between industry, government, and academia, to meet the demand for a qualified, skilled workforce in high growth, innovative industries and other industries that generate high-wage jobs.

Key deliverables will be a summary of our findings and a strategy that Tracy can implement to develop the next generation of workers and educational/training opportunities.

Task 6. Tourism Development Framework
Month 6
Drawing on our team's expertise and extensive experience in tourism development, we will develop a Tourism Development Framework to provide the City with strategies to help position Tracy as a destination that attracts visitors from the region and elsewhere.

In addition to other strategies, AECOM will explore the option of developing Tracy as an agritourism destination. San Joaquin County is home to approximately 4,000 farms with an average size of 202 acres and is a top producer of grapes, cherries, corn, meats, and other commodities. At the same time, agritourism is estimated to grow globally by 13.4% CAGR between 2021 and 2027 and reach a market size of $62.9 billion. An agritourism framework would connect farmers to local businesses in Tracy, and draws tourists seeking educational experiences to learn about and experience local foods and wine, cultural assets and sustainable food production practices. Additionally, AECOM will review the development of wineries in the nearby unincorporated San Joaquin County and surrounding cities and study the potential for a winery and wine tasting room element of the tourism strategy. We will develop a comprehensive tourism framework that can be implemented to achieve these goals, increase the daytime population in Downtown and other key commercial areas, and ultimately increase the city's revenues.

Key deliverable will be a Tourism Development Framework to help build Tracy as a tourist destination and support regional tourism efforts. A specific presentation to City Council of the Tourism Development Framework can be given in this Task, reducing the number of Council presentations in Task 7 to one (1).

Task 7. Final Preparation and Presentation of the Economic Development Strategic Plan
Month 7- 8
In discussion with the Economic Development Division staff and partners, the AECOM team will present a set of specific actions to achieve the city's economic vision in the Economic Development Strategic Plan (EDSP). The plan document will include a list of key performance tracking indicators will be identified to allow City staff and residents to measure the progress and success of EDSP implementation. Lastly, we will provide a set of recommendations for when to update the EDSP (or parts of it), depending on the structure of the plan, progress, and data needs.

AECOM will present the final plan to City Council and will also present to Council one other time as determined by the City.

Key deliverables: Draft and final EDSP document. Two (2) City Council presentations. If the City elects to have a City Council presentation in Task 6 the number of Council presentations in this task.

EXHIBIT B - Compensation

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Timeline and Budget

The AECOM team proposes to complete this proposed effort within eight months of project inception. Project timing is also dependent on the time taken by the client to review interim deliverables and provide feedback.

Task	Timing	Hours	Budget
Task 0. Project Initiation	Month 1	43	$8,936
Task 1. Industry Cluster & Head-of-Household Job Analysis	Month 1	96	$11,765
Task 2. Market and Land Use Assessment	Month 2	168	$27,362
Task 3. Stakeholder Interviews	Month 2-3	32	$4,893
Task 4. Business Attraction and Retention Strategies	Month 4-5	178	$29,324
Task 5. Workforce Development & Educational Opportunity	Month 6	101	$16,145
Task 6. Tourism Development Framework	Month 6	92	$18,194
Task 7 Final EDSP Plan and Council Presentations	Month 7-8	197	$31,746
ODC/Travel	N/A	N/A	$3,500
Total Estimated Project Cost			$ 152,000

AECOM

Attachment C

June 7, 2023

Adriana Castaneda
Director of Housing and Mobility
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Subject: Tracy Economic Development Strategic Plan Contract Extension

Adriana,

I am formally requesting an extension to the AECOM Technical Services Inc. contract with the City of Tracy for provision of an economic development strategic plan. Our amended schedule is based on the following anticipated timeline:

June 7th – Next scheduled City of Tracy / AECOM meeting

June 15th – Finalized Strategies and Priority Opportunity Sites

June 22 – Scheduled City of Tracy / AECOM meeting

June 28th – Draft Strategy report submittal

July 6 - Scheduled City of Tracy / AECOM meeting

July 20 - Scheduled City of Tracy / AECOM meeting

July 30 – Final Strategy report presentation / Adoption

Sincerely

Christopher Brewer, Vice President

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CITY OF TRACY
AMENDMENT NO. 1 TO
Professional Services Agreement with AECOM Technical Services, Inc.

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

Recitals

A. The City and Consultant entered into a *Professional Services Agreement* (**Agreement**) for consulting services to update the City's Economic Development Strategic Plan, which was approved by the City Council on May 3, 2022, under Resolution No. 2022-054.

B. Due to an extensive stakeholder engagement period and staff turnover experienced with Consultant and City, this impacted the anticipated timelines established in the Agreement.

C. The Parties desire to extend the term period of the Agreement by three-months to allow Consultant to complete remaining task items and submit the final deliverable.

D. This Amendment is being executed pursuant to Resolution No. 2023-_____ approved by Tracy City Council on July 5, 2022.

Now therefore, the Parties mutually agree as follows:

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

2. Terms of Amendment.

A. *Section 2.1, Term*

Section 2.1 is hereby amended to read as follows:

"The term of this Agreement shall begin on May 3, 2022 and end on September 30, 2023, unless terminated in accordance with Section 6."

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

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

5. Signatures. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment.

DocuSign Envelope ID: 34779EBC-A69B-4CF8-8ECB-8F1BCF944393

This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

By: _____
Nancy Young
Title: Mayor
Date: _____

Attest:

By: _____
Adrianne Richardson, City Clerk

Approved as to form

By: _____
Bijal M. Patel, City Attorney

AECOM Technical Services, Inc,

DocuSigned by:
By: Chris Brewer
2C7E0EB705494C0...
Chris Brewer
Title: Vice President, Economics & Advisory
Date: 6/28/2023 | 5:26 PM PDT

Federal Employer Tax ID No. 95-2661922

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. TO EXTEND THE TERM OF THE AGREEMENT

WHEREAS, on or about October 5, 2021, the City of Tracy (City) City Council directed City staff to update the City's Economic Development Strategy Plan (EDSP), which has not been updated since 2011; and

WHEREAS, the City issued a Request for Proposals (RFP) on January 20, 2022, to identify a firm to lead a set of public engagement and technical efforts to define the City's economic vision, outline strategic actions and best practices for achieving this vision, and update the EDSP (Project); and

WHEREAS, the City received two proposals from qualified firms after the deadline established in the RFP of February 24, 2022 to complete the Project**;** and

WHEREAS, after extensive review of the scope of work presented to the City by AECOM Technical Services, Inc. (Consultant) and negotiation, Consultant was found to be the best qualified and was selected as the consultant to lead the Project**;** and

WHEREAS, City Council adopted Resolution 2022-054, authorizing the City to enter into a Professional Services Agreement (Agreement) with Consultant in the amount of $152,000; and

WHEREAS, on May 3, 2023, the City executed the Agreement with Consultant, which included a term of May 3, 2022 through June 30, 2023; and

WHEREAS, due to extensive stakeholder engagement relating to the Project, Project completion was delayed; and

WHEREAS, staff turnover experienced by the City and Consultant, further impacted the completion of the deliverables outlined in the Agreement's scope of work; and

WHEREAS, the City seeks to amend the Agreement by executing Amendment No. 1 to the Agreement (Amendment No. 1), thereby extending the term of the Agreement to September 30, 2023.

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the above recitals are true and correct; and be it,

FURTHER RESOLVED: That the City Council of the City of Tracy hereby approves Amendment No. 1. After review and approval by the City Attorney's office, the City authorizes the

execution of Amendment No. 1 and authorizes any and all further actions that may be necessary and/or advisable to effectuate the purposes of this Resolution.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on July 5, 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a Professional Services Agreement with Gilbane Building Company for construction management services for the new Tracy Multi-Generational Recreation Center and Park Improvements at El Pescadero Park (CIP 78178) for a total not-to-exceed amount of $3,433,900.

EXECUTIVE SUMMARY

Construction management is critical and required service for all City capital improvement projects that provides effective management of the project's schedule, cost, quality, safety, scope, and function amongst other things. In many cases, this service is provided "in-house" by the Development Services Department's Engineering Division.

In this case, the Multi-Generational Recreation Center project includes the construction of a new +/- 52,000 square foot recreation facility including +/- 13-acres of park improvements at El Pescadero Park including parking lots, vehicular circulation, a skate park, a dog park, a pavilion, a promenade, stormwater basins, site furnishings, underground utilities, and landscaping (Project). Due to the size and complexity of the Project, staff recommends retaining services of a construction management firm.

In recent months staff developed a Request for Proposals package with the goal of hiring a construction management expert that had a depth and breadth of knowledge that the City could depend on for risk management and to help guide the construction of this highly anticipated Project. The City received four (4) bids. Staff from multiple City departments completed a detailed review of the four (4) proposals. Staff then interviewed the three (3) most qualified firms. After this process Gilbane Building Company (Consultant) was the firm that best met the needs of the City and demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services.

The scope of services entails five (5) phases including: pre-construction, plan check and bidding, construction, project close-out and post construction, and continuous public outreach (Services). The negotiated fee for the Services is a total not-to-exceed amount of $3,433,900, which includes a contingency of $577,840 to cover approximately six (6) months of additional services if delays were to occur during construction.

This Project was previously approved by the City Council as CIP 78178 with a current project budget of $15,500,000. The costs contemplated by this Staff Report are covered by funds already appropriated and available to the Project.

Staff recommends that the City Council adopt a resolution approving a Professional Services Agreement with Consultant for a total not-to-exceed amount of $3,433,900 for the Services for the new Tracy Multi-Generational Recreation Center and Park Improvements at El Pescadero Park (CIP 78178).

BACKGROUND AND LEGISLATIVE HISTORY

On February 15, 2022, the City Council approved a Professional Services Agreement with LPA, Inc., a California Corporation (LPA), to lead site feasibility studies as well as the design and development of construction documents for the Project (Resolution 2022-019).

On July 5, 2022, the City Council adopted a resolution declaring El Pescadero Park as the site location for the Project and directed staff to move forward with conceptual design of El Pescadero Park to address the existing condition of the park (Resolution 2022-015).

Staff provided an update to the City Council on the Project on March 21, 2023 and since that time LPA has been working through the schematic design, design development and construction documentation phases of the Project with a target public bidding in late Summer to early Fall 2023.

ANALYSIS

Based on the current status of the Project, now is a critical time to bring a construction manager on to the team. Construction management is critical and required service for all City capital improvement projects that provides effective management of the project's schedule, cost, quality, safety, scope, and function amongst other things. In many cases, this service is provided "in-house" by the Development Services Department's Engineering Division. Due to the size and complexity of this Project, staff recommends retaining services of a construction management firm. Many public projects of this size and scope utilize outside consultants for construction management services. This allows the City to rely on industry experts who have extensive experience in such projects.

The Project has an estimated total project budget of $88,000,000 which includes the construction of a new +/- 52,000 square foot recreation facility including +/- 13-acres of park improvements at El Pescadero Park including parking lots, vehicular circulation, a skate park, a dog park, a pavilion, a promenade, stormwater basins, site furnishings, underground utilities, and landscaping.

Hiring a consultant is the preferred approach for construction management on this unique project to provide critical expert oversight of the architect during the final stages of design, assure successful permitting and bidding of the project, and to ensure there are dedicated full-time staff on site for the duration of the project for quality assurance and quality control amongst a myriad of other benefits.

On April 4, 2023, staff issued a Request for Proposals (RFP) for construction management services for the Project including a 3-week advertisement period. The City received four (4) responsive proposals to the RFP; three (3) firms were subsequently invited to an interview: Consultant, Griffin Structures, and Roebbelen. The interview panel included the Assistant City Manager, Director of Parks & Recreation, Associate Civil Engineer in Construction Management, and the Parks Planning & Development Manager. After completing in-person interviews of each firm, the panel determined that Consultant best met the needs of the City and demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services. During the interview process, it became evident that Consultant is well qualified to perform the Services based on their experience and knowledge of construction management of similar projects. Gilbane has delivered sixty-seven (67) public

recreation facilities with over 153 years of capital improvement experience on public projects from parks and recreation centers, libraries and community centers, essential service facilities, and government administration complexes.

Staff negotiated a scope of professional services that entails five (5) phases including, pre-construction, plan check and bidding, construction, project close-out and post construction, and continuous public outreach. Each phase is unique and entails several components, outlined in the Professional Services Agreement (Agreement) (Attachment A). If the City enters into the Agreement, the consultant would be issued a Notice to Proceed per phase, which allows the City to better control costs based on how the project progresses. A summary of the services to be provided is listed below:

Phase 1 – Pre-Construction

- Construction Management Coordination;
- Project Budgeting;
- Construction Scheduling;
- Coordination / Engineering Review;
- Professional Consultants; and
- Additional Services as needed

Phase 2 – Plan Check and Bidding

- Addenda Review;
- Bid Review, Evaluation, and Recommendations; and
- Rebidding

Phase 3 – Construction

- Pre-Construction Conference(s);
- Contract Administration;
- Submittal Procedures;
- Meetings;
- Quality Assurance/Quality Control (QA/QC);
- Coordination of Technical Inspection and Testing;
- Construction Observation;
- Non-Conforming Work;
- Exercise of Contract Prerogatives;
- Endorsement of Insurance; Performance and Payment Bonds;
- Progress Review;
- Maintain On-Site Records;
- Schedule of Values and Processing of Payments;
- Evaluate Change Order Proposal Costs;
- Change Order Reports;
- Contractor Claims;
- Project Status Reports;
- Equipment Instruction Manuals, Warranties, and Releases;
- Completion of Contracts and Project;
- As-Built Documents;
- Training Sessions;
- Accounting Records;
- Permits;

- Initial Start-Up and Testing;
- Storm Water Pollution Plan; and
- Additional Services as needed

Phase 4 – Project Closeout and Post-Construction
- Relocation;
- User Training;
- Project As-Builts, Close Out, and Warranties;
- Final Claims Releases;
- Final Project Report and Payment;
- User Complaints; and
- Year-End Walk Through

Phase 5- Public Outreach
- Public Relations Activities; and
- Digital / Online Outreach

Construction management services are critical to provide expert level oversight to ensure the City receives a high-quality facility when construction is complete. In addition, the City does not have this level of expertise in-house and Consultant can provide the necessary support required of a project of this magnitude to the City project team. Consultant has demonstrated their technical expertise, overall professionalism, and teamwork mindset will be a great asset on this large and complex project. Another strong benefit that made their proposal stand was the number of staff that will be on-site throughout the entirety of the Project.

Consultant anticipates having at least three (3) dedicated employees on-site daily ensuring quality control, specifications, and benchmarks are being met throughout construction. Another factor which made Consultant a stand-out firm was one of their project managers for the Project is a Tracy resident. Their project manager has a vested interest in seeing this Project come to fruition because he frequents Tracy parks and recreational facilities, is a volunteer athletic coach, and a community volunteer.

The negotiated fee for construction management services is $3,433,900, which includes the following:

Task	**Fee**
Phase 1 – Pre-Construction	$129,360
Phase 2 – Plan Check and Bidding	$81,420
Phase 3 – Construction	$2,407,760
Phase 4 – Project Close-Out and Post Construction	$187,520
Phase 5 – Public Outreach	$50,000
Sub-Total	**$2,856,060**
Contingency (Approximately 6-month of additional services as required)*	$577,840
Total Not-To-Exceed Amount	**$3,433,900**

**Staff is recommending a contingency of $577,840 which creates an allowance for an approximate 6-month delay to the duration of the project. This contingency will ensure that funding is in place to cover additional construction management services as required in case of*

construction delays without causing an interruption in service. As with every project, the goal is to keep the project on schedule. However, the total not-to-exceed amount of this agreement still falls within the industry standard percentage of the project budget for this service.

FISCAL IMPACT

This Project was previously approved by the City Council as CIP 78178 with a current project budget of $15,500,000. The cost of this Agreement is covered by funds already allocated and available to the Project as follows:

Funding Source	Budget	Expenses	Encumbered (Committed)	Balance
General Fund	$ 2,500,000	$ -	$ -	$ 2,500,000
Measure V	4,000,000	194,871	1,638,242	2,166,887
Community Benefit	4,000,000	-	-	4,000,000
State Grant	5,000,000	2,570,039	2,429,961	-
Totals	$15,500,000	$ 2,764,910	$ 4,068,203	$ 8,666,887

Staff is awaiting the results of the environmental/traffic analysis which may or may not have impacts on the overall budget. A public hearing for the environmental analysis is tentatively planned for August at which point staff will request formal Council action to update the budget prior to advertising the project for public bid.

It should be noted that staff presented an updated estimated total Project budget of $88,000,000 at the March 21, 2023, City Council meeting, but no formal council action to update the budget has been taken at this time. Although the final budget is still being analyzed, costs associated with design services (LPA) and construction management services (Gilbane) are based on the estimated $88,000,000 project budget and align with industry standards.

Staff has structured the Agreement with Consultant in such a way that a Notice to Proceed is required for the consultant to start each phase of work providing critical cost control for this service.

PUBLIC OUTREACH/ INTEREST

While public outreach and participation is not required for this item, the public is invited to comment on the Project at the July 5, 2023, City Council meeting.

COORDINATION

The Parks and Recreation Department coordinated with the City Manager's Office, Finance, and Development Services (Engineering Division).

CEQA DETERMINATION

The proposed agreement is for construction management services and approval of this agreement will not result in a physical change in the environment. Therefore, this action is not considered a project as defined by Section 21065 of the Public Resources Code.

STRATEGIC PLAN

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

Goal 2: Facilitate the Completion of Measure V Amenities; Objective 2: Advance Measure V amenity planning.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving a Professional Services Agreement with Gilbane Building Company for a total not-to-exceed amount of $3,433,900 for construction management services for the new Tracy Multi-Generational Recreation Center and Park Improvements at El Pescadero Park (CIP 78178).

Prepared by: Richard Joaquin, Parks Planning and Development Manager

Reviewed by: Brian MacDonald, Director of Parks and Recreation
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

Attachment A – Professional Services Agreement with Gilbane Building Company

CITY OF TRACY
PARKS AND RECREATION DEPARTMENT
PROFESSIONAL SERVICES AGREEMENT WITH
GILBANE BUILDING COMPANY
FOR MULTI-GENERATIONAL RECREATION CENTER PROJECT CIP 78178

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Gilbane Building Company, a Rhode Island Corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant for construction management services for the new Tracy Multi-Generational Recreational Center and Park Improvements (Project); and

B. On April 4, 2023, the City issues a Request for Proposals (RFP) for construction management services for the Project. On April 26, 2023, proposals were due and the Consultant submitted their proposal for the Project in accordance with all requirements outlined in the RFP. City has determined that Consultant possesses the skills, experience, and certifications required for the Project.

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

D. This Agreement is being executed pursuant to Resolution No. ____ approved by Tracy City Council on June 20, 2023.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform construction management services for the Project, which includes the services described in Exhibit "A" attached and incorporated by reference (Services). The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Casey Michaelis. Consultant shall not, without City's prior written consent, replace its Authorized Representative, replace any of the personnel listed in Exhibit "A," or use or replace any subcontractor or sub-consultant. The City may terminate this Agreement if Consultant makes any such change or replacement in personnel or subcontractor/subconsultant without such prior written consent.

2. **Time of Performance.** Time is of the essence in the performance of Services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in Exhibit "A." As set forth in Exhibit A, the Services will be performed in five (5) different phases. Consultant shall not proceed from one phase to the next unless and until City issues a Notice to Proceed. Any Services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin after receipt of an initial Notice to Proceed by Consultant from the City and end eighteen (18) months after formal City Council acceptance of Project, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $3,433,900. Consultant's billing rates are on a time and materials basis and shall cover all costs and expenses for Consultant's performance of the Services. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

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

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

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

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

3.4 The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.) Consultant shall assume no design liability under this Agreement.

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

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

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

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

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

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

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

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

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

5.6 Notice of Cancellation Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

6. Termination The City may terminate this Agreement in its sole an absolute discretion by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Project in Consultant's possession or control, including, without limitation, preliminary drafts, contract documents, supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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

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

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

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

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

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

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

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

9. **Independent Contractor Status** Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

9.1 **Non-Exclusive Professional Services Agreement** The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City the same or similar services described in Exhibit A. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work relating to the Project to other consultants.

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

11. **Rebates, Kickbacks, or Other Unlawful Consideration** Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration

either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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

To City:

City of Tracy
Attn: Parks and Recreation
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

Gilbane Building Company
Attn: Casey Michaelis
2033 Gateway Place, Suite 450
San Jose, CA 95110

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

13. Miscellaneous

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

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

13.3 Waivers Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

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

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

13.6.1 Prevailing Wage Laws Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage

Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

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

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

13.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

13.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy **Municipal Corporation**	**Gilbane Building Company** **Rhode Island Corporation**
By: Nancy D. Young Title: Mayor Date: _____	By: _____ Title: Vice President Date: June 28, 2023
	Federal Employer Tax ID No. 05-0495530
Attest:	
Adrianne Richardson, City Clerk	By: _____ Title: Controller Date: June 28, 2023
Approved as to form:	
Bijal M. Patel, City Attorney	

Exhibits:

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

EXHIBIT A - Scope of Work

The Gilbane Building Company, a Rhode Island Corporation (CM) is required to perform the work specified herein:

I. Pre-Construction Phase

1. Construction Management Coordination: General coordination with City and LPA Design Studios (Architect) including, but not limited to, virtually attending weekly design meetings as requested.
2. Project Budgeting: Review and refine the current budget. CM shall work with the City and Architect on updating the budget as work progresses.
3. Construction Schedule: Develop, manage, and maintain a detailed project schedule for the construction phase activities of the project utilizing a software program that is based on the critical path method of scheduling. The schedule shall reflect the project design and construction milestones. The CM shall identify the software they propose to utilize for the construction schedule in their proposal.
4. Coordination / Engineering Review: Continuously review the Architect's contract document submissions and provide written comments on adherence to the City's program requirements, schedule, budget, constructability, life cycle cost analyses, and the coordination of the various disciplines, including civil, grading, demolition, structural, architectural, mechanical, electrical, HVAC, plumbing, interior finishes, fixtures, furnishings, and equipment (FF&E), and landscape. Continuous reviews shall be as determined by the City, the Architect and the CM. Formal submittals shall be reviewed according to the following schedule:
    a. 90% Construction Documents / Plan Check (2-week Review Period)
    b. Backcheck/Bid Set (1-week Review Period)
    c. Permit Set / Conform Set including Addenda (1-week Review Period)
5. Professional Consultants: Assist the City, if required, in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, roofing/waterproofing and other consultants as deemed necessary, and coordinate their services.
6. Additional Services As Needed: The CM shall carry an allowance for Additional Services As Needed. This may include things such as grant coordination if such funds were to be awarded to the City.

II. Plan Check & Bidding Phase

1. Addenda Review: Administer the addenda process and provide a review of each addendum during the bid phase for time, cost, and constructability impact, and make appropriate comments and recommendations.
2. Bid Review, Evaluation, and Recommendations: In cooperation with the Architect, the CM shall assist the City in pre-qualification process, the bid openings, and evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (as applicable). Make a formal report to the City regarding the potential award of the contracts, receive the bids, review the bids and prepare a bid evaluation and recommendations for the selection of bidders. Assemble and organize the contracts as required to perform the work by the plans and specifications for the Project. All construction work for the Project shall be competitively bid when required by law and awarded in no more than 90 days in accordance with normal requirements for general contractors. If the Project is funded with any State or Federal funds, CM shall comply with all applicable requirements.
3. Rebidding: In the event the bids exceed the Project Budget and the City authorizes re-bidding, cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project.

III. Construction Phase

1. Pre-Construction Conference(s): Conduct, in conjunction with the City and Architect, pre-construction orientation conference(s) for the benefit of the successful contractor and orient the contractor to the various reporting procedures and site rules prior to the commencement of actual construction.
2. Contract Administration: In cooperation with the Architect, administer the construction contract. Coordinate the preparation of construction staging areas on-site for the Project and coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades, or other items reasonably necessary for efficient construction. Coordinate the mobilization of all contractors and coordinate construction sequencing. In addition, provide management and related services as required to coordinate work of the contractor and the activities and responsibilities of the Architect and City to complete the Project in accordance with the contract documents.
3. Submittal Procedures: Establish and implement procedures with the City and Architect to coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures. Maintain logs, files and other necessary documentation. Establish a procedure for and collect certified payroll from the contractors for the Project.
4. Meetings: Coordinate and conduct pre-construction, construction, and weekly job-site progress meetings with the contractor, Architect and City. Record, transcribe and distribute meeting minutes to all attendees, the City, and all other appropriate parties. Assist in the resolution of any technical construction issues.
5. Quality Assurance/Quality Control (QA/QC): Establish and implement a QA/QC management plan for the Project which includes steps to observe, verify and document the specified level of construction quality.
6. Coordination of Technical Inspection and Testing: Coordinate all testing required by the Contract Documents, Architect or other third parties. If requested, assist the City in selecting any special consultants or testing laboratories.
7. Construction Observation: Ensure the construction conforms to the approved plans and specifications. Observe that the materials and equipment being incorporated into the work are handled, stored, and installed properly and adequately and are in compliance with the contract documents for the Project. Guard against defects and deficiencies and advise the City of any deviations, defects, or deficiencies observed in the work. Monitor Leadership in Energy and Environmental Design (LEED) activities. This task applies to both building and park improvements.
8. Non-Conforming Work: Review contractor's recommendations for corrective action on observed nonconforming work. Make recommendations to the City and Architect in instances where the CM observes work that is defective or not in conformance with the contract documents. Observe the contractor's work to verify that all authorized changes are properly incorporated in the Project.
9. Exercise of Contract Prerogatives: Advise the City and make recommendations for exercising the City's Contract prerogatives, such as giving the contractor notice to accelerate the progress when the schedule goals are in jeopardy due to contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.
10. Endorsements of Insurance; Performance and Payment Bonds: Prior to contractor commencing any work on the Project, the CM shall obtain from the contractor and review for compliance with the contract documents the required insurance policy endorsements, including additional insured endorsements, the certificates of liability insurance and the faithful performance and payment bonds and after review and correction of any deficiencies in these documents forward them to the City and the Architect. Further, the CM shall insure

that contractor maintain in effect the required insurance and bonds during their work on the Project and shall review any subsequent renewals or changes in insurance or bonds.

11. Progress Review: Keep a daily log containing a record of weather, the contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the City may require. Activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The CM shall identify problems encountered in accomplishing the work and recommend appropriate action to the City to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the City, the CM shall assist the contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the contractor(s), the City, Architect, and other appropriate parties. The report shall be delivered to the City upon completion of the Project.
12. Maintain On-Site Records: Develop and implement a comprehensive document management program. Ensure that records are maintained by the contractor at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; and applicable handbooks and are ready for review by Architect; Titles 21 and 24 of the California Code of Regulations; the California Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts. Maintain records in duplicate of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations. At the completion of the Project, deliver all such records to the Architect so the Architect may review the record as-built drawings, after which the as-built drawings shall be delivered to the City.
13. Schedule of Values and Processing of Payments: Review and recommend the contractor's schedule of values for each of the activities included in that contractor's schedule of events. Review with the Architect and make recommendations to the City pertaining to payments to the contractor.
14. Evaluate Change Order Proposal Costs: Evaluate contractor's costs for proposed change orders and make a recommendation to the City regarding the acceptance of any proposals for a change order. The City and the Architect will assist the CM in negotiating any change order costs and time extensions.
15. Change Order Reports: Ensure that all changes to the Contract between the City and contractor shall be by change order executed by the City. Prepare and distribute change order reports on a monthly basis. Identify their effect on the Contract price and Master Project Schedule.
16. Contractor Claims: Review with City and Architect all notices of claims and claims submitted by contractor against the City for any alleged cause. Perform an evaluation of the contents of such claim and make recommendations to the City before the time period established by law for City response to such claims has lapsed. If requested by the City, prepare estimates and alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the City and shall be used in claim rulings and negotiations. If requested by the City, negotiate claims with the contractor(s) on behalf of the City.
17. Project Status Reports: Prepare and distribute monthly a Project Status Report that shall include a report and update of all key items required to adequately manage the Project. A monthly construction summary shall be incorporated into the dedicated Project website.
18. Equipment Instruction Manuals, Warranties, and Releases: Obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers,

and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys, and documents shall be reviewed and delivered to appropriate City personnel.

19. Completion of Contracts and Project: Notify and assist Architect in preparing a list of incomplete or unsatisfactory items ("Punch-list") and prepare a schedule for their completion. Assist the Architect in determining when the Project or a designated portion thereof is complete. Prepare a summary of the status of the work of the contractor, listing changes in the previously issued Punch-list and recommending the times within which contractor shall complete the uncompleted items on the Punch-list.
20. As-Built Documents: Coordinate and expedite functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that contractor fails to provide acceptable "as-built" documents.
21. Training Sessions: Coordinate and schedule training sessions, if necessary, for the City's personnel and require that the contractor's obligation in providing this training is fulfilled.
22. Accounting Records: Establish and administer an appropriate Project accounting system in conjunction with the City and maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
23. Permits: Assist the City in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits.
24. Initial Start-up and Testing: With the Architect and the City's maintenance personnel, observe the contractor's proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. Coordinate and assist City in the move-in for the Project.
25. Storm Water Pollution Plan: As required, review Storm Water Pollution Plans and assist the contractor in coordinating the required work and monitor that the work is implemented in the field. Achieve satisfactory performance from the contractor(s) responsible for the installation and maintenance of this requirement. Recommend a course of action to the City when requirements of the contractor are not being fulfilled or promptly corrected.
26. Additional Services As Needed: The CM shall carry an allowance for Additional Services As Needed. This may include things such as grant coordination/management/reporting if such funds were to be awarded to the City.

IV. Project Close-Out and Post Construction Phase

1. Relocation: Assist the City to coordinate the arrival and installation of City furnished materials and FF&E's. Coordinate schedules for City user relocations and occupancy.
2. User Training: The CM shall schedule and document all City training sessions, and arrange for supplementary information where needed, and arrange for manufacturers to provide training for maintenance and operations personnel.
3. Punch Lists: In conjunction with Architect and City, develop, schedule, and verify completion of any outstanding punch list of incomplete or non-conforming work.
4. Project As-Builts, Close Out, and Warranties: Review contractual requirements for as-builts, close out documentation and warranties, and obtain and compile all required documentation for delivery to the City.
5. Final Claims Releases: Obtain final claim releases, including release of any stop notices, from the contractor as required by the contract and State law.
6. Final Project Report and Payment: Prepare the final payment documentation for the contractor, and provide a final report to the City that includes:
    a. A financial summary of all construction contracting, change orders, construction manager, consultant services, FF&E, and other costs associated with the Project.
    b. A construction summary with final schedule review and update.

c. A final acceptance summary with signed receipts from City staff of all close out document submittals.
d. A final acceptance of receipt of all FF&E.

7. User Complaints: Assist with response to initial post-occupancy complaints about missing or malfunctioning building components and equipment, and contractor/vendor warranty items.
8. Year-End Walk Through: Conduct a year-end walk through immediately prior to the expiration of the warranty period and ensure completion of noted items at no additional cost to the City.

V. Public Outreach

1. Public Relations Activities: Assist the City in public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings. The CM shall be the point of contact for the community during all phases of construction in regard to any complaints, questions, safety issues, noise problems, dust problems, and similar matters.
2. Digital / Online Outreach: Develop and maintain a Project-specific website page, developing and maintaining Project related social media, community outreach, coordination of community engagement events and presentations, Project branding and graphic design, maintaining community engagement and interested parties database.

Time of Performance:

- Start – July 2023 (Tentative, based on receipt of Notice to Proceed)
- End – Eighteen (18) months after formal City Council acceptance of Project

Personnel:

- Casey Michaelis – Principal-in-Charge | Management Contact
- Glenn Rock – Project Executive
- Kevin Eckels – Project Manager
- Chris Barry – Preconstruction Executive
- Karen Tran – Senior Project Engineer
- Robin Mathers – Field Superintendent

EXHIBIT B - Compensation

	Task	Personnel and Hours: Project Executive	Project Manager	Sr. Project Engineer	Field Superintendent	Chief Scheduler	Estimator	Safety Manager	Project Accountant	Total Hours by Task	Total Cost per Task
Task1	Preconstruction										$ 120,560
	1 Construction Management Coordination	20	20	0	0	0	0	0	0	40	$ 8,800
	2 Project budgeting	20	40	0	0	0	80	0	16	156	$ 29,760
	3 Construction Schedule	20	40	0	20	0	0	0	0	80	$ 16,400
	4 Coordination / Engineering Reviewer	20	100	120	40	0	0	0	0	280	$ 52,400
	5 Professional Consultants	10	20	40	0	0	0	0	0	70	$ 13,200
	6 Additional Services As Needed (allowance)	20	4	0	0	0	0	0	20	44	$ 8,800
Task2	Plan Check and Bidding										$ 61,420
	1 Addenda Review	12	40	10	20	0	0	0	6	88	$ 17,140
	2 Bid Review, Evaluation, and Recommendations	12	80	30	40	0	0	0	6	168	$ 32,140
	3 Rebidding	12	80	30	40	0	0	0	6	168	$ 32,140
Task3	Construction										$2,311,360
	1 - 25	240	4,000	4,000	4,000	96	0	96	96	12,528	$2,311,360
	26 Additional Services As Needed (allowance)	216	50	0	0	0	0	0	216	482	$ 96,400
Task4	Project Close-Out and Post Construction										$ 187,520
	1 Relocation	0	40	40	0	0	0	0	0	80	$ 14,800
	2 User Training	0	40	40	0	0	0	0	0	80	$ 14,800
	3 Punch List	0	80	160	160	0	0	0	0	400	$ 72,000
	4 Project As-Builts, Close-out and Warranties	0	40	80	20	0	0	0	0	140	$ 25,200
	5 Final Claims Releases	0	80	40	0	0	0	0	0	120	$ 22,800
	6 Final Project Report and Payment	0	40	0	0	0	0	0	12	52	$ 9,920
	7 User Complaints	0	80	40	20	0	0	0	0	140	$ 26,400
	8 Year-End Walk-Through	0	8	0	0	0	0	0	0	8	$ 1,600
Task5	Public Outreach										$ 50,000
	1 Public Relations Activities	50	100	0	100	0	0	0	0	250	$ 50,000
	2 Digital / Online Outreach	0	0	0	0	0	0	0	0	0	$ -
	Sub-total Hours by Personnel (excluding allowances)	416	4,928	4,630	4,460	96	80	96	142	14,848	$2,750,860
	Sub-total Hours for Allowances (Tasks 1.6 & 3.26)	236	54	0	0	0	0	0	236	526	$ 105,200
Total	**Hours by Personnel**	**652**	**4,982**	**4,630**	**4,460**	**96**	**80**	**96**	**378**	**15,374**	**$2,856,060**
	Hourly Rates	**$ 240**	**$ 200**	**$ 170**	**$180**	**$210**	**$180**	**$190**	**$160**		
	Sub-total Cost by Personnel (excluding allowances)	**$ 99,840**	**$985,600**	**$ 787,100**	**$802,800**	**$20,160**	**$14,400**	**$18,240**	**$22,720**		**$2,750,860**
	Sub-total Cost by Personnel for Allowances	**$ 56,640**	**$ 10,800**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$37,760**		**$ 105,200**
Total	**Cost by Personnel**	**$156,480**	**$996,400**	**$ 787,100**	**$802,800**	**$20,160**	**$14,400**	**$18,240**	**$60,480**		**$2,856,060**

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GILBANE BUILDING COMPANY FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MULTI-GENERATIONAL RECREATION CENTER PROJECT (CIP 78178) FOR A NOT-TO-EXCEED AMOUNT OF $3,433,900

WHEREAS, The Multi-Generational Recreation Center project **(CIP 78178)** includes the construction of a new +/- 52,000 square foot recreation facility including +/- 13-acres of park improvements including parking lots, vehicular circulation, a skate park, a dog park, a pavilion, a promenade, stormwater basins and more (Project); and

WHEREAS, Due to the size and complexity of the Project, the City seeks to engage an outside project manager to oversee the five (5) phases of the Project: plan check and bidding, construction, project close-out and post construction, and continuous public outreach (Services); and

WHEREAS, On February 15, 2022, the City Council approved a Professional Services Agreement with LPA, Inc., a California Corporation (LPA), to lead site feasibility studies as well as the design and development of construction documents for the Project (Resolution 2022-019); and

WHEREAS, On July 5, 2022, the City Council adopted a resolution declaring El Pescadero Park as the site location for the Project and directed staff to move forward with conceptual design of El Pescadero Park to address the existing condition of the park (Resolution 2022-015); and

WHEREAS, On the following dates the City Council appropriated various amounts totaling $15,500,000 for the Project

Source	Amount	Resolution
General Fund FY23/24 Budget	$2,500,000	2023-104
Grant FY22/23 Budget Adoption	$5,000,000	2022-085
Community Benefit FY 22/23 Budget Adoption	$4,000,000	2022-085
Measure V	$4,000,000	2018-044
TOTAL	**$15,500,000**	

; and

WHEREAS, On April 4, 2023, staff issued a Request for Proposals (RFP) for construction management services for the Project. The City received four (4) responsive proposals to the RFP. Three (3) of the four (4) firms were subsequently invited to an interview: Gilbane Building Company (Consultant), Griffin Structures, and Roebbelen; and

WHEREAS, The interview panel included Assistant City Manager, Director of Parks & Recreation, Associate Civil Engineer in Construction Management, and Parks Planning & Development Manager. After completing its review of all submitted proposals/bids and

interviews Staff determined that Consultant best met the needs of the City and demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services. The City has determined that Consultant is well qualified to perform the Services based on Consultant's experience and knowledge of construction management of similar projects; and

WHEREAS, Staff has negotiated a Professional Services Agreement (Agreement) with Consultant that includes, in part, a "Not to Exceed" amount of $3,433,900. As set forth in the Agreement, the scope of work will include the Services.

WHEREAS, The fee for the Services includes the following costs:

Task	**Fee**
Phase 1 – Pre-Construction	$129,360
Phase 2 – Plan Check and Bidding	$81,420
Phase 3 – Construction	$2,407,760
Phase 4 – Project Close-Out and Post Construction	$187,520
Phase 5 – Public Outreach	$50,000
Sub-Total	**$2,856,060**
Contingency (Approximately 6-month of additional services)	$577,840
Total Not-To-Exceed Amount	**$3,433,900**

WHEREAS, The City seeks to enter into the Agreement.

NOW, THEREFORE, Be it resolved as follows:

RESOLVED: That the above recitals are true and correct; and be it,

FURTHER RESOLVED: That the City Council of the City of Tracy hereby approves the Agreement for Consultant to provide the Services relating to the Project. The City, after review and approval by the City Attorney's office, may execute the Agreement and take any and all further actions to effectuate the purposes of this Resolution.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on July 5, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving the purchase of equipment to maintain Legacy Fields in the amount of $194,300.

EXECUTIVE SUMMARY

Staff recommends the City Council approve the purchase of new field equipment for the Parks and Recreation Department to maintain Legacy Fields. The total for all equipment is expected to be $194,300 with purchasing through vendors which submitted a bid in response to the City's Notice of Inviting Bids for vehicles, tractors, and machinery. These purchases are essential to ensure Legacy Fields are maintained as a premier sports venue for local league use and tournament play.

BACKGROUND AND LEGISLATIVE HISTORY

The Parks and Recreation Department is responsible for the maintenance of all City parks and sports complexes. In 2022, the City Council, through Resolution 2022-150, approved the update to the Citywide Parks, Recreation, and Trails Master Plan (Master Plan). The Master Plan is intended to serve as a roadmap to help guide staff. The Master Plan identified improving and maintaining existing parks as the top priority for residents. In addition, athletic fields were identified as one of the most utilized amenities within the park system, requiring additional care and maintenance. Construction of Legacy Fields Phase 1E is expected to be complete in the Summer of 2023. By procuring the necessary equipment to maintain Legacy Fields, the City will be taking a proactive approach ensuring staff have the resources needed to preserve the integrity of the facility.

At the April 18, 2023, regular City Council meeting through Resolution 2023-067, the City Council approved one-time funding in the amount of $600,000 from Measure V (Fund 107) for the purchase of equipment to maintain and operate Legacy Fields. Subsequently, at the June 6, 2023, City Council meeting, the Council approved, through Resolution 2023-091, the purchase of five (5) pieces of equipment through Sourcewell, a cooperative purchasing agreement, for a total amount of
$241,000.

ANALYSIS

Pursuant to the Tracy Municipal Code, 2.20.180, a Notice Inviting Bids for vehicles, tractors, and machinery was published on May 11, 2023, and issued. The bid specifications identified four (4) items the City intends to purchase to ensure Legacy Fields has the necessary equipment to maintain the facility as a premier sports venue. The specification of the bid allowed for vendors to bid on single or multiple items identified in the Notice. At the close of the Notice, the City received a total of three (3) bids. One piece of equipment, ABI Force Zero Turn Work Machine, did not receive a bid.

Staff recommends the following vendors be awarded for the purchase of the respective equipment:

Vendor	Equipment	Price	Description
Belkorp Agriculture Inc.	Smithco Sweep Star V-72	$59,000	Self-contained combination sweeper and vacuum.
Belkorp Agriculture Inc.	Trimax Pegasus - 493	$56,300	Rotary roller wide-area mower.
Dornoch Inc, (DBA Tracy Ford)	F-350	$79,000	Full-ton work truck
TOTAL			**$194,300**

The quotes for the equipment listed in the table above are attached to this Staff Report as Attachments A, B, and C.

FISCAL IMPACT

At the April 18, 2023, regular City Council meeting, the Council approved, through Resolution 2023-067, one-time funding in the amount of $600,000 from Measure V (Fund 107) for the current Fiscal Year, 2022/2023. To date, $241,000 has been expended for equipment purchases leaving an available balance of $359,000. If the request to purchase equipment in the amount of $194,300 is approved, there will be approximately $164,700 remaining for additional equipment and/or smaller purchase items. Should additional purchases need to be made, staff will adhere the City's purchasing policy and return to Council for items exceeding $50,000.

PUBLIC OUTREACH/ INTEREST

N/A

COORDINATION

The Parks and Recreation Department coordinated with Finance and Utilities & Operations (Fleet Division).

CEQA DETERMINATION

This is an operational item and CEQA does not apply.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Quality of Life strategies.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving the purchase of equipment to maintain Legacy Fields in the amount of $194,300.

Prepared by: Nilo Velazquez, Management Analyst II
Todd Rocha, Public Works Superintendent

Reviewed by: Brian MacDonald, Director of Parks and Recreation
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

Attachment A: Belkorp Agriculture Inc. - Smithco Sweep Star V-72
Attachment B: Belkorp Agriculture Inc. - Trimax Pegasus - 493
Attachment C: Dornoch Inc, (DBA Tracy Ford) - F350

JOHN DEERE

BELKORP AG

Quote Id: 28684467

Prepared For:

CITY OF TRACY

Prepared By: **Kyle Teubert**

Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206

Tel: 209-944-5714
Fax: 209-942-4346
Email: kteubert@belkorpag.com

Date: 25 April 2023

Offer Expires: 31 August 2023

JOHN DEERE

BELKORP AG

Quote Summary

Prepared For:

CITY OF TRACY
325 E 10TH ST
TRACY, CA 95376
Business: 209-831-4424

Prepared By:

Kyle Teubert
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
Phone: 209-944-5714
kteubert@belkorpag.com

Quote Id:	28684467
Created On:	25 April 2023
Last Modified On:	25 May 2023
Expiration Date:	31 August 2023

Equipment Summary	Suggested List	Selling Price		Qty		Extended
SMITHCO SWEEP STAR V-72	$ 60,837.00	$ 54,375.00	X	1	=	$ 54,375.00
Equipment Total						**$ 54,375.00**

Quote Summary	
Equipment Total	$ 54,375.00
CA Tire Fee	$ 3.50
Convenience CC Fee two and half percent	$ 0.00
SubTotal	$ 54,378.50
Sales Tax - (8.25%)	$ 4,485.94
Est. Service Agreement Tax	$ 0.00
Total	$ 58,864.44
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 58,864.44**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

BELKORPAG

Selling Equipment

Quote Id: 28684467 **Customer:** CITY OF TRACY

SMITHCO SWEEP STAR V-72

Hours: 0

Stock Number:

Suggested List
$ 60,837.00

Selling Price
$ 54,375.00

Code	Description	Qty	Unit	Extended
72-000	Sweep Star V72(Big Vac) Base Unit	1	$ 39,818.00	$ 39,818.00
	Standard Options - Per Unit			
72-001	Combination Sweeper-Verticut Head **NOTE: Requires Minimum of 35 hp PTO	1	$ 15,039.00	$ 15,039.00
72-003	25 ft. (8m) Hand Held Vacuum Hose With suction nozzle	1	$ 2,930.00	$ 2,930.00
	Standard Options Total			**$ 17,969.00**
	Other Charges			
	Freight	1	$ 2,100.00	$ 2,100.00
	Setup	1	$ 950.00	$ 950.00
	Other Charges Total			**$ 3,050.00**
	Suggested Price			**$ 60,837.00**
	Customer Discounts			
	Customer Discounts Total		**$ -6,462.00**	**$ -6,462.00**
Total Selling Price				$ 54,375.00

JOHN DEERE

BELKORPAG

Quote Id: 28682857

Prepared For:

CITY OF TRACY

Prepared By: **Kyle Teubert**

Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206

Tel: 209-944-5714
Fax: 209-942-4346
Email: kteubert@belkorpag.com

Date: 25 April 2023

Offer Expires: 31 August 2023

JOHN DEERE

BELKORP AG

Quote Summary

Prepared For:

CITY OF TRACY
325 E 10TH ST
TRACY, CA 95376
Business: 209-831-4424

Prepared By:

Kyle Teubert
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
Phone: 209-944-5714
kteubert@belkorpag.com

Quote Id:	28682857
Created On:	25 April 2023
Last Modified On:	25 May 2023
Expiration Date:	31 August 2023

Equipment Summary	Suggested List	Selling Price		Qty		Extended
TRIMAX PEGASUS-493	$ 53,050.00	$ 51,963.86	X	1	=	$ 51,963.86
Equipment Total						**$ 51,963.86**

Quote Summary	
Equipment Total	$ 51,963.86
CA Tire Fee	$ 3.50
Convenience CC Fee two and half percent	$ 0.00
SubTotal	$ 51,967.36
Sales Tax - (8.25%)	$ 4,287.02
Est. Service Agreement Tax	$ 0.00
Total	$ 56,254.38
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 56,254.38**

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

BELKORP AG

Selling Equipment

Quote Id: 28682857 **Customer:** CITY OF TRACY

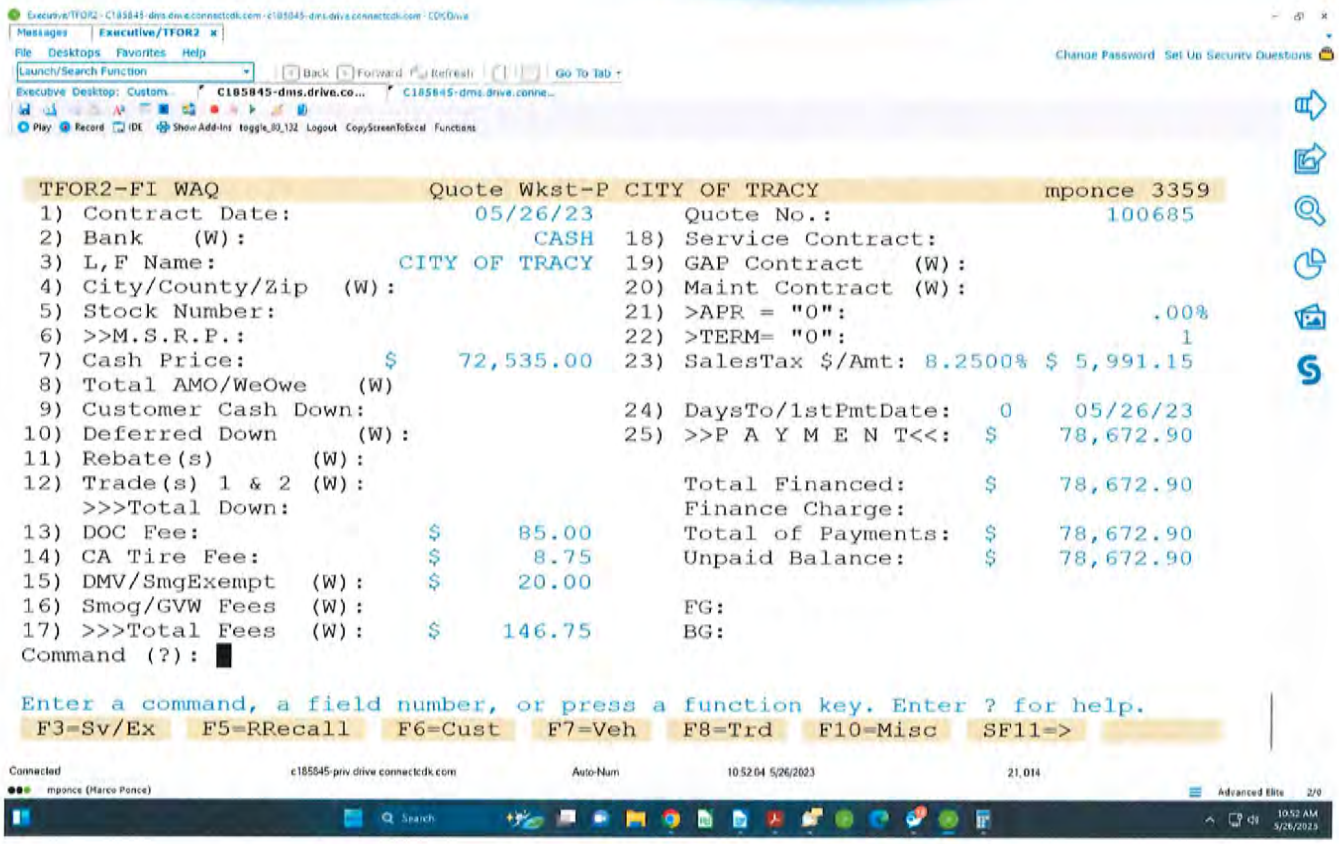
TRIMAX PEGASUS-493

Hours: 0
Stock Number: 55004

Suggested List
$ 53,050.00
Selling Price
$ 51,963.86

Code	Description		Qty	Unit	Extended
S4 493	PEGAUS S4 493	Cutting width 16' 2"	1	$ 49,600.00	$ 49,600.00
	Other Charges				
	Freight		1	$ 2,800.00	$ 2,800.00
	Setup		1	$ 650.00	$ 650.00
	Other Charges Total				**$ 3,450.00**
	Suggested Price				**$ 53,050.00**
	Customer Discounts				
	Customer Discounts Total			**$ -1,086.14**	**$ -1,086.14**
Total Selling Price					$ 51,963.86

TRACY
TracyFord.com
Ford
3500 Auto Plaza Way
Tracy, CA 95304
209-879-4700



```
TFOR2-FI WAQ                  Quote Wkst-P CITY OF TRACY                    mponce 3359
 1) Contract Date:                 05/26/23      Quote No.:                      100685
 2) Bank     (W):                      CASH  18) Service Contract:
 3) L,F Name:                  CITY OF TRACY  19) GAP Contract    (W):
 4) City/County/Zip   (W):                   20) Maint Contract  (W):
 5) Stock Number:                            21) >APR = "0":                      .00%
 6) >>M.S.R.P.:                              22) >TERM= "0":                        1
 7) Cash Price:             $     72,535.00  23) SalesTax $/Amt: 8.2500% $ 5,991.15
 8) Total AMO/WeOwe    (W)
 9) Customer Cash Down:                      24) DaysTo/1stPmtDate:    0     05/26/23
10) Deferred Down      (W):                 25) >>P A Y M E N T<<:   $     78,672.90
11) Rebate(s)          (W):
12) Trade(s) 1 & 2     (W):                     Total Financed:       $     78,672.90
    >>>Total Down:                              Finance Charge:
13) DOC Fee:                    $       85.00   Total of Payments:    $     78,672.90
14) CA Tire Fee:                $        8.75   Unpaid Balance:       $     78,672.90
15) DMV/SmgExempt      (W):     $       20.00
16) Smog/GVW Fees      (W):                     FG:
17) >>>Total Fees      (W):     $      146.75    BG:
Command (?):

Enter a command, a field number, or press a function key. Enter ? for help.
 F3=Sv/Ex   F5=RRecall   F6=Cust   F7=Veh   F8=Trd   F10=Misc   SF11=>
```

Preview Order N222 - W3A 4x2 Crew Cab SRW: Order Summary Time of Preview: 05/26/2023 10:25:27 Receipt: 5/16/2023

Dealership Name: Tracy Ford **Sales Code :** F72463

Dealer Rep.	MARCO PONCE	**Type**	Retail	**Vehicle Line**	Superduty	**Order Code**	N222
Customer Name	X XXXXX	**Priority Code**	19	**Model Year**	2023	**Price Level**	340

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F350 4X2 CREW CAB PICKUP/176	$49015	$46564	JOB #2 ORDER	$0	$0
176 INCH WHEELBASE	$0	$0	CV LOT MANAGEMENT	$0	$10
OXFORD WHITE	$0	$0	FRONT LICENSE PLATE BRACKET	$0	$0
VINYL 40/20/40 SEATS	$0	$0	10600# GVWR PACKAGE	$0	$0
MEDIUM DARK SLATE	$0	$0	50 STATE EMISSIONS	$0	$0
PREFERRED EQUIPMENT PKG.610A	$0	$0	BACKGLASS DEFROST	$0	$0
.XL TRIM	$0	$0	POWER SLIDING REAR WINDOW	$405	$368
.AIR CONDITIONING -- CFC FREE	$0	$0	JACK	$0	$0
.AM/FM STEREO MP3/CLK	$0	$0	PRIVACY GLASS	$30	$28
.6.8L DEVCT NA PFI V8 ENGINE	$0	$0	FUEL CHARGE	$0	$168.48
10-SPEED AUTO TORQSHIFT-G	$0	$0	PRICED DORA	$0	$0
.LT245/75R17E BSW ALL-SEASON	$0	$0	DESTINATION & DELIVERY	$1895	$1895
3.73 RATIO REGULAR AXLE	$0	$0			

	MSRP	INVOICE
TOTAL BASE AND OPTIONS	$51345	$49033.48
DISCOUNTS	NA	NA
TOTAL	$51345	$49033.48

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature Date

This order has not been submitted to the order bank.

This is not an invoice.

Diamond Truck Body Mfg. Co. Inc.,
1908 E. Fremont St.
Stockton, CA 95205

Phone: (209) 943-1655 Fax: (209) 943-0805

QUOTATION

DATE	QUOTATON #
5/16/2023	22393

NAME / ADDRESS	Ship To
TRACY FORD 3500 AUTO PLAZA WAY TRACY, CA 95304	TRACY FORD 3500 AUTO PLAZA WAY TRACY, CA 95304

Customer Contact	SAM KHALILI	Customer Phone	DIRRECT.879-4777

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	NET 30	6/15/2023	JC			

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
	ATTN: MARCO PONCE 209-879-4700			
502	10' FOOT FLATBED DUMP MADE BY DIAMOND TRUCK BODY. PAINTED WHITE AND INSTALLED. TO MOUNT ON FORD 2017 YR. F-350 60" CA. SRW. --12 GA. SMOOTH DECK. 81" WIDE, 120" LONG --CROSS MEMBERS ON 12" CENTERS --5" LONG SILS AT 34" FRAME CENTERS --STAKE POCKETS --SQUARED HEADBOARD. W/ EXPANDED METAL 36" TALL --RUGBY SR-4016 SUBFRAME HOIST. SINGLE ACTING --CONTROLS FOR DUMP NEXT TO SEAT. --TWO UNDER BODY BOXES. 12" D, 16" T, 34" W. WHITE. --36" TALL SIDE BOARDS. 1/2" ANGLE AND PLYWOOD [SOLID] --REAR SWINGING BARN DOORS WITH CAM LATCH --REAR DOOR HOLDERS TO KEEP DOOR OPEN --CLASS IV RECEIVER HITCH AND 7-WAY PLUG RV --L.E.D. CHASSIS LIGHTS.	1	20,295.00	20,295.00
504	WEIGHT CERTIFICATE / CHASSIS CERTIFICATE.		0.00	0.00
504	MESH PULL TARP. [PULL TARP BRAND]	1	1,850.00	1,850.00
504	[5] HEAVY D-RINGS DOWN EA. SIDE RAIL	10	35.00	350.00
504	9" X 9" BEACON LIGHT PADS. [1] EA SIDE OF H/B	2	75.00	150.00
504	TRAFFIC ADVISER MOUNTS. MT. TO TARP HOUSING	1	45.00	45.00
	CUSTOMER TO PICK UP AND DELIVER. SINGLE REAR WHEEL REQUIRED FOR THE ABOVE FLATBED.			

Quoted by John Cooper This bid is valid for 30 days. thank you for the opportunity to bid your order.

SUBTOTAL	
SALES TAX (0.00)	
TOTAL	

Diamond Truck Body Mfg. Co. Inc.,
1908 E. Fremont St.
Stockton, CA 95205

Phone: (209) 943-1655 Fax: (209) 943-0805

QUOTATION

DATE	QUOTATON #
5/16/2023	22393

NAME / ADDRESS	Ship To
TRACY FORD 3500 AUTO PLAZA WAY TRACY, CA 95304	TRACY FORD 3500 AUTO PLAZA WAY TRACY, CA 95304

Customer Contact	SAM KHALILI	Customer Phone	DIRRECT.879-4777

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	NET 30	6/15/2023	JC			

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
	QUOTED BY JOHN COOPER. PRICE IS VALID FOR 30 DAYS FROM THE DATE ABOVE. SUBJECT TO CHANGE.			

Quoted by John Cooper This bid is valid for 30 days. thank you for the opportunity to bid your order.

SUBTOTAL	$22,690.00
SALES TAX (0.00)	$0.00
TOTAL	$22,690.00

AUTHORIZATION_____

SIGNATURE_____

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING THE PURCHASE OF EQUIPMENT IN THE AMOUNT OF $194,300 TO MAINTAIN AND OPERATE LEGACY FIELDS

WHEREAS, At the April 18, 2023, regular City Council meeting, the Council approved one-time funding in the amount of $600,000 from Measure V (Fund 107) for the purchase of equipment to maintain and operate Legacy Fields; and

WHEREAS, The Construction of Legacy Fields Phase 1E is expected to be complete in the Summer of 2023; and

WHEREAS, Certain equipment, including the equipment listed in the table below (Equipment), is necessary to maintain Legacy Fields as a premier sports venue and will perform a specific function. The Equipment may be deployed to other parks as a back-up equipment, if needed. The City seeks to take a proactive approach to ensure City staff have the resources needed to preserve the integrity of the facility by procuring the Equipment now, as utilization is expected to increase facility wide; and

WHEREAS, Pursuant to Tracy Municipal Code, section 2.20.180, a Notice Inviting Bids for vehicles, tractors, and machinery was published and issued on May 11, 2023. The bid specifications identified four (4) pieces of equipment that the City intends on purchasing to ensure Legacy Fields has the necessary equipment to maintain the facility as a premier sports venue. The bid allowed vendors to bid on single or multiple items identified in the Notice; and

WHEREAS, Three (3) bids were received by the expiration of the Notice submittal period. No bids were submitted for one piece of equipment, the ABI Force Zero Turn Work Machine ; and

WHEREAS, As set forth in the table below, the estimated cost for the Equipment is $194,300. The City wishes to purchase the Equipment from the vendor's identified in the table below:

Vendor	**Equipment**	**Price**	**Description**
Belkorp Agriculture Inc.	Smithco Sweep Star V-72	$59,000	Self-contained combination sweeper and vacuum.
Belkorp Agriculture Inc.	Trimax Pegasus - 493	$56,300	Rotary roller wide-area mower.
Dornoch Inc, (DBA Tracy Ford)	F-350	$79,000	Full-ton work truck
ESTIMATED TOTAL			**$194,300**

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the above recitals are true and correct; and be it,

FURTHER RESOLVED: That the City Council of the City of Tracy approves the purchase of the Equipment in an amount not to exceed $194,300.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on July 5, 2023 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council adopt a separate resolution approving a Professional Services Agreement, for an initial term of one year, with an administrative option to extend annually, for an additional three years, to provide On-call Landscape Architectural, Landscape Plan Check, Landscape Inspection and Project Management Services, with the following consultants and not to exceed amounts:

1) a Resolution Approving a Professional Services Agreement with Callander Associates for a not to exceed amount of $300,000 annually for an initial one-year term, with an administrative option to extend, annually, for three additional years (total not to exceed amount of $1,200,000) to provide on-call landscape architectural, plan check, inspection, and project management services; and

2) a Resolution Approving a Professional Services Agreement with O'Dell Engineering for a not to exceed amount of $600,000 annually for an initial one-year term, with an administrative option to extend, annually, for three additional years (total not to exceed amount of $2,400,000) to provide on-call landscape architectural, plan check, inspection, and project management services.

EXECUTIVE SUMMARY

This agenda item relates to two (2) On-Call Professional Services Agreements (PSAs): one with Callander Associates (Callander Agreement) and one with O'Dell Engineering (O'Dell Agreement). The PSAs are for on-call professional landscape architectural, plan check, inspection, and project management services for both capital improvement projects and development plan review. The Callander Agreement includes a not-to-exceed amount of $300,000 annually for an initial one-year term, with an administrative option to extend, annually, for three additional years (total not to exceed amount of $1,200,000) to provide on-call landscape architectural, plan check, inspection, and project management services. The O'Dell Agreement includes a not-to-exceed amount of $600,000 annually for an initial one-year term, with an administrative option to extend, annually, for three additional years (total not to exceed amount of $2,400,000) to provide on-call landscape architectural, plan check, inspection, and project management services. The funding for these consultant services will be through budgeted CIP projects and reimbursed developer contributions for which such consultant services are required.

Due to the workload in the Parks Planning & Development Division, staff recommends that consultants be retained to provide professional services assisting with the completion of capital projects and land development plan reviews.

BACKGROUND AND LEGISLATIVE HISTORY

The Parks & Recreation Department's current capital improvement program (CIP) consists of a variety of projects generally consisting of playground replacements, sport court renovations and enhancements, shade structures, enhancing pedestrian safety and access to parks, creation of natural/open space areas and habitats, BMX pump tracks, aquatic center, recreation center and sports complex renovations, including sports field lighting. The Department is also evaluating

numerous road and streetscape landscape rehabilitation projects in collaboration with Development Services and Operations & Utilities.

In addition to capital improvements, the City has also been experiencing substantial growth in new development areas including new parks and streetscapes in which landscape plan check and landscape inspection services have been needed for some time.

Based on this demand, the City issued, on September 9, 2022, a Request for Proposals (RFP) for the following categories of services: On-Call Landscape Architectural, Landscape Plan Check, Landscape Inspection, and Project Management Services. Those who submitted proposals had the opportunity to select which specific categories of services they were interested in providing. On October 13, 2022, ten proposals were submitted to the City. From this RFP, seven "on-call" consultants were selected to provide at least one of the four service categories requested by the City. On November 15, 2022, the City Council approved, through Resolution 2022-175, the seven consultants for the Parks and Recreation Department's On-Call Professional Services list (On Call List). Callander Associates and O'Dell Engineering were two of the seven consultants selected to provide all of the service categories available.

Currently, the Parks Planning and Development Division has one unfilled full-time staff position which is responsible for design, project management, and technical oversight on the Parks & Recreation capital program and new development reviews.

ANALYSIS

CIPs and development plan reviews can require specialized professional design/technical services that City design staff are either not licensed to perform and/or do not have the capacity to take on. On-call services allow staff to have streamlined access to the specific type of design and technical support services needed to move CIP and development reviews towards completion. The on-call consultants have the ability to complete portions of design work or entire capital improvement projects, perform studies and provide analysis depending on the specific project needs.

Additionally, the demand for residential development within the City is growing and during the recent Citywide reorganization of the departments, plan checks/review of all right-of-way landscaping for development applications was moved to be under the purview of the Parks and Recreation Department. Therefore, there are now many more conflicting deadlines and time constraints competing with development reviews and CIP projects.

There is a significant sense of urgency to procure these on-call services, especially to keep development plan reviews and capital projects on schedule. Staff is already actively managing and tempering expectations with the development community and capital project stakeholders due to the workload and competing priorities. The approval of these on-call professional services will allow staff to increase current workload capacity to keep up with the demand of delivering high quality projects in a timely fashion.

After negotiations between the City and the consultants, the parties reached an agreement for the performance of services and those services are in accordance with the terms set forth in the PSAs, with a not-to-exceed amount of $300,000 for Callander Associates per calendar year and $600,000 for O'Dell Engineering per calendar year. The initial term of each PSA is set to begin on July 6, 2023 and expire on June 30, 2024. Both agreements allow the City Manager to extend the initial term, on an annual basis, following a written determination that the consultant has satisfactorily met all the requirements of the PSA, subject to annual budgetary

appropriation by the City Council, through the budget approval process, allowing such annual extensions. Once these on-call agreements are fully executed, staff will engage each consultant on an as-needed basis by requesting a proposal for a specific scope of work, timeline, and fee based on the needs at that time.

CEQA DETERMINATION

The proposed on-call agreements are for planning, design and plan check work only and approval of these on-call agreements will not result in a physical change in the environment. Therefore, this action is not considered a project as defined by Section 21065 of the Public Resources Code. Each individual CIP project will undergo separate evaluation, prior to relevant discretionary actions by the City, to comply adequately with California Environmental Quality Act.

FISCAL IMPACT

Each PSA has an initial term of one year and is within the current budgetary authority granted by the City Council to the City Manager, pursuant to the budget approval process. This budgetary authority consists of approved capital improvement project budget appropriations as well as estimated plan-check fees and/or other fees per the City's Master Fee Schedule and the department's General Fund budget appropriation. Extensions to each PSA will be granted only subject to adequate budget appropriation to such extension.

COORDINATION

For the landscape plan review and landscape inspection services, coordination with Development Services Department (Engineering Division) and Parks Planning and Development Division has been underway since the Citywide reorganization. Other coordinating departments on this item included the City Attorney's Office and Finance.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt: 1) a Resolution approving an On-Call Professional Services Agreement with Callander Associates for a not to exceed amount of $300,000 annually for an initial one year term, with an administrative option to extend, annually, for three additional years (total not to exceed amount of $1,200,000) to provide on-call landscape architectural, plan check, inspection, and project management services; and 2) a Resolution approving an On-Call Professional Services Agreement with O'Dell Engineering for a not to exceed amount of $600,000 annually for an initial one year term, with an administrative option to extend, annually, for three additional years (total not to exceed amount of $2,400,000) to provide on-call landscape architectural, plan check, inspection, and project management services.

Prepared By: Richard Joaquin, Parks Planning & Development Manager

Reviewed by: Brian MacDonald, Director of Parks & Recreation
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – On-Call Professional Service Agreement with Callander Associates Landscape Architecture, Inc.
Attachment B – On-Call Professional Service Agreement with O'Dell Engineering

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Callander Associates Landscape Architecture, Inc. for Landscape Architectural, Landscape Plan Check, Landscape Inspection and Project Management On-Call Services

This On-Call Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Callander Associates Landscape Architecture, Inc., a California corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. On November 15, 2022, the City Council adopted Resolution 2022-175 approving Callander Associates Landscape Architecture, Inc. as a qualified consultant to provide on-call services to the City for specified categories.

B. City desires to retain Consultant to provide Landscape Architectural, Landscape Plan Check, Landscape Inspection and Project Management services, to provide the foregoing services, on an on-call basis. City and Consultant will negotiate the scope of specific services prior to the commencement of any work, and Consultant will perform such agreed upon services, only upon the City's issuance of a Purchase Order for each specific service.

C. This Agreement is being executed pursuant to the authority granted in Resolution No. ____ approved by Tracy City Council on _____, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Services. Upon request from City through a Purchase Order, Consultant shall provide City with the proposed scope of services (Services) under this Agreement. City and Consultant may negotiate the Services to be provided under each proposed Purchase Order, and City may either accept or reject the Services. City may alter, change, or modify the Services at any time.

Consultant shall perform Services as directed by specific Purchase Orders issued by the City. Consultant shall not perform any Services until City issues a written Purchase Order for such Services. Purchase Orders may not be used to amend the language or the terms of this Agreement, nor to exceed the scope of Services under the Agreement. Assignment to Consultant of the specific Services shall be authorized by the City's issuance of Purchase Orders in a format set forth in Exhibit A.

The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: David Rubin. Consultant shall not replace its Authorized Representative, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar scope of Services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of Services under this Agreement, and the period of performance shall be in accordance with the dates specified in the Purchase Order. No Purchase Order will include a period of performance beyond the expiration date of

this Agreement. The timing requirements set forth in each Purchase Order shall be strictly adhered to unless otherwise modified in writing. Consultant shall begin performance, and shall complete all required Services, no later than the dates set forth in each individual Purchase Order. Any Services for which times for performance are not specified in each individual Purchase Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due under each Purchase Order. City shall grant or deny such requests at its sole discretion. Consultant's failure to strictly adhere to the timing requirements of each Purchase Order may result in termination of this Agreement by City.

2.1 Term. The term of this Agreement shall begin on July 6, 2023, and end on June 30, 2024, unless terminated for any reason, including a lack of appropriated funds to compensate Services provided under this Agreement, in accordance with Section 6. Any such termination of this Agreement due to failure of the City of Tracy Council to appropriate funds for payment for Services under this Agreement shall not be a breach of the Agreement. The terms and conditions of this Agreement shall remain effect and applicable to all Purchase Orders issued during the term of the Agreement.

2.1.1 Option to Extend. This Agreement may be extended, on an annual basis, for an additional 3 years by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement and subject to adequate budgetary authority, as shall be determined by the Finance Director.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for Services performed under this Agreement. City and Consultant will negotiate the time and price for each Purchase Order. No expenditures are authorized, and no Services shall commence, until the City has issued a Purchase Order.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $300,000.00 annually. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of Services approved by the City through a Purchase Order. It is further understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Purchase Orders.

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

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

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

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

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

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted

by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

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

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

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

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

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

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is not an agent or employee of City. The manner and means of conducting the Services under this Agreement are under the control of Consultant, except to the extent they are limited by statute, rule, or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Services, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Services or to exercise a measure of control over Consultant shall only mean that Consultant shall follow the desires of City with respect to the results of the Services. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

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

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

To City:
Richard Joaquin
Parks Planning & Development Manager
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
David Rubin
Principal In Charge
2025 Gateway Place, Suite 285
San Jose, CA 95110

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

13. Miscellaneous.

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

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

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates;

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy Young
Title: Mayor
Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

Brian Fletcher
52085ACF7C8F40B...
By: Brian Fletcher
Title: President
Date: 6/28/2023 | 8:59 AM PDT

Federal Employer Tax ID No. 94-3349947

DocuSigned by:
David Rubin
0BC03841029D1420...
By: David Rubin
Title: Chief Financial Officer
Date: 6/28/2023 | 9:11 AM PDT

Exhibits:

A Purchase Order Template
B Compensation (See Agreement section 3.)

EXHIBIT A – Purchase Order Template

Purchase Order

Fiscal Year Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
Purchase Order #

Delivery must be made within doors of specified destination.

BILL TO
41
Parks & Recreation
333 Civic Center Plaza
Tracy, CA 95376

VENDOR

SHIP TO
Parks & Recreation
333 Civic Center Plaza
Tracy, CA 95376

Requisition Number	Date Ordered	Vendor Number	Date Required

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price

Sample

Total Ext. Price
PO Total $.

By _____
Authorized Signature

EXHIBIT B – Compensation

Standard Schedule of Compensation 2023-2025

The following list of fees and reimbursable expense items shall be used in the provision of services described in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

Hourly Rates

Principal	$240 -	$259	/hour
Senior Associate	$218 -	$236	/hour
Associate	$208 -	$225	/hour
Construction Manager	$183 -	$198	/hour
Senior Project Manager	$188 -	$203	/hour
Project Manager 1	$180 -	$195	/hour
Project Manager 2	$171 -	$185	/hour
Job Captain	$158 -	$171	/hour
Designer 1	$148 -	$161	/hour
Designer 2	$135 -	$146	/hour
Assistant Designer	$120 -	$130	/hour
Accounting	$182 -	$197	/hour
Senior Project Administrator	$138 -	$149	/hour
Project Administrator	$123 -	$134	/hour

Reimbursable Expenses Rates

Expenses *printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses*	cost + 15%
Communications and Insurance Surcharge	2.5% of total fees

Subconsultant Administration — 10% of Subconsultant Costs

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
O'Dell Engineering for Landscape Architectural, Landscape Plan Check, Landscape Inspection and Project Management On-Call Services

This On-Call Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and O'Dell Engineering, a California corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. On November 15, 2022, City Council adopted a resolution 2022-175 approving O'Dell Engineering as a qualified consultant to provide on-call services to the City for specified categories.

B. City desires to retain Consultant to provide Landscape Architectural, Landscape Plan Check, Landscape Inspection and Project Management, to provide the foregoing services, on an on-call services basis. City and Consultant will negotiate the scope of specified services prior to the commencement of any work, and Consultant will perform such agreed upon services, only upon the City's issuance of a Purchase Order for each specific service.

C. This Agreement is being executed pursuant to the authority granted in Resolution No. ____ approved by Tracy City Council on _____, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Services. Upon request from City through a Purchase Order, Consultant shall provide City with the proposed scope of services (Services) under this Agreement. City and Consultant may negotiate the Services to be provided under each proposed Purchase Order, and City may either accept or reject the Services. City may alter, change, or modify the Services at any time.

Consultant shall perform Services as directed by specific Purchase Orders issued by the City. Consultant shall not perform any Services until City issues a written Purchase Order for such Services. Purchase Orders may not be used to amend the language or the terms of this Agreement, nor to exceed the scope of Services under the Agreement. Assignment to Consultant of the specific Services shall be authorized by the City's issuance of Purchase Orders in a format set forth in Exhibit A.

The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Chad Kennedy. Consultant shall not replace its Authorized Representative, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar scope of Services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. Time of Performance. Time is of cardinal importance in the performance of Services under this Agreement, and the period of performance shall be in accordance with the dates specified in the Purchase Order. No Purchase Order will include a period of performance beyond the expiration date of this Agreement. The timing requirements set forth in each Purchase Order shall be strictly adhered to

unless otherwise modified in writing. Consultant shall begin performance, and shall complete all required Services, no later than the dates set forth in each individual Purchase Order. Any Services for which times for performance are not specified in each individual Purchase Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due under each Purchase Order. City shall grant or deny such requests at its sole discretion. Consultant's failure to strictly adhere to the timing requirements of each Purchase Order may result in termination of this Agreement by City.

2.1 Term. The term of this Agreement shall begin on July 6, 2023, and end on June 30, 2024, unless terminated for any reason, including a lack of appropriated funds to compensate Services provided under this Agreement, in accordance with Section 6. Any such termination of this Agreement due to failure of the City of Tracy Council to appropriate funds for payment for Services under this Agreement shall not be a breach of the Agreement. The terms and conditions of this Agreement shall remain effect and applicable to all Purchase Orders issued during the term of the Agreement.

2.1.1 Option to Extend. This Agreement may be extended, on an annual basis, for an additional 3 years by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement and subject to adequate budgetary authority, as shall be determined by the Finance Director.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for Services performed under this Agreement. City and Consultant will negotiate the time and price for each Purchase Order. No expenditures are authorized, and no Services shall commence, until the City has issued a Purchase Order.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $600,000.00 annually. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of Services approved by the City through a Purchase Order. It is further understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Purchase Orders.

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

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

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

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

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

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted

by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

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

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

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

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

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

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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To City:
Richard Joaquin
Parks Planning & Development Manager
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Chad Kennedy
Principal Landscape Architect
1165 Scenic Drive, Suite A
Modesto, CA 95350

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

13. Miscellaneous.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____
By: Nancy Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Consultant

DocuSigned by:
Dylan Crawford
913D9ADE60C9409...
By: Dylan Crawford
Title: President
Date: 6/28/2023 | 6:14 AM PDT

Federal Employer Tax ID No. _____

DocuSigned by:
Chad Kennedy
FC8A7DDB506A485...
By: Chad Kennedy
Title: Corporate Secretary
Date: 6/28/2023 | 4:54 PM EDT

Exhibits:

A Purchase Order Template
B Compensation (See Agreement section 3.)

EXHIBIT A – Purchase Order Template

TRACY
Think Inside the Triangle™

Purchase Order

Fiscal Year Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
Purchase Order #

Delivery must be made within doors of specified destination.

BILL TO
41
Parks & Recreation
333 Civic Center Plaza
Tracy, CA 95376

VENDOR

SHIP TO
Parks & Recreation
333 Civic Center Plaza
Tracy, CA 95376

Requisition Number	Date Ordered	Vendor Number	Date Required

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price

Sample

By _____
Authorized Signature

Total Ext. Price
PO Total $.

DocuSign Envelope ID: 27FE4B32-033C-4C6F-8501-967738E8FA8D

EXHIBIT B – Compensation

Principal	$280
Senior Civil Engineer	$215
Senior Engineer 2	$200
Senior Engineer 1	$185
Engineer 2	$180
Engineer 1	$170
Assistant Engineer 2	$145
Assistant Engineer 1	$130
Senior Landscape Architect 2	$200
Senior Landscape Architect 1	$180
Landscape Architect 2	$170
Landscape Architect 1	$160
Landscape Designer 3	$155
Landscape Designer 2	$145
Landscape Designer 1	$135
Planner	$175
Assistant Planner	$140
Dry Utility Project Manager 2	$170
Dry Utility Project Manager 1	$150
Utility Engineer	$135
CADD Operator 2	$115
CADD Operator 1	$95
Surveyor Manager	$205
Senior Land Surveyor	$195
Senior Surveyor 2	$190
Senior Surveyor 1	$170
Surveyor 2	$150
Surveyor 1	$140
Assistant Surveyor 2	$130
Assistant Surveyor 1	$115
Survey Crew 2-man/1-man	$320/$180
Survey Crew 2-man/1-man (Prevailing Wage)	$396/$225
Administrative	$96

Outside Services:
Cost of services and expenses charged to *O'DELL ENGINEERING* by outside consultants, professional or technical firms engaged in connection with the project.
Actual cost plus 10%

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Reproduction:
Reproduction costs and services charged to *O'DELL ENGINEERING* by outside commercial printers engaged in connection with the project.
Actual cost plus 10%

Travel:
Mileage, per diem, and subsistence are not normally charged to the client unless specific prior authorization is negotiated between clients.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023 - ____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CALLANDER ASSOCIATES FOR A NOT TO EXCEED AMOUNT OF $300,000 ANNUALLY FOR AN INITIAL ONE YEAR TERM, WITH AN ADMINISTRATIVE OPTION TO EXTEND, ANNUALLY, FOR THREE ADDITIONAL YEARS (TOTAL NOT TO EXCEED AMOUNT OF $1,200,000) TO PROVIDE ON-CALL LANDSCAPE ARCHITECTURAL, PLAN CHECK, INSPECTION, AND PROJECT MANAGEMENT SERVICES

WHEREAS, the City of Tracy has a variety of capital improvement program (CIP) projects requiring specialized professional services; and

WHEREAS, the City is experiencing substantial growth in new development areas including parks and streetscapes; and

WHEREAS, the City requires the support of professional, technical, and related services from outside firms to perform these tasks; and

WHEREAS, on September 9, 2022, the City issued a Request for Proposals for on-call landscape architectural, landscape plan check, landscape inspection, and project management services. Ten (10) proposals were submitted. On November 15, 2022, the City Council approved seven "on-call" consultants to provide such services, pursuant to Resolution No. 2022-175; and

WHEREAS, Callander Associates Landscape Architecture, Inc. (Consultant) was one of the seven approved "on call" consultants selected by the City; and

WHEREAS, staff recommends that the City Council authorize the execution of a Professional Services Agreement (PSA) with Callander Associates to provide Landscape Architectural, Plan Check, Inspection, and Project Management Services, on an on-call services basis, to provide staff flexibility to utilize the consultant on an as needed basis; and

WHEREAS, the PSA will have an initial term of one year and will include an administrative option for the City Manager to extend, annually, for an additional three years with a not to exceed annual budget of $300,000; and

WHEREAS, the funding for PSA will be through existing budget authority, as granted by the City Council through the budget approval process; and

WHEREAS, through the budget approval process, the City Council approves an anticipated, estimated amount of funds anticipated to be collected through the plan review and inspection fees set forth in the City's Master Fee Schedule, and expenses not covered by such fees are appropriated General Fund amounts, which amount is adjusted as needed throughout the fiscal year; and

WHEREAS, the City will utilize the requested services of the Consultant on an on-call basis, and the City will issue Purchase Orders for the scope of work needed; and

WHEREAS, the proposed on-call agreements are for procurement of landscape architectural, landscape plan check, landscape inspection, and project management services which the City must perform as a regulatory body, for already approved projects that have, separately, satisfied environmental review requirements under the California Environmental Quality Act as well as planning and design work for capital projects that are separately satisfying CEQA requirements; and this action will not result in any physical changes in the environment that have not already been considered in those separate approvals and, therefore is not considered a project as defined by Section 21065 of the Public Resources Code; now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Professional Services Agreement (PSA) with Callander Associates to provide on-call Landscape Architectural, Plan Check, Inspection, and Project Management Services for a not to exceed amount of $300,000 annually for an initial one (1) year term, with an administrative option to extend, annually, for three additional years (total not to exceed amount of $1,200,000); and be it further

RESOLVED: That PSA shall be approved as to form and legality, by the City Attorney; and be it further

RESOLVED: That the City Council hereby finds that this action will not result in any physical changes in the environment that have not already been considered in previously approved projects and, is not considered a project as defined by Section 21065 of the Public Resources Code.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on July 5, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023 - ____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH O'DELL ENGINEERING FOR A NOT TO EXCEED AMOUNT OF $600,000 ANNUALLY FOR AN INITIAL ONE YEAR TERM, WITH AN ADMINISTRATIVE OPTION TO EXTEND, ANNUALLY, FOR THREE ADDITIONAL YEARS (TOTAL NOT TO EXCEED AMOUNT OF $2,400,000) TO PROVIDE ON-CALL LANDSCAPE ARCHITECTURAL, PLAN CHECK, INSPECTION, AND PROJECT MANAGEMENT SERVICES.

WHEREAS, the City of Tracy has a variety of capital improvement program (CIP) projects requiring specialized professional services; and

WHEREAS, the City is experiencing substantial growth in new development areas including parks and streetscapes; and

WHEREAS, the City requires the support of professional, technical, and related services from outside firms to perform these tasks; and

WHEREAS, on September 9, 2022, the City issued a Request for Proposals for on-call landscape, architectural, landscape plan check, landscape inspection, and project management services. Ten (10) proposals were submitted. On November 15, 2022, the City Council approved seven "on-call" consultants to provide such services pursuant to Resolution No. 2022-175; and

WHEREAS, O'Dell Engineering (Consultant) was one of the seven approved "on call" consultants selected by the City; and

WHEREAS, staff recommends that the City Council authorize the execution of a Professional Services Agreement (PSA) with O'Dell Engineering to provide Landscape Architectural, Plan Check, Inspection, and Project Management Services, on an on-call services basis, to provide staff flexibility to utilize the consultant on an as needed basis; and

WHEREAS, the PSA will have an initial term of one year and will include an administrative option for the City Manager to extend, annually, for an additional three years with a not to exceed annual budget of $600,000; and

WHEREAS, the funding for the PSA will be through existing budget authority, as granted by the City Council through the budget approval process; and

WHEREAS, through the budget approval process, the City Council approves an anticipated estimated amount of funds to be collected through the plan review and inspection fees set forth in the City's Master Fee Schedule, and expenses not covered by such fees are appropriated General Fund amounts, which the amount is adjusted as needed throughout the fiscal year; and

WHEREAS, the City seeks to utilize the services of Consultant on an on-call basis, and the City will issue Purchase Orders for the scope of work needed; and

WHEREAS, the proposed on-call agreement is for procurement of landscape architectural, plan check, inspection, and project management services which the City must perform as a regulatory body, for already approved projects that have, separately, satisfied environmental review requirements under the California Environmental Quality Act (CEQA) as well as planning and design work for capital projects that are separately satisfying CEQA requirements; and this action will not result in any physical changes in the environment that have not already been considered in those separate approvals and, therefore is not considered a project as defined by Section 21065 of the Public Resources Code; now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Professional Services Agreement (PSA) with O'Dell Engineering to provide on-call Landscape Architectural, Plan Check, Inspection, and Project Management Services for a not to exceed amount of $600,000 annually for an initial one (1) year term, with an administrative option to extend, annually, for three additional years (total not to exceed amount of $2,400,000); and be it further

RESOLVED: That PSA shall be approved as to form and legality, by the City Attorney; and be it further

RESOLVED: That the City Council hereby finds that this action will not result in any physical changes in the environment that have not already been considered in previously approved projects and, is not considered a project as defined by Section 21065 of the Public Resources Code.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on July 5, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 1.G

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution (1) awarding a construction contract to Arnaudo Construction, Inc., of Tracy, California in the amount of $1,359,560 for the 384 Arbor Road Sewer Lift Station and Holding Tank, CIP 71112, (2) approving a project not-to-exceed budget of $1,699,450, and (3) authorizing the City Manager to approve change orders up to the contingency amount of $135,956, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

EXECUTIVE SUMMARY

The Tracy Homelessness Advisory Committee recommends that the City Council (1) adopt a Resolution awarding a construction contract to Arnaudo Construction, Inc., of Tracy, California in the amount of $1,359,560 for the 384 Arbor Road Sewer Lift Station & Holding Tank, CIP 71112, (2) approve a project not-to-exceed budget of $1,699,450, and (3) authorize the City Manager to approve change orders up to the contingency amount of $135,956, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

Tracy Homelessness Advisory Committee (THAC) heard this item on June 15, 2023 and recommended that the City Council adopt the proposed Resolution.

BACKGROUND AND LEGISLATIVE HISTORY

On September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness.

To expedite the needed site work for the Project, the construction work was divided into a preliminary phase (Phase 1), which consisted of demolition, rough grading, and installation of underground utilities. Design work for Phase 1 was prepared by City staff. On April 19, 2022, City Council awarded a construction contract to GradeTech, Inc., of San Ramon, California, and improvements under that contract have been completed and are pending project acceptance by City Council.

Phase 2 contract work, which includes the permanent site improvements, is currently being prepared for re-bidding in the summer of 2023, but due to the long lead times for electrical and lift station equipment, the City will bid out strategically phased components separately, in advance of the Phase 2 improvements. This will allow the City to coordinate lead times for electrical and lift station project completion with overall Phase 2 project completion.

Engineering staff prepared the plans and specifications and advertised the project, 384 Arbor Road Sewer Lift Station & Holding Tank, CIP 71112, for competitive bids on April 28, 2023, and May 5, 2023. Bids were received and publicly opened on May 25, 2023, at 2:30 p.m. with the following results:

Contractor	Bid Amount
Arnaudo Construction, Inc., Tracy, CA	$ 1,359,560
GSE Construction, Livermore, CA	$ 1,381,700

ANALYSIS

Bid analysis indicates that the lowest monetary bid is responsive and the bidder, Arnaudo Construction, Inc. of Tracy, California is responsible. The bidder has the appropriate contractor's license in active standing with the State of California and has completed similar projects.

The total estimated cost of this project, if awarded to the lowest bidder, is as follows:

Construction Bid	$ 1,359,560
Construction Management (10%)	$ 135,956
Design Support During Construction (5%)	$ 67,978
Contingency (10%)	$ 135,956
Total Project not-to-exceed Budget	$ 1,699,450

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount of $135,956 for this project, which is 10% of the construction contract cost.

FISCAL IMPACT

The total estimated project cost is $1,699,450 and will be funded by CIP 71112, The Temporary Emergency Housing Project. CIP 71112 has a current available budget of $5,425,311 as follows:

	FUND	BUDGET	EXPENSES	BALANCE
ARPA	252	$ 4,500,000	$ 265,336	$ 4,234,664
San Joaquin County (ARPA)	301	$ 3,661,113	$ 3,120,783	$ 540,330
HHAP	261	$ 329,240	$ 329,240	$ -
HHAP R2	261	$ 414,042	$ 414,042	$ -
CDBG (3 Grants)	268	$ 836,294	$ 836,294	$ -
Housing Asset Funds	282	$ 690,000	$ 39,683	$ 650,317
CURRENT BUDGET		$ 10,430,689	$ 5,005,378	$ 5,425,311

COORDINATION

Engineering Staff coordinated with the City Manager's Office, the Mobility & Housing Department, and the Operations & Utilities Department.

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental

Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue (situs address) in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c)) for (Emergency Projects.). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, *Implement the adopted Homelessness Strategic Plan*.

ACTION REQUESTED OF THE COMMITTEE

The Tracy Homelessness Advisory Committee recommends that City Council, by resolution, (1) award a construction contract to Arnaudo Construction, Inc., of Tracy, California in the amount of $1,359,560 for the 384 Arbor Road Sewer Lift Station and Holding Tank, CIP 71112, (2) approve a project not-to-exceed budget of $1,699,450, and (3) authorize the City Manager to approve change orders up to the contingency amount of $135,956, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

Reviewed by: Koosun Kim, PE, City Engineer / Assistant Director of Development Services
Adriana Castaneda, Director of Mobility and Housing
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

AWARDING A CONSTRUCTION CONTRACT TO ARNAUDO CONSTRUCTION, INC. OF TRACY, CALIFORNIA IN THE AMOUNT OF $1,359,560 FOR THE 384 ARBOR ROAD SEWER LIFT STATION AND HOLDING TANK, CIP 71112, APPROVING A PROJECT NOT-TO-EXCEED BUDGET OF $1,699,450, AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF $135,956, IF NEEDED, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.090(b).

WHEREAS, the Temporary Emergency Housing Facility, CIP 71112, is an approved project; and

WHEREAS, the 384 Arbor Road Sewer Lift Station and Holding Tank is a critical component of CIP 71112; and

WHEREAS, Engineering staff prepared the plans and specifications and advertised the 384 Arbor Road Main Sewer Lift Station and Holding Tank for competitive bids on April 28, 2023, and May 5, 2023. Bids were received and publicly opened in City Hall Room 203/Teleconference at 2:30 p.m. on May 25, 2023, with the following results:

Contractor	Bid Amount
Arnaudo Construction, Inc., Tracy, CA	$1,359,560
GSE Construction, Livermore, CA	$1,381,700; and

WHEREAS, Arnaudo Construction, Inc., of Tracy, California was the apparent lowest bidder; and

WHEREAS, the bid analysis indicates the bid is "responsive" and the bidder is "responsible;" and

WHEREAS, the Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by City Council; and

WHEREAS, the recommended contingency amount for this project is $135,956; and

WHEREAS, the City Council has authorized a project not-to-exceed budget of $1,699,450; and

WHEREAS, The Tracy Homelessness Advisory Committee heard this item on June 15, 2023 and recommended that the City Council adopt the proposed Resolution; now, therefore, be it

RESOLVED: That the above recitals are true and correct; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby awards a construction contract to Arnaudo Construction, Inc., of Tracy, California in the amount of $1,359,560 for the 384 Arbor Road Sewer Lift Station and Holding Tank, CIP 71112; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy approves a project not-to-exceed budget of $1,699,450; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorizes the City Manager to approve change orders up to the contingency amount of $135,956, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th day of July 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 1.H

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution (1) awarding a construction contract to DV Electric Company, Inc., of San Jose, California (DV), in the amount of $373,745 for the 384 Arbor Road Main Power Supply, CIP 71112, (2) exercising, under Section 14 of the bid documents, City's right to waive, as immaterial bid irregularities, delays by DV in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification, (3) approving a project not-to-exceed budget of $467,182, and (4) authorizing the City Manager to approve change orders up to the contingency amount of $37,375, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

EXECUTIVE SUMMARY

The Tracy Homelessness Advisory Committee (THAC) recommends that the City Council adopt a Resolution awarding a construction contract to DV Electric Company, Inc., of San Jose, California in the amount of $373,745 for the 384 Arbor Road Main Power Supply, CIP 71112, and, exercising, under Section 14 of the bid documents, City's right to waive, as immaterial bid irregularities, delays by DV in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification, approving a project not-to-exceed budget of $467,182, and authorizing the City Manager to approve change orders up to the contingency amount of $37,375 if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

THAC heard this item on June 15, 2023, and recommended that the City Council adopt the proposed Resolution.

BACKGROUND AND LEGISLATIVE HISTORY

On September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness.

To expedite the needed site work for the Project, the construction work was divided into a preliminary phase (Phase 1), which consisted of demolition, rough grading and installation of underground utilities, and design work to be prepared by City staff. On April 19, 2022, City Council awarded a construction contract to GradeTech, Inc., of San Ramon, California and improvements under that contract have been completed and are pending project acceptance by City Council.

Phase 2 contract work that includes the permanent site improvements is currently being prepared for re-bidding in the summer of 2023, but due to the long lead times of electrical equipment, the City bid out strategically phased components separately, in advance of the Phase 2 improvements. This will allow the City to coordinate lead times for electrical and lift station project completion with overall Phase 2 project completion.

Engineering staff prepared the plans and specifications and advertised the Project, for competitive bids on April 28, 2023, and May 5, 2023. Bids were received and publicly opened

on May 25, 2023, at 2:00 p.m. with the following results:

Contractor	Bid Amount
DV Electric Company, Inc., San Jose, CA	$373,745
Bockman & Woody Electric, Inc., Stockton, CA	$406,110

ANALYSIS

Bid analysis indicates that the lowest monetary bid is responsive and the bidder, DV Electric Company, Inc., of San Jose, California is responsible. The bidder has the appropriate contractor's license in active standing with the State of California and has completed similar projects.

The Project's federal funding requirements indicate that bidders must submit additional federal forms after the bid opening date. City staff assisted the bidders, with the guidance of City consultant, Adams Ashby, to complete the additional required forms. Adams Ashby provides Labor Compliance Services to the City Economic Development team for all projects that include Community Development Block Grant (CDBG) or Home Investment Partnership Program (HOME) federal funding. DV Electric Company worked in good faith with the City to provide all required information, make needed corrections and provide documentation of their Small Business Enterprise (SBE) status. Due to the federal holiday weekend, communications from Adams Ashby did not occur immediately on the date of bid opening, as was anticipated by the bid documents. Further, the lowest bidder qualifies as an SBE and additional forms were needed to document their SBE qualification. As a result, some forms were received from the lowest bidder later than the posted submittal deadlines. Because the bidder continued to work with the City in good faith to comply and because the delay was caused, in part, by the federal holiday and the City's communications, staff recommends that the City Council exercise its right, under Section 14 of the contract documents, to waive, as an immaterial bid irregularity, any delay by DV Electric Company in submitting the requisite federal paperwork.

The total estimated cost of this project, if awarded to the lowest bidder, is as follows:

Construction Bid	$ 373,745
Construction Management (10%)	$ 37,375
Design Support During Construction (5%)	$ 18,687
Contingency (10%)	$ 37,375
Total Project not-to-exceed Budget	$ 467,182

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount of $37,375 for this project, which is 10% of the construction contract cost.

FISCAL IMPACT

The total estimated project cost is $467,182 and will be funded by CIP 71112, the Temporary Emergency Housing Project. CIP 71112 has a current available budget of $5,425,311 as follows:

	FUND	BUDGET	EXPENSES	BALANCE
ARPA	252	$ 4,500,000	$ 265,336	$ 4,234,664
San Joaquin County (ARPA)	301	$ 3,661,113	$ 3,120,783	$ 540,330
HHAP	261	$ 329,240	$ 329,240	$ -
HHAP R2	261	$ 414,042	$ 414,042	$ -
CDBG (3 Grants)	268	$ 836,294	$ 836,294	$ -
Housing Asset Funds	282	$ 690,000	$ 39,683	$ 650,317
CURRENT BUDGET		$ 10,430,689	$ 5,005,378	$ 5,425,311

COORDINATION

Engineering Staff coordinated with the City Manager's Office, the Mobility & Housing Department, and the Operations & Utilities Department.

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier Navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c)) for (Emergency Projects.). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, *Implement the adopted Homelessness Strategic Plan*.

ACTION REQUESTED OF THE COUNCIL

The Tracy Homelessness Advisory Committee recommends that City Council adopt a resolution (1) awarding a construction contract to DV Electric Company, Inc., of San Jose, California in the amount of $373,745 for the 384 Arbor Road Main Power Supply, CIP 71112, (2) exercising, under Section 14 of the bid documents, City's right to waive, as immaterial bid irregularities, delays by DV in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification, (3) approving a project not-to-exceed budget of $467,182, and (4) authorizing the City Manager to approve change orders up to the contingency amount of $37,375 if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

Reviewed by: Koosun Kim, PE, City Engineer/ Assistant Director of Development Services
Adriana Castaneda, Director of Mobility & Housing
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

AWARDING A CONSTRUCTION CONTRACT TO DV ELECTRIC COMPANY, INC. OF SAN JOSE, CALIFORNIA IN THE AMOUNT OF $373,745 FOR THE 384 ARBOR ROAD MAIN POWER SUPPLY, EXERCISING, UNDER SECTION 14 OF THE BID DOCUMENTS, CITY'S RIGHT TO WAIVE AS IMMATERIAL BID IRREGULARITIES, DELAYS BY DV ELECTRIC COMPANY IN STRICTLY MEETING POSTED DEADLINES FOR REQUISITE FEDERAL PAPERWORK TO DOCUMENT ITS SMALL BUSINESS ENTERPRISE QUALIFICATION, APPROVING A PROJECT NOT-TO-EXCEED BUDGET OF $467,182, AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF $37,375, IF NEEDED, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.090(b).

WHEREAS, the Temporary Emergency Housing Facility, CIP 71112 is an approved project; and

WHEREAS, the 384 Arbor Road Main Power Supply is a critical component of CIP 71112; and

WHEREAS, Engineering staff prepared the plans and specifications and advertised the 384 Arbor Road Main Power Supply for competitive bids on April 28, 2023, and May 5, 2023. Bids were received and publicly opened in City Hall Room 203/Teleconference at 2:00 p.m. on May 25, 2023, with the following results:

Contractor	Bid Amount
DV Electric Company, Inc., San Jose, CA	$373,745
Bockman & Woody Electric, Inc., Stockton, CA	$406,110; and

WHEREAS, DV Electric Company, Inc. of San Jose, California, was the apparent lowest bidder; and

WHEREAS, the bid analysis indicates the bid is "responsive" and the bidder is "responsible;" and

WHEREAS, federal funding requirements for project state that bidders must submit all federal forms by the posted submittal deadlines; and

WHEREAS, although DV Electric Company worked with the City to make needed corrections and provide documentation of their Small Business Enterprise (SBE) status, some forms were submitted after the posted submittal deadline; and

WHEREAS, the Section 14 of the construction bid documents authorizes the City to waive, as immaterial, any bid irregularities; and

WHEREAS, the Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by City Council; and

WHEREAS, the recommended contingency amount for this project is $37,375; and

WHEREAS, the City Council has authorized a project not-to-exceed budget of $467,182; and

WHEREAS, the Tracy Homeless Advisory Committee heard this item on June 15, 2023, and recommended that City Council adopt the proposed Resolution; and now, therefore, be it

RESOLVED: That the above recitals are true and correct; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby awards a construction contract to DV Electric Company, Inc., of San Jose, California in the amount of $373,745 for the 384 Arbor Road Main Power Supply, CIP 71112; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy is exercising its right, under Section 14 of the bid documents, to waive, as immaterial bid irregularities, delays by DV Electric Company in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy approves a project not-to-exceed budget of $467,182; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorizes the City Manager to approve change orders up to the contingency amount of $37,375 if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th day of July 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 1.I

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution (1) awarding a construction contract to DV Electric Company, Inc., of San Jose, California (DV) in the amount of $208,660 for the 370 Arbor Road Main Power Supply, CIP 71112, (2) exercising, under Section 14 of the bid documents, the City's right to waive, as immaterial bid irregularities, delays by DV in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification, (3) approving a project not-to-exceed budget of $260,825, and (4) authorizing the City Manager to approve change orders up to the contingency amount of $20,866 if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

EXECUTIVE SUMMARY

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution awarding a construction contract to DV Electric Company, Inc., of San Jose, California in the amount of $208,660 for the 370 Arbor Road Main Power Supply, CIP 71112, exercising, under Section 14 of the bid documents, City's right to waive, as immaterial bid irregularities, delays by DV in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification, approving a project not-to-exceed budget of $260,825 and authorizing the City Manager to approve change orders up to the contingency amount of $20,866, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

The Tracy Homelessness Advisory Committee (THAC) heard this item on June 15, 2023, and recommended that the City Council adopt the proposed Resolution.

BACKGROUND AND LEGISLATIVE HISTORY

On September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness.

To expedite the needed site work for the Project, the construction work was divided into a preliminary phase (Phase 1), which consisted of demolition, rough grading and installation of underground utilities, and design work to be prepared by City staff. On April 19, 2022, City Council awarded a construction contract to GradeTech, Inc., of San Ramon, California and improvements under that contract have been completed and are pending project acceptance by City Council.

Phase 2 contract work that includes the permanent site improvements is currently being prepared for re-bidding in the summer of 2023, but due to the long lead times of electrical equipment, it was decided that strategically phased components should be bid out separately, in advance of the Phase 3 improvements, in order to coordinate lead times for the electrical and lift station equipment delivery and with Phase 2 project completion.

Engineering staff prepared the plans and specifications and advertised the project, 370 Arbor Road Main Power Supply, CIP 7112, for competitive bids on April 21, 2023, and April 28, 2023.

Bids were received and publicly opened on May 17, 2023, at 2:00 p.m. with the following results:

Contractor	Bid Amount
DV Electric Company, Inc., San Jose, CA	$208,660
Bockman & Woody Electric, Inc., Stockton, CA	$336,700

ANALYSIS

Bid analysis indicates that the lowest monetary bid is responsive and the bidder, DV Electric Company, Inc., of San Jose, California is responsible. The bidder has the appropriate contractor's license in active standing with the State of California and has completed similar projects.

The requirements associated with the project federal funding state that bidders must submit additional federal forms after the bid opening date. City staff assisted the bidders, with the guidance of City consultant Adams Ashby, to complete the additional required forms. DV Electric Company worked in good faith with the City to provide all required information, make needed corrections and provide documentation of their Small Business Enterprise (SBE) status. Due to the federal holiday weekend, communications from Adams Ashby did not occur immediately on the date of bid opening, as was anticipated by the bid documents. Further, the lowest bidder qualifies as an SBE and additional forms were needed to document their SBE qualification. As a result, some forms were received from the lowest bidder later than the posted submittal deadlines. Because the bidder continued to work with the City in good faith to comply and the delay was caused, in part, by the federal holiday and the City's communications, staff recommends that the City Council exercise its right, under Section 14 of the contract documents, to waive, as an immaterial bid irregularity, any delay by DV Electric Company in submitting the requisite federal paperwork.

The total estimated cost of this project, if awarded to the lowest bidder, is as follows:

Construction Bid	$ 208,660
Construction Management (10%)	$ 20,866
Design Support During Construction (5%)	$ 10,433
Contingency (10%)	$ 20,866
Total Project Not-To-Exceed Budget	$ 260,825

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount of $20,866 for this project, which is 10% of the construction contract cost.

FISCAL IMPACT

The total estimated project cost is $ 260,825 and will be funded by CIP 71112, the Temporary Emergency Housing Project. CIP 71112 has a current available budget of $5,425,311 as follows:

	FUND	BUDGET	EXPENSES	BALANCE
ARPA	252	$ 4,500,000	$ 265,336	$ 4,234,664
San Joaquin County (ARPA)	301	$ 3,661,113	$ 3,120,783	$ 540,330
HHAP	261	$ 329,240	$ 329,240	$ -
HHAP R2	261	$ 414,042	$ 414,042	$ -
CDBG (3 Grants)	268	$ 836,294	$ 836,294	$ -
Housing Asset Funds	282	$ 690,000	$ 39,683	$ 650,317
Current Budget		$ 10,430,689	$ 5,005,378	$ 5,425,311

COORDINATION

Engineering Staff coordinated with the City Manager's Office, the Mobility & Housing Department, and the Operations & Utilities Department.

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier Navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c)) for (Emergency Projects.). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, *Implement the adopted Homelessness Strategic Plan*.

ACTION REQUESTED OF THE COUNCIL

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution (1) awarding a construction contract to DV Electric Company, of San Jose, California in the amount of $208,660 for the 370 Arbor Road Main Power Supply, CIP 71112, (2) exercising, under Section 14 of the bid documents, City's right to waive, as immaterial bid irregularities, delays by DV in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification, (3) approving a project not-to-exceed budget of $260,825, and (4) authorizing the City Manager to approve change orders up to the contingency amount of $20,866, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

Prepared by: Ilene Macintire, PE, Senior Civic Engineer

Reviewed by: Koosun Kim, PE, City Engineer / Assistant Director of Development Services
Adriana Castaneda, Director of Mobility & Housing
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

AWARDING A CONSTRUCTION CONTRACT TO DV ELECTRIC COMPANY, INC. OF SAN JOSE, CALIFORNIA IN THE AMOUNT OF $208,660 FOR THE 370 ARBOR ROAD MAIN POWER SUPPLY, EXERCISING, UNDER SECTION 14 OF THE BID DOCUMENTS, THE CITY'S RIGHT TO WAIVE AS IMMATERIAL BID IRREGULARITIES, DELAYS BY DV ELECTRIC COMPANY IN STRICTLY MEETING POSTED DEADLINES FOR REQUISITE FEDERAL PAPERWORK TO DOCUMENT ITS SMALL BUSINESS ENTERPRISE QUALIFICATION, APPROVING A PROJECT NOT-TO-EXCEED BUDGET OF $260,825, AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF $20,866, IF NEEDED, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.090(B).

WHEREAS, the Temporary Emergency Housing Facility, CIP 71112, is an approved project; and

WHEREAS, the 370 Arbor Road Main Power Supply is a critical component of CIP 71112; and

WHEREAS, Engineering staff prepared the plans and specifications and advertised the 370 Arbor Road Main Power Supply for competitive bids on April 21, 2023, and April 28, 2023. Bids were received and publicly opened in City Hall Room 203/Teleconference at 2:00 p.m. on May 17, 2023, with the following results:

Contractor	Bid Amount
DV Electric Company, Inc., San Jose, CA	$208,660
Bockman & Woody Electric, Inc., Stockton, CA	$336,700; and

WHEREAS, DV Electric Company, Inc. of San Jose, California, was the apparent lowest bidder; and

WHEREAS, the bid analysis indicates the bid is "responsive" and the bidder is "responsible;" and

WHEREAS, federal funding requirements for project state that bidders must submit all federal forms by the posted submittal deadlines; and

WHEREAS, although DV Electric Company worked with the City to make needed corrections and provide documentation of their Small Business Enterprise (SBE) status, some forms were submitted after the posted submittal deadline; and

WHEREAS, the Section 14 of the construction bid documents authorizes the City to waive, as immaterial, any bid irregularities; and

WHEREAS, the Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by City Council; and

WHEREAS, the recommended contingency amount for this project is $20,866; and

WHEREAS, the City Council has authorized a project not-to-exceed budget of $260,825; and

WHEREAS, The Tracy Homelessness Advisory Committee heard this item on June 15, 2023 and recommended that the City Council adopt the proposed Resolution; now, therefore, be it

RESOLVED: That the above recitals are true and correct; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby awards a construction contract to DV Electric Company, Inc., of San Jose, California in the amount of $208,660 for the 370 Arbor Road Main Power Supply, CIP 71112; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy is exercising its right, under Section 14 of the bid documents, to waive, as immaterial bid irregularities, delays by DV Electric Company in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy approves a project not-to-exceed budget of $260,825; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorizes the City Manager to approve change orders up to the contingency amount of $20,866, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th day of July 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution: 1) approving the MOU between City of Tracy and Tracy General Teamsters Local No. 439, IBT; 2) approving the MOU between City of Tracy and Tracy Technical and Support Services Employee Association; and 3) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the MOUs.

EXECUTIVE SUMMARY

The existing Memoranda of Understandings (MOU) between the City of Tracy and the Tracy General Teamsters Local No. 439, IBT (Teamsters) and the Tracy Technical and Support Services Employee Association (TTSSEA) expired on June 30, 2023.

Representatives from the City and the aforementioned bargaining units met and conferred in good faith and negotiated the terms of a successor MOU. The term of the attached MOUs is for 24 months (two years), effective on July 1, 2023, and expires on June 30, 2025.

BACKGROUND AND LEGISLATIVE HISTORY

Government Code section 3500-3511 known as the Meyers-Milias Brown Act (MMBA) was designed to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding the wages, hours and other terms and conditions of employment between public employers and public employee organizations. Under the Meyer-Milias Brown Act, the city has a duty to meet and confer in good faith with the bargaining representatives of the recognized employee organization regarding matters within the scope of representation and reach agreement within the authority of the representatives. The terms and conditions of the agreement are compiled in an MOU, ratified by each respective bargaining unit, and approved by City Council. The City initiated the meet and confer process with the bargaining representatives of each recognized employee organization in February to discuss the terms and conditions of employment of the successor MOU.

ANALYSIS

Tracy General Teamsters Local No. 439, IBT (Teamsters)

There are six key changes in the successor MOU for Teamsters (Attachment A). The key changes are as follows:

1. Salary Adjustments for All Classifications:

    - Effective July 16, 2023: 3.5% salary adjustment
    - Effective June 30, 2024: 3.5% salary adjustment
    - Added a Me-Too Clause provision that expires on June 30, 2025.

2. Longevity Pay:

    - Added Longevity Pay as follows:
        - 1.0% of base hourly rate of pay after 10 years
        - 2.5% of base hourly rate of pay after 15 years
        - 4.5% of base hourly rate of pay after 20 years
        - 7.0% of base hourly rate of pay after 25 years
        - 10.0% of base hourly rate of pay after 30 years
        - 13.0% of base hourly rate of pay after 35 years

3. Certification/License Incentive Pay:

    - Added Certificate/License Incentives for the following classifications:
        - Code Enforcement Officer – 3.0%
        - Construction Inspector – up to 3.0%
        - Public Safety Dispatcher – 3.0%
        - Equipment Mechanic – up to 3.0%
        - Community Preservation Unit – 3.0%

4. Safety Boot Allowance:

    - Increase annual safety boot allowance from $190 to $230.

5. Health and Welfare:

    - Redesign of health plans offered through Teamsters Managed Trust and employer contributions based on the new plan design.

6. Education Expense Reimbursement:

    - Increase tuition reimbursement from $2,500.00 per year to $5,000.00 per year, with a lifetime maximum of up to $20,000.00.

Tracy Technical and Support Services Employee Association (TTSSEA)

There are two key changes in the successor MOU for TTSSEA (Attachment B). The key changes are as follows:

1. Salary Adjustments for All Classifications:

    - Effective July 16, 2023: 3.5% salary adjustment
    - Effective June 30, 2024: 3.5% salary adjustment
    - Added a Me-Too Clause provision that expires on June 30, 2025.

2. Longevity:

- Added Longevity Pay:
  - 2.0% of base hourly rate of pay after 10 years
  - 3.5% of base hourly rate of pay after 15 years
  - 5.5% of base hourly rate of pay after 20 years

Other changes to the MOUs consist of adding provisions or amendments to update statutory language, further clarify current practices, and administrative cleanup.

The City's Master Salary Schedule contains the salaries for employee classifications represented by Teamsters and TTSSEA as the publicly available pay schedule used to determine pay rates for purposes of the California Public Employees Retirement Law. The Master Salary Schedule (Attachment C) must be amended to reflect the terms of the proposed successor MOUs.

FISCAL IMPACT

The adopted FY2023-24 operating budget contains a 3% increase for personnel costs. An additional budget amendment to account for the additional 0.5% resulting from the 3.5% cost of living increase and fringe benefit changes will be brought to Council with the FY2023-24 quarter one budget adjustment.

The total anticipated cost to the City contained in the changes to the sections of the MOUs listed above for the term of these MOUs is shown in the table below:

	GENERAL FUND YEAR ONE	CITYWIDE YEAR ONE	GENERAL FUND YEAR TWO	CITYWIDE YEAR TWO
TEAMSTERS	291,000	762,000	593,000	1,551,000
TTSSEA	189,000	315,000	385,000	642,000
TOTAL	**$480,000**	**$1,077,000**	**$978,000**	**$2,193,000**

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance engagement and transparency for the betterment of the Tracy community.

Goal 5: Recruit, develop, and retain a high performing and inclusive workforce.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution: 1) approving the MOU between City of Tracy and Tracy General Teamsters Local No. 439, IBT; 2) approving the Memorandum of Understanding between the City of Tracy and the Tracy Technical and Support Services Employee Association; and 3) authorizing an amendment to the City's Master Salary Schedule

to reflect the terms of the MOUs.

Prepared by: Kimberly Murdaugh, Director of Human Resources

Reviewed by: Sara Cowell, Director of Finance
Karin Schnaider, Assistant City Manager
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

A – Tracy General Teamsters Local No. 439, IBT (Teamsters) MOU DRAFT
B – Tracy Technical and Support Services Employee Association (TTSSEA) MOU DRAFT
C – DRAFT Master Salary Schedule Effective 07/16/2023

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ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

GENERAL TEAMSTERS LOCAL NO. 439, IBT

July 1, 2023~~1~~ through June 30, 2025~~3~~

DRAFT

Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.cityoftracy.org

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ATTACHMENT A

GENERAL TEAMSTERS LOCAL NO. 439, IBT
July 1, 2023~~1~~ through June 30, 2025~~3~~

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CITY OF TRACY
GENERAL TEAMSTERS LOCAL NO.439, IBT
MEMORANDUM OF UNDERSTANDING
July 1, 2023~~1~~ – June 30, 2025~~3~~

General Teamsters Local No. 439, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America and ~~representatives of~~ the City of Tracy ~~have~~ met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, ~~of employees in the Public Employees Bargaining Unit, have~~ and freely exchanged ~~freely~~ information, opinions, and proposals. ~~and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.~~

This Memorandum of Understanding (~~MOU~~Agreement) ~~is~~ was entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et. seq.) and ~~has been~~ was jointly prepared by the parties.

This MOU shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2023~~1~~ and ending June 30,

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Section 1. Recognition

1.1 Union Recognition

The General Teamsters Local No. 439 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "(Union or Teamsters)", is recognized as the employee organization sole and exclusive representative as provided in the City's Employer- Employee Relations Resolution for all employees assigned to the classifications listed set forth in Section 5.1 and Exhibit A.

1.2 City Recognition

The City Manager, or or where the authority has been delegated by the City Manager, the City Manager's representative designee is the representative of the City of Tracy, hereinafter referred to as the "(City)."

Section 2. No Discrimination

The City agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operation of the City. Neither the City nor the Union shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, sex, sexual orientation, physical disability, or mental disability which does not prevent an employee from meeting the minimum standards established.

Section 3. Union Security

3.1 Agency Shop

Except as provided otherwise in this Section, employees shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in-lieu thereof.

3.12 ImplementationAssociation Dues

Upon certification from the Association that an employee has signed an authorization for the deduction of dues, the City will make payroll deductions in an amount to be determined by the Association and communicated to the City. The City will promptly remit deductions to the Association with a list of dues-paying members. The City will transmit payment to the Association through Electronic Funds Transfers (EFT). Employee requests to cancel membership dues deductions must be directed to the Association. Upon notification from the Association that an employee has cancelled membership dues, the City will cease dues deductions from the employee's paycheck the pay period following notification. The City may only request a copy of a dues authorization in case of a dispute. The Association will hold the City harmless from any and all claims and will indemnify it against any unreasonable costs in implementing this provision and must indemnify the City for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code § 1157.12(a). The Union shall be entitled to have the regular dues of its members deducted from their paychecks in

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accordance with the procedures required by law and set forth herein.

To the extent required by Government Code Sections 1157.3 and 1157.12, the City shallhonor employees' voluntary authorizations for Union dues deductions from employee salaries or wages. In making such authorized dues deductions, the City shall rely on written certification from the Union confirming that the Union has and will maintain authorizations signed by each individual employee from whose salary or wages the deduction is to be made that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Union shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.

The City shall direct employee requests to cancel or change dues deductions to the Union. To the extent required by law, the City will rely on information provided by the Union in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Union that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When an employee, in good standing in the Union, is in a non-pay status, for the full pay period when their dues would normally be withheld, no dues deduction will be made to cover that withholding from the current or future earnings; nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

Dues withheld by the City based on the provisions of this Section shall be transmitted monthly to the party designated in writing by the Union as the party authorized to receivethe funds, at the address specified.

The Union shall indemnify, defend, and hold the City harmless against any claims made and/or any suit instituted against the City which may arise as a result of the application ofthis Section, including but not limited to Union dues deductions or changes to such dues deductions. Any amounts paid in error shall be adjusted in subsequent payment. The allowance shall be paid during the pay period that includes June 30 of each year.

3.3 Religious Exemption

Any employee of the City, subject to this MOU who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, be permitted upon presentation of verification of active membership in such religion, body or sect to make a charitable contribution equal to the service fee in-lieu of Union Membership or service fee payment.

Declarations of, or applications for religious exemption, and any supporting documentation, shall be forwarded to the Union within fifteen (15) days of receipt by the City. The Union shall have fifteen days (15) after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or the City Manager's designee. If challenged, the deduction to the charity of the employee's choice shall

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~~commence but shall be held in escrow pending resolution of the challenge.~~

~~Charitable deduction shall only be by regular payroll deduction. For purposes of this Section, charitable deduction means a contribution to the McHenry House, United Way, or the California Nature Conservancy.~~

~~3.4 Suspension of Agency Fees~~

~~For the duration of any strike, sanctioned, called or supported by the Union, the City may suspend collection of Agency service fees without jeopardy to the employee.~~

~~3.5 Waiver of Election for Newly-Represented Employees~~

~~The accretion of classifications and/or employees to the unit set forth in Section 1 of this MOU shall not require an election~~ for the application of this Agency Shop provision to such classifications and/or employees.

3.~~2~~6 Use of City Facilities and Bulletin Boards

The Union may, with the prior approval of the City Manager or ~~the City Manager's~~ designee, use the City facilities during non-work hours for meetings of City employees, provided space is available.

The use of City equipment normally used in the conduct of business meetings, such as desks,chairs and blackboards, will be made available to the Union.

The Union may use portions of City bulletin boards under the following conditions:

~~a.~~ ~~C~~copies of materials must be sent to the department or division head in charge of the department bulletin board and all ~~.~~

~~b.~~ ~~A~~all materials must be dated and must identify the organization that published them.
The City ~~reserves the right to~~ determines where bulletin boards ~~shall be~~ are placed.

3.~~3~~7 Quarterly Union Management Meeting

The City agrees to meet at regular intervals upon union request, at least quarterly, with representatives of the Union to improve communications. Union representatives shall be released from regularly scheduled work shift that may fall during the Union Management meeting times.

Section 4. Union Representatives

4.1 Attendance at Meetings by Employees

Any bargaining unit member, who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee, shall be entitled to Union representation at such meeting;

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provided, however, such representation shall include no more than one City employee in addition to the employee being disciplined. The limitation of this Section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the meeting.

4.2 Shop Stewards

The Union may appoint a reasonable number of shop stewards. Grievances which may arise and which cannot be adjusted on the job shall be reported to the Union by the steward; provided, however, in no event shall the steward or the Union order any changes, and no changes shall be made except with the consent of the City.

If an aggrieved employee desires the assistance of a steward as provided in the grievance procedure, the City shall afford said steward reasonable time off during work hours without loss of compensation or other benefits to investigate and take up said grievance. The steward shall obtain the approval of the Department Head, or the Department Head's designee, before leaving his/her duties or work assignment for the purpose of investigating and/or processing a grievance. Such approval shall not be unreasonably denied.

4.3 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Union and officially designated representatives, for the purpose of contacting members of the bargaining unit concerning business within the scope of representative. Such officers or representatives shall not enter any work location without the consent of the Department Director or the Personnel Officer. Such consent shall not be unreasonably denied. Access shall be restricted so as not to interfere with the normal operations of the department or with established or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections or distributing literature, shall not be conducted during on-duty hours.

The Union shall designate, in writing to Human Resources Director, the names of the representatives listed above.

4.4 Access to Personnel Files

An employee or, upon presentation of written authorization from the employee, an employee''s representative shall have access to the employee''s personnel file upon request. No written reprimand or performance evaluation shall be placed in an employee''s personnel file until that employee has seen and had opportunity to review the document.

4.5 List of Employees

In compliance with Government Code Sections 3555-3559 (Assembly Bill 119), the City shall provide the exclusive representative for the Teamsters with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City of Tracy for all employees within the Teamsters once every 120 days. In addition, a report of all

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Teamster hires will be provided to the exclusive representative within 30 days of the hire date. Finally, in January of each year, the City will also provide a list of all employee orientation dates for the calendar year.

4.5.1 Notice

The City will provide at least two (2) weeks notice when feasible prior to any employee orientation date if new employees in the Teamsters bargaining unit will be a part of the orientation. The Teamsters will be allowed to have up to one (1) shop steward for each department that has a person being oriented, and business representatives participate in the orientation. Teamsters participants will be provided up to fifteen (15) minutes at the end of the orientation to speak directly with new employees in the Teamsters bargaining unit.

The Employer agrees that it will not disclose the date, time, or place of any such employee orientation described in 4.5.1. Notice, to anyone other than the employees, the Union, or a vendor that is contracted to provide a service for purpose of the orientation.

4.5.2 Employer Agreement Not to Disclose Personal Contact Information

The Employer agrees that personal contact information of unit employees (e.g. home address, personal phone number, personal email address) is private information not to be disclosed to any private (non-governmental) person or entity, other than the Union or City approved vendors such as health providers who provide benefits to Union employees, except upon written authorization of the employee. The Employer further agrees to give the Union prompt notice of request from any such person or entity for such information, along with a copy of the Employer'' s response to such request.

4.6 Advance Notice

Except in cases of emergency, Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation proposed to be adopted by the City and directly relating to matters within the scope of representation and shall be given the opportunity to meet with management representatives prior to adoption.

Section 5. Salary Plan

5.1 Salary

The ~~rates of pay set forth in this Section~~ Salary Schedule~~represent~~ includes the ~~standard~~ base rate of pay for each classification. The Salary Schedule consists of five (5) steps, with five percent (5%) between each step, steps (A) through (E). Employees ~~occupying a position in a classification covered by this MOU shall be~~ are paid at a base salary within the range established for ~~that~~ their position's classification. ~~The bi-weekly salary ranges for each classification is detailed in the Master Salary Schedule.~~

Effective the first full pay period following adoption by the City Council or the first full pay period after July 1, 2023, whichever is later, all classifications will receive a three and a half percent (3.5%) salary increase.

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Effective the first full pay period after July 1, 2024, all classifications will receive a three and a half percent (3.5%) salary increase.

5.1.1 Me-Too Clause

If during the term of this agreement, any other represented bargaining group receives a Cost-of-Living Adjustment (COLA) greater than the amounts listed above, (3.5% per year), this bargaining unit shall receive the same COLA amount. COLAs do not include equity adjustments made to classifications based on market adjustments or unit specific negotiated items. This clause shall sunset and expire at the end of the agreement.

Term: 24 months

~~5.1.1 Cost of Living Increases~~

~~Effective the first full pay period in July 2021, or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by three percent (3%).~~

~~Effective the first full pay period in July 2022, salary ranges for classifications in this unit shall be increased by three percent (3%).~~

~~5.1.2 One-Time Payments~~

~~Effective the beginning of the first full pay period following ratification of this agreement by Teamsters and adoption by the City Council, employees who are employed by the City at the time of the ratification and adoption of this agreement shall receive the equivalent of a two percent (2%) annual salary (non-persable) one-time, lump sum payment.~~

5.2 Pay Days

Employees ~~shall be~~ are paid ~~-~~bi-weekly. Routine paychecks ~~shall be for the purpose of compensating~~ compensate for regular and overtime hours. Other compensation or reimbursement ~~shall~~ may be separately identified and ~~shall~~ may not include withholding for tax purposes, except as required by law. During successor MOU negotiations, the parties will discuss moving all employees to Direct Deposit.

5.3 Salary for New Employees

The salary for a new employee entering City employment shall be the minimum salary step for the classification to which the employee is appointed, unless the City determines that appointment to another step is in the best interest of the City.

5.4 Salary Range

Each employee shall have a salary range with pre-established advancement steps within the range.

Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in the classification.

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If the compensation for a classification is revised, employees shall be placed on the same pay step in the new pay range.

5.5 Salary Upon Promotion

When an employee is promoted, ~~s/he shall~~ normally they will receive the first step in the salary range for the new position. ~~However, i~~If ~~such~~ the first step ~~step results in a salary increase of less than~~ does not provide a minimum of a five percent (5%) increase, the employee ~~shall~~ will be placed at ~~a salary step that provides~~ the step that results in a minimum of a five percent (5%) increase~~, provided that in no event the new salary is above~~ not to exceed Step E of the ~~promoted class~~ new salary range.

5.6 Salary Upon Demotion

When an employee is demoted, ~~his/her~~ their compensation ~~shall be~~ is adjusted to the salary that most closely approximates the employee~~'~~'s salary in the higher classification. In no event ~~shall~~ will the new salary be higher than the fifth step of the lower classification.

If a vacancy exists in a position in a lower classification, an employee who has previously held that vacant position may voluntarily choose to demote to fill the vacancy.

5.7 Work in a Higher Classification

An employee who is assigned to perform the duties of a higher classification by the Department Director, shall receive the pay of the higher classification for all hours so assigned when the employee has worked their entire regular shift. After making such assignments, the City shall not reassign for sole purpose of avoiding payments of such higher amounts. Employees will not be allowed to remain in such assignments beyond the limits set forth by Cal-PERS. Employees temporarily assigned to a higher classification shall be covered by this MOU and shall receive the benefits afforded by it.

Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum six percent (6%) increase but no less than Step A and no more than Step E of the higher classification. If the six percent (6%) increase causes the salary to fall between two steps, the appointment will be made at the higher step. Further details relating to the payment of Acting Pay and Out-of-Class pay are contained in the City's Administrative Procedures.

~~5.8 Minimum Wage~~

~~All City employees shall receive a salary equal or greater than the minimum wage as specified by State or Federal Law.~~

5.~~8~~9 Entry Salary

~~Each n~~New employee~~s shall be paid~~ are placed at the first step of the range for the classification in which ~~s/he~~ they~~is~~ are hired. If the employee possesses ~~exceptional~~ training or experience, the employee may~~, with the approval of the Personnel Officer,~~ start at a step above the first step with the approval of the Department Head or City Manager. The City ~~shall~~ will notify the Union ~~of any occasion where~~ when a new employee is hired at a starting salary in Step "C" or above for the applicable classification.

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5.9~~10~~ Step Advancement ~~(Step Increases)~~

Upon completion of the probationary period of employment, an employee appointed at Step A is eligible for a step increase. Additional step increases will be on an annual basis until the attainment of Step E. All step increases shall be based upon satisfactory performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based upon documented performance evaluations. In the event the employee does not receive a written performance evaluation within thirty (30) days of the employee's anniversary date, the step increase shall be approved and paid retroactive to the anniversary date.

Increases of more than one (1) step, for superior performance, may be granted ~~upon recommendation by~~ with approval of the Department Director and ~~approval by~~ the Personnel Officer. The City ~~shall~~ provides the Union with a report every six (6) months (once in January and once in July) listing the name of each ~~bargaining unit member~~ employee who received a step increase of more than one (1) step in the preceding six (6) months.

5.1~~01~~ Bilingual Pay

Employees shall be entitled to receive, in addition to their regular compensation, an additional two percent (2%) of base pay if they meet the following criteria:

a. Certification from the City that the employee possesses the needed language skills; and
b. Certification from the employee's Department Head that a particular assignment involves the need for the required skills on a regular basis.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the City Manager as beneficial to the City.

5.1~~12~~ Deferred Compensation

Effective the first full pay period in July 2019, Teamsters employees' shall be eligible for a City matching contribution to their deferred compensation plan. The Teamster employee will receive a City matching contribution of up to two and one half percent (2.5%) of their annual salary to their deferred compensation plan. The amount of the City's matching contribution will depend on the amount of the employee's contribution. For instance, a 1% employee contribution will be matched with a 1% City contribution; a 2.5% employee contribution will be matched with a 2.5% City contribution.

5.12 Longevity

Employees receive longevity pay as follows:

- Upon completion of ten (10) years of service, the employee receives longevity pay of one percent (1.0%) of their base hourly rate of pay.

- Upon completion of fifteen (15) years of service, the employee receives an additional one and a half percent (1.5%) of their base hourly rate of pay, for a total of two and a half percent (2.5%).

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- Upon completion of twenty (20) years of service, the employee receives an additional two percent (2%) of their base hourly rate of pay, for a total of four and a half percent (4.5%).

- Upon completion of twenty-five (25) years of service, the employee receives an additional two and a half percent (2.5%) of their base hourly rate of pay, for a total of seven (7%).

- Upon completion of thirty (30) years of service, the employee receives an additional three percent (3%) of their base hourly rate of pay, for a total of (10%).

- After thirty (30) years, employees will receive an additional three percent (3%) to their base hourly rate for every five (5) years.

Section 6. Hours of Work

6.1 Workweek

The workweek shall be from Sunday through the following Saturday, unless otherwise designated by the Department Director. For employees permitted to work on the 9/80 schedule, the workweek shall be mid-way through the Friday the employee works to the following Friday noon. The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

6.2 Shift Trades

An employee may be allowed a voluntary shift trade with prior approval of the Department Director. Primary consideration shall be given to the needs of the City, with as much regard as possible for the wishes of the employee.

Section 7. Overtime, Call-Back

7.1 ~~Definition~~Overtime

~~To be eligible for overtime, an employee must have prior approval of the~~ Overtime must be approved by the Department Director or designee~~ated representative~~. If prior approval is not feasible due to emergency circumstances, ~~a~~ the Department Director or designee must make a confirming authorization ~~must be made~~ on the next ~~regular working day~~workday ~~-~~following the date ~~on which the~~ overtime was worked. Authorized overtime shall be paid for all hours actually worked in excess of forty (40) hours in the work week or work in excess of the employee's regular work shift. Authorized overtime will also be paid for all hours worked immediately before or after an employee work their entire regular work shift. The City shall not change the workweek to avoid paying overtime consistent with the FLSA.

~~Leave hours, whether paid or unpaid, are not included as hours worked for computing overtime in excess of hours work beyond a regular shift or as hours worked for computing hours worked in excess of forty hours in the work week. The City shall not change the workweek to avoid paying overtime consistent with FLSA.~~

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7.2 Scheduled and Emergency Overtime

Scheduled overtime ~~is work performed outside an employee's regular work shift as defined in section 7.1 when the~~ means that employee~~s~~ ~~is~~ are given at least twenty-four (24) hours advanced notice.

Emergency overtime ~~is work performed outside an employee's regular work shift as defined in section 7.1 when the~~ means that employee~~s~~ ~~is~~ are not given at least twenty-four (24) hours advance notice. Failing to perform scheduled or Emergency overtime is grounds for discipline.

~~Unless excused by the Department Director, an employee, upon request, shall not fail or refuse to perform emergency or scheduled overtime. Failure or refusal of the employee to work overtime, in accordance with this provision, may be grounds for discipline.~~

When overtime work of a ~~Communication Operator II~~ Public Safety Dispatcher is needed, the overtime ~~shall be~~is offered first to the Public Safety Dispatcher ~~Communication Operator~~ II class, provided that the Department has more than two (2) hours' notice of the need for overtime. If less than two (2) hours' notice is given, the Department may assign overtime to ~~best~~ meet operational needs.

~~When scheduled overtime work of (i) any worker~~ Scheduled overtime in the ~~Public Works Department~~Operations and Utilities Department, Parks and Recreation Department, or for employees in the classifications of~~, (ii)~~ Building Inspector I/~~ or~~ II~~,~~ or ~~(iii)~~ Construction Inspector I/~~ or~~ II, ~~is needed, the overtime shall~~ will be offered first to employees in the division (i.e. water, streets, parks) for which the overtime is needed, by seniority. If the need cannot be met with the specific division, the overtime may be offered to other employees, by seniority. If less than two (2) hours' notice is given, the City will make ~~best~~ efforts to assign overtime within the division, by seniority, but if not feasible, the Department may assign overtime to ~~best~~ meet operational needs.

7.3 Overtime Compensation

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the base rate of pay; except for holiday overtime, which shall be computed at the rate of three (3) times the base rate of pay.

For 24/7 operations, there are four categories of pay:

1. Base hourly rate: This equals an employee's annual salary divided by 2080 hours;
2. Overtime hourly rate of pay: This equals an employee's base hourly rate plus incentives multiplied by 1.5.
3. Holiday hourly rate of pay on Holiday worked as part of their regular work shift: This equals an employees' base hourly rate plus incentives multiplied by 1.5.
4. Holiday Overtime hourly rate of pay on Holiday worked: This equals an employee's base hourly rate of pay multiplied by 3.

For all other operations, there are three categories of pay:

1. Base hourly rate: This equals an employee's annual salary divided by 2080 hours;
2. Overtime hourly rate of pay: This equals an employee's base hourly rate plus incentives multiplied by 1.5.

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3. Holiday hourly rate of pay on Holiday worked as part of their regular work shift: This equals an employee's base hourly rate plus incentives multiplied by 1.5.
4. Holiday Overtime hourly rate of pay on Holiday worked: This equals an employee's base hourly rate of pay plus incentives multiplied by 3.

7.4 Compensatory Time

Employees may accrue CTO to a maximum of two hundred (200) hours. CTO time shall be accrued at the employee's regular rate of pay, consistent with the FLSA. Accumulation of CTO time requires agreement between the employee and the appropriate supervisor.~~An employee may request, through the Department Director, compensatory time off or overtime pay for overtime worked. Use and accrual of compensatory time shall be at the discretion of the Department Director to assure assignment of adequate personnel to provide and maintain the City services. No employee may accrue more than two hundred (200) hours of compensatory time. An employee shall receive paid overtime for all hours worked in excess of the two hundred (200) hours.~~

Employees may cash out CTO at any time during the year; any remaining CTO is paid to the employee upon promotion, annually on the last regular paycheck in the month of December or at separation.

~~Accrued Compensatory Time shall be paid to an employee once per year upon request of the employee and at termination.~~

7.5 Call-Back Pay

Call Back Pay is paid when an employee is called for unscheduled or emergency work after the employee has returned home from a regular shift or on a day outside of the employee's regular shift. Call Back Pay is not paid when the work is scheduled or when the work is continuous with a regular shift. When an employee is called back to work, s/he shall be paid a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the employee's base hourly pay rate. The minimum of two (2) hours shall apply to the first call-back and to any subsequent call-back after two (2) hours has expired from the original call. Employees shall be given first refusal of call- back or emergency work consistent with and subservient to Sections 7.2 and 7.3.

Employees called back on a City holiday shall be paid a minimum of three (3) hours at time and one-half the employee's hourly rate of pay.

All work (other than employee's regularly scheduled work hours) performed under the call-back provision shall be compensated at one and one-half (1 1/2) times the base hourly rate of pay.
Approved and appropriate leave time taken during the employee's regular work schedule prior to or after call-back shall not preclude payment of overtime during call-back.

7.6 Court Appearance

Employees who are required to testify in court in their official capacity as a police department employee and are scheduled to appear within one (1) hour after the regularly scheduled work shift, or conclude the court appearance within one (1) hour before the regularly scheduled work shift, that is, as an extension of his/her work shift, shall be compensated at the overtime rate for actual time worked and up to one (1) hour waiting time.

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Employees who are off duty for more than one (1) hour, or on vacation, compensatory time off, or their regularly scheduled shift off, who are called back to testify in court in their official capacity as a police department employee shall be compensated for a minimum of four (4) hours (each call back providing that the call back periods do not overlap) or actual hours worked in excess of four (4) hours, computed at the overtime rate of pay.

7.7 Stand-by Pay

The employee who is on stand-by duty shall receive sixteen (16) hours of regular pay for each workweek of standby duty which includes Saturday, Sunday and Holidays. Sixteen (16) hours of regular pay is provided as an incentive for standby and emergency work hours.

All work performed during a standby tour of duty shall be compensated at the overtime hourly rate of pay. Standby employees shall be entitled to a minimum of two (2) hours at the overtime hourly rate for their first two call-outs per twenty-four (24) hour period. Subsequent call-outs (more than two) during a twenty-four (24) hour period shall be charged at the actual hours worked and paid at the overtime hourly rate of pay.

Employees shall not be entitled to additional standby pay for workweeks during which a holiday occurs; however, a standby employee shall be entitled to a minimum of four (4) hours pay at the overtime hourly rate of pay for their first two call-backs on a holiday. Subsequent call-backs during a twenty-four (24) hour period shall be charged at the actual hours worked and paid at the overtime hourly rate of pay.

7.8 Fatigued Employees

Rest Period – A minimum rest period of 8 hours will be provided to the employee. If the employee is required to work overtime causing less than an 8-hour rest period, the City will allow the employee to modify their schedule to allow for the 8-hour rest period with no charge to the employee's time off bank.

Section 8. Differentials

8.1 Shift Differential

The City shall pay shift differential to employees as follows:

(a) Qualifications

To qualify for shift differential, an employee must have a regularly assigned daily work schedule that requires the employee to work either an evening shift or a night shift.
Evening and night shifts are determined by each department as the hours vary.

(b) Shift Premiums

Effective the first full pay period following ratification of this contract by the Teamsters and adoption by the City Council, shift differential for the evening shift shall be One Dollar and

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Ten Cents ($1.10) per hour worked and shift differential for the night shift shall be Two Dollars ($2.00) per hour worked. Such shift differential shall be paid for the regularly assigned straight-time work schedule; provided however, that the shift differential will be considered in the employee's base rate of pay for the purposes of calculating overtime payments.

(c) Paid Leaves

Whenever an employee who regularly works a shift qualifying for shift differential, is on vacation, sick leave, disability or other paid or unpaid leave, will not have shift differential included in computing the pay for such leave. Such shift differential shall be paid to that employee's replacement.

(d) Shift differential shall not be paid for accrued time paid at the time of termination.

~~8.1.1 Education Material and Training~~

~~The City will pay for education material and necessary training courses to obtain and maintain certification(s) and/or to perform duties the City may require.~~

~~The City of Tracy agrees to assist employees in the following manner:~~

~~1) Tracking certification requirements and completion dates for each employee;~~
~~2) Reimbursing the employee for the cost of the certificate application;~~
~~3) Reimbursing the employee for the cost of tuition, approved books and materials and mileage to attend required classes or seminars;~~
~~4) Providing an appropriate number of paid leave hours to obtain or maintain such required certificates as approved by the department director or designee; and~~
~~5) Upon successful completion of the test, the cost of the test.~~

~~The responsibilities of the employee include:~~

~~1) Obtaining prior approval from department head or designee for each specific course or seminar, time, location and cost;~~
~~2) Providing receipts for expense reimbursement, and~~
~~3) Returning books to city for other employee usage.~~

8.2 Wastewater Certification Pay

Utilities Operators and Senior Wastewater Plant Operators shall receive additional compensation in the amount of two and one-half percent (2 1/2%) above their current salary step for possession of a valid Grade IV or V Wastewater Treatment Plant Operator Certificate from the State of California Water Resources Control Board.

Utilities Operators and Senior Water Treatment Plant Operators shall receive additional compensation in the amount of two and one-half percent (2.5%) above their current salary step for possession of a valid Grade IV or V Water Plant Operator Certificate from the State of California Water Resources Control Board.
The City shall pay State Department of Public Health certification renewal fees for Water Plant

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Operators and State Water Resources Control Board certification and renewal fees for Wastewater Plant Operators, as well as certification renewal fees for Laboratory Technicians.

Details regarding the timing and payment of incentives are covered in the administrative Procedure on Education and Incentive Pay.

8.3 Pesticide Applicator's Certificate Pay

The City will pay an additional two and one half percent of pay (2.5%) for employees who hold a Qualified Pesticide Applicator's Certificate (QAC), Qualified Applicator's License (QAL) or a Pesticide Control Advisor (PCA) and are assigned pesticide application duties.

8.4 Training Pay – Police Department

Individuals within the classifications of Public Safety Dispatcher, Community Service Officer, Crime Scene Technician, and Animal Services Officer who are assigned by the Department to provide in-house training to employees in their assigned discipline shall receive 5% above their base salary as specified below.

Each classification will have a minimum of one (1) designated training position; however, the Department may designate as many additional positions as deemed necessary. Persons appointed to these positions will be provided with additional training necessary to qualify as an in-house trainer in their assigned discipline. The five percent (5%) training pay will only be paid to those employees appointed as in-house trainers and only during the hours the employee is providing training at the direction of the Department.

8.5 Building Inspector and Plans Examiners Certifications

Building Inspector

Building Inspectors shall be entitled to receive compensation of an additional one and one-half percent (1.5%) per certification up to a total of six percent (6%) above base pay for receiving and maintaining any of the four (4) department-approved Essential Certifications or their equivalent:

Essential Certifications:

- ICC Residential Building Inspector or ICC California Residential Building Inspector
- ICC Commercial Electrical Inspector (based on the NEC)
- ICC California Commercial Mechanical Inspector or IAPMO Mechanical Inspector
- ICC California Commercial Plumbing Inspector or IAPMO Plumbing Inspector

In addition, once a Building Inspector receives the four (4) Essential Certifications specified ~~above,~~ ~~they~~above, they shall be entitled to an additional one percent (1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Department, up to an additional three percent (3%) total.
Department Approved Certificates:

- ICC Commercial Building Inspector or ICC California Commercial Building Inspector

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- CASP (Division of State Architect's, DSA, Certified Access Specialists Program Certification) certification
- ICC Building Plans Examiner or ICC California Building Plans Examiner

Plans Examiner

Plans Examiners shall be entitled to receive an additional one and one-half percent (1.5%) per certificate up to a maximum of six percent (6%) above base pay for receiving and maintaining any of the four (4) following Essential Certifications or equivalent:

Essential Certifications:

- ICC Residential Building Plans Examiner
- ICC Building Plans Examiner or ICC California Building Plans Examiner
- IAPMO UPC Plumbing Plans Examiner or IAPMO California Plumbing Plans Examiner
- IAPMO UMC Mechanical Plans Examiner or IAPMO California Mechanical Plans Examiner

In addition, once a Plans Examiner receives the four (4) ICC certificates specified above, they shall be entitled to an additional one percent (1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Department, up to an additional three percent (3%) total.

Department Approved ICC Certificates:

- CASP (Division of State Architect's, DSA, Certified Access Specialists Program Certification) certification
- ICC Electrical Plans Examiner
- ICC Commercial Building Inspector or ICC California Commercial Building Inspector

No employee may be entitled to receive more than nine percent (9%) total above base pay under this section 8.5.

8.6 Construction Inspectors

Construction Inspectors shall be entitled to receive compensation of an additional one and one-half percent (1.5%) per certification up to a maximum of three percent (3%) above base pay for receiving and maintaining City Manager-approved certifications that are not required by the position's job description.

8.7 Code Enforcement Officers Certifications

Employees in the Code Enforcement classification shall be entitled to certification pay of three percent (3%) to base pay for all Code Enforcement officers who are certified through California Association of Code Enforcement Officers (CACEO).

8.8 Public Safety Dispatchers Certifications

Public Safety Dispatchers shall receive three percent (3%) above base pay for receiving and maintaining a Dispatcher Intermediate POST Certificate.

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8.9 Equipment Mechanic Certifications

Equipment Mechanics shall be entitled to receive compensation of an additional one and one-half percent (1.5%) per certification up to a total of three percent (3%) above base pay for receiving and maintaining City Manager-approved certifications that are not required by the position's job description.

8.10~~6~~ Crane Assignment Pay

Effective July 1, 2007, employees who are assigned Crane Operations duties and who are required to obtain and maintain the required Crane Operator certification shall receive an additional one and one-half percent (1.5%) above base pay.

8.11~~7~~ Commercial Driver's License Pay

Employees in classifications that are required to maintain a Class A Commercial Driver's License shall receive an incentive pay of Nine Hundred Dollars per year ($900), prorated per pay period.

8.12 Hazard Pay for CPU

Employees who work in the Community Preservation Unit will receive three percent (3%) hazard pay for all hours worked due to the handling of needles, urines, feces, and other hazardous items.

Employees who assist the CPU with encampment cleanups will receive three percent (3%) hazard pay for time worked assisting with encampment cleanups due to the handling of needles, urine, feces, and other hazardous items.

8.13~~8~~ Universal EPA Certificate Pay

The City will pay a premium of $1,400 annually, prorated per pay period, to employees in the Building Maintenance Worker series or the Utility Mechanic series who (i) hold a Universal EPA certification allowing them to purchase and handle refrigerant and (ii) are assigned duties related to the City's refrigeration and HVAC systems that require the purchase and handling of refrigerants.

8.14~~9~~ Water Distribution Operator Certification Pay

The following positions are eligible for a certification incentive pay of 2.5% upon receipt of their Grade 1 or 2 permanent Water Distribution Operator Certification:

1) Laboratory Technician I/II
2) Electrician

A certification pay incentive of 3.5% will be added to the base pay of the Electrician who is working on water well maintenance upon the receipt of a permanent Grade 3 Water Distribution Operator Certification.

Total Certification pay shall not exceed 3.5%.

Section 9. Allowances

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9.1. Education Material and Training

The City pays for education material and necessary training courses to obtain and maintain certification(s) and/or to perform duties the City may require.

The City assists employees in the following manner:

1) Tracking certification requirements and completion dates for each employee;
2) Reimbursing the employee for the cost of the certificate application;
3) Reimbursing the employee for the cost of tuition, approved books and materials and mileage to attend required classes or seminars;
4) Providing an appropriate number of paid leave hours to obtain or maintain such required certificates as approved by the department director or designee; and
5) Upon successful completion of the test, the cost of the test.

Employees are responsible for obtaining prior approval from department head or designee for each specific course or seminar, time, location, and cost, providing receipts for expense reimbursement, and returning books to City or other employee usage.

9.2~~8~~ Education Reimbursement

Upon Department Director approval, an employee who completes a course of study and receives a grade of C or better may be reimbursed for books, ~~supplies~~ and tuition up to a maximum of $5~~2~~,500.00 per ~~fiscal~~ year, to a lifetime maximum of $20,000.00.~~for courses taken at public colleges or universities in California or for the California tuition equivalent for courses that must be taken at colleges or universities outside of California public education system.~~

9.3~~10~~ Certification Allowances

~~Each e~~Employees who are~~is~~ required, as a part of his or her job duties, to attend training for Contact Hours or Continuing Education Units to maintain job required certifications, will be reimbursed for all costs of travel, hotel, meals, and course fees, and any other expenses related to training. To be eligible for reimbursement, employees must request and receive written approval to participate in the training course from their Department Head or ~~his/her~~ designee prior to taking the course and incurring related expenses.

9.~~41~~ Uniforms – Parks, ~~Public Works~~ Operations and Utilities

The City ~~will~~ provides and maintain uniforms for ~~all~~ employees designated to wear mandatory uniforms in the Mobility and Housing, Parks and Recreation, and ~~Public Works~~ Operations and Utilities Departments. Uniforms ~~so provided shall be determined for each designated classification in accordance with the Administrative Procedure on Uniforms and shall~~ remain the property of the City and ~~shall be~~ are to be returned by the employee upon separation or movement to another classification of employment.

~~Wearing of uniforms is mandatory. Exceptions will not be allowed without a written doctor's excuse.~~
The quality of uniforms should ensure comfort and good fit and should be adequate for weather

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conditions. When the City is unable to provide a uniform to adequately fit an employee, the employee may request approval from the Department Head or designee to purchase and receive reimbursement for alternative uniform apparel within the City of Tracy uniform standards. Approval will not be unreasonably denied. Uniforms will be maintained by the City in accordance with the provisions of the Administrative Procedure on Uniforms.

The City will provide the appropriate marine gear for those employees that work on waterways.

9.52 Uniforms Allowance ~~– Crime Scene Technician, Animal Services Officer, Crime Prevention Specialist, Community Service Officer, Property/Evidence Technician, Public Safety Dispatcher, and Code Enforcement Officers~~

Upon hire, the City shall provide the Crime Scene Technicians, Animal Service Aides, Animal Services Officers, Crime Prevention Specialists, Community Service Officers, Property/Evidence Technicians, Senior Property/Evidence Technician, Public Safety Dispatchers, and Code Enforcement Officers ~~shall be paid an annual uniform~~ receive a uniform allowance of Eight Hundred Dollars ($800) on the regular payday following their appointment. Thereafter, these classifications receive a uniform allowance of thirty dollars and seventy-seven cents ($30.77) per pay period. Uniform allowances paid in each pay period will be effective July 1, 2024.

~~The allowance shall be paid during the pay period that includes June 30 of each year.~~

9.63 Safety Boots and Prescription Safety Glasses

A. Safety Boots

The City will purchase or reimburse up to $230~~190~~.00 per employee per fiscal year for those employees required to wear safety boots in accordance with the provisions of the Safety Boot Administrative Procedure. Such reimbursement will include for accessories to safety boots.

The City ~~will~~ establishes accounts with a sufficient number of local vendors. Eligible employees will be issued a purchase order by their respective departments to purchase safety boots or may choose to be reimbursed upon submittal of a receipt. An employee may ~~utilize these monies to~~ purchase more than one (1) pair of boots ~~within the same fiscal year with the understanding the employee shall be reimbursed no more than~~ up to two hundred and thirty ($230~~190~~) ~~total for that~~ per fiscal year.

Safety boots that are a hazard due to wear or damage, through no fault of the employee, ~~shall~~will be replaced by the City. Employees who lose or intentionally damage boots, so the boots are no longer safe, will be responsible for the full cost of replacing the boots.

Employees ~~shall be~~ are responsible for purchasing boots that meet or exceed the standards and specifications provided by the City.

~~Any employee, who loses or intentionally damages boots, so the boots are no longer safe, will be responsible for the full cost of replacing the boots.~~

B. Prescription Safety Glasses

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The City establishes accounts with a sufficient number of local vendors. Eligible employees will be issued a purchase order by their respective departments to purchase prescription safety glasses or may choose to be reimbursed upon submittal of receipt. Prescription safety glasses are provided for employees required to wear safety glasses due to the nature of their job ~~up to one time~~ once every twenty-four (24) months. The City pays for the basic safety frame.

The maximum reimbursable value for prescription safety glasses~~shall be~~ is one hundred ninety dollars ($190) every twenty-four (24) months ~~for prescription safety glasses~~. ~~The City will o~~On a case-by-case basis the City reasonably accommodates or reimburses employees with complex prescriptions that ~~may result in basic frames and lenses exceeding $190.~~exceed the allowance.

Employees who lose or intentionally damage glasses so they are no longer safe, will be responsible for the full cost of replacing the glasses.

Employees ~~shall be~~ are responsible for purchasing prescription safety glasses that meet or exceed the standards and specifications provided by the City.

~~The City will establish accounts with a sufficient number of local vendors. Eligible employees will be issued a purchase order by their respective departments to purchase prescription safety glasses or may choose to be reimbursed upon submittal of receipt.~~

~~Any employee who loses or intentionally damages glasses so they are no longer safe, will be responsible for the full cost of replacing the glasses.~~

9.~~7~~4 Tool Replacement

When the Department Director approves the use of personal tools for the performance of City work, the employee ~~shall~~ will receive an allowance of ~~Two~~ two ~~Hundred~~hundred ~~Fifty~~fifty ~~Dollars~~dollars ($250.00) annually on the first payroll in December.~~each calendar year for the replacement of such tools by reason of regular usage. The allowance shall be paid the first payroll in December.~~

Employee-owned tools that are broken or stolen while at work ~~used to work on City equipment shall be replaced, at no cost to the employee, if they are broken or lost through theft:~~ will be replaced by the City. The broken tool must be given to the supervisor and a police report must be filed in the event of theft.

~~(1) The broken tool shall be given to the supervisor and~~

~~(2) A police report shall be required as proof of theft.~~

~~The City shall continue to provide any required specialty tools and tools greater than 1" in diameter.~~

9.~~8~~5 Equipment and Clothing Return

~~All~~ City-furnished equipment and clothing remains ~~in the ownership~~ property of the City and must be returned when an employee ~~leaves employment~~ separates employment.

9.~~9~~6 Meal Allowance

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The City ~~shall~~ pays a meal allowance of ~~Ten~~ten ~~Dollars~~dollars ($10.00) for employees who perform a minimum of two (2) hours of "unanticipated" overtime or callback work that extends through a regular mealtime. The two (2) hours minimum may be continuous to a regular shift, prior to a regular shift, or a call-back, but must occur during the employee's regular mealtime, not to exceed three (3) meal allowances per twenty-four (24) hour period. ~~For the purposes of this section,~~ "U~~u~~nanticipated" means that the affected employee did not receive notice until the same day as the overtime assignment occurred.

~~A meal allowance shall also be paid for s~~Standby employees who are called out to work receive meal allowance when ~~such~~ the call out lasts ~~four or~~ more than four (4) hours and extends through a regular meal period, not to exceed three (3) meal allowances per twenty-four (24) hour period.

9.10~~7~~ Mileage Reimbursement

An employee who is required to provide transportation for the performance of ~~his/her~~ their job or to attend required training ~~shall be~~ is compensated at ~~a rate established by~~ the Internal Revenue Service (IRS) mileage rate. ~~It is understood that such~~ This reimbursement does not apply to ~~commuting by~~ employee~~s~~ commutes to or from their residences.

~~9.8 Education Reimbursement~~

~~Upon Department Director approval, an employee who completes a course of study and receives a grade of C or better may be reimbursed for books, supplies and tuition up to a maximum of $2,500.00 per fiscal year, for courses taken at public colleges or universities in California or for the California tuition equivalent for courses that must be taken at colleges or universities outside of California public education system.~~

~~9.9 Credit for Training~~

~~Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be submitted, by the participating employee, to the Department Director and the Human Resources Director for inclusion in the employee's personnel file.~~

~~9.10 Certification Allowances~~

~~Each employee who is required, as a part of his or her job duties, to attend training for Contact Hours or Continuing Education Units to maintain job required certifications, will be reimbursed for all costs of travel, hotel, meals, and course fees, and any other expenses related to training. To be eligible for reimbursement, employees must request and receive written approval to participate in the training course from their Department Head or his/her designee prior to taking the course and incurring related expenses.~~

Section 10. Holidays

10.1 Paid Holidays

Regular full-time employees~~, except as otherwise provided herein, shall be entitled to observe all~~

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~~authorized holidays at full pay, not to~~ receive ~~exceed~~ eight (8) hours ~~for any one day~~ of pay per holiday.

The following are authorized holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Floating Holidays (2)	

Two (2) Floating Holidays (16 hours of leave) will be credited to vacation balances on an annual basis each January. New employees shall be granted two (2) holidays or sixteen (16) hours, if hired between January and June; twelve (12) hours if hired between July and September and eight (8) hours if hired between October and December.

10.2 Paid Holidays ~~on~~ for 9/80 Work Schedule

The 9/80 work schedule is a work schedule in which an employee works 80 hours in a pay period. Typically, the employee works four nine (9) hour days and one (1) eight-hour day in the first week and then work four nine-hour days and have a day off in the other week.

(a) If a holiday falls on a nine (9) hour workday, the number and hours of paid City holidays will not change. A holiday is eight (8) hours. If a holiday occurs during the work period on a normal nine (9) hour day, employees will receive eight (8) hours for the holiday and will need to use one (1) hours of vacation, comp time, or available floating holiday time to make up the additional hour.

10.3 Saturday and Sunday Holidays

~~Except for employees working in a seven (7) day operation, i~~If a holiday falls on a Sunday, the employee ~~shall be granted~~ is granted the following Monday as a holiday. If a holiday falls on a Saturday, the employee ~~shall be granted~~ is granted the preceding Friday as a holiday. ~~However, i~~If a Holiday falls on a Friday City Hall is closed; eight (8) hours of leave ~~shall be~~ is credited to vacation. ~~for each regular full-time employee.~~

10.4 ~~Proclaimed~~ Observed Holidays

The City observes holidays proclaimed by the Governor of the State of California or the President of the United States that are approved by the City Council. ~~All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays.~~

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10.5 Pay Rate for Holiday Work ~~(Monday-Friday Operations)~~

Regular full-time employees required to work on an recognized holiday occurring during their workweek receive eight (8) hours of holiday pay and are compensated at one and a half (1.5) times the employee's hourly rate of pay for hours actually worked up to the number of hours in the employees regular work shift.~~Any regular full-time employee who is required to work on any of the holidays specified in subsection 10.1 above, shall be paid one and one-half (1.5) times the employee's hourly rate of pay for hours actually worked up to the number of hours scheduled for the employee's normal work shift on such holiday in addition to the eight (8) hours of holiday pay received.~~

~~10.6 Pay Rate for Holiday Work (Seven Day and/or 24/7 Operations)~~

~~Any regular full-time employee who is required to work on any of the holidays specified in subsection 10.1 above, shall be paid one and one-half (1.5) times the employee's hourly rate of pay for all hours actually worked up to the number of hours scheduled for the employee's normal work shift on such holiday in addition to the eight (8) hours of holiday pay received.~~

~~Employees who do not work on the specified holiday, and whose regular day off falls on that holiday, shall receive eight (8) hours pay, regardless of the normal length of their regular shift.~~

Section 11. Vacations

11.1 Vacation ~~Benefits~~Accrual

Employees ~~shall be entitled to annual~~ accrue vacation ~~leave~~ based upon length of continuous months of service per pay period as follows:~~.~~

Months Continuous Employment	Accrued Hours
0 to 59	3.6924
60 to 119	5.2308
120 to 179	6.7693
180+	7.3847

~~From date of employment through completion of the 5th continuous year - 96 hours per year.~~

~~From beginning of 6th year of continuous employment through completion of the 10th year - 136 hours per year.~~

~~11-15 years of continuous employment - 176 hours per year.~~

~~16 years or more continuous employment - 192 hours per year.~~

11.2 Vacation Accumulation

~~Employees shall not be allowed to accrue more than~~ The maximum accrual of vacation is four hundred (400) hours. ~~of vacation leave without prior approval of the City Manager.~~

11.3 Vacation Scheduling

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Annual vacations ~~shall be~~ are scheduled by employees with the approval of the division head. Preference in scheduling ~~shall be~~ is based upon seniority. Any vacation use other than regular yearly scheduled vacation ~~shall~~ requires a minimum of twenty-four (24) hours' notice and supervisor approval.

11.4 Vacation Pay

~~All e~~Employees ~~shall be entitled to~~ may use vacation ~~leave with pay~~ upon completion of six (6) months of employment. Vacation may be taken the pay period following its accrual.~~The vacation schedule shall be established with primary consideration for the needs of the City, but with as much regard as possible for the wishes of the employee. Leave may be taken only after it has been accrued and is subject to the above restrictions. No employee may take vacation during the first six months of employment.~~

11.5 Vacation Pay Upon Termination

Upon termination, employees will be paid for ~~all~~ accrued vacation at the straight-time rate of pay.

11.6 Vacation Sell-Back

Employees are allowed an optional sell back of accumulated leave, but not more than the equivalent of 50% of one year's accrual rate for vacation and floating holiday leave. Effective January 1, 2025, employees who elect to cash out vacation or floating holiday leave must make an irrevocable election in the prior calendar year.

By November 1 of each year, beginning in 2024, an employee may make an irrevocable election to cash out up to 50 percent (50%) of vacation leave and floating holiday leave that will accrue in the next calendar year. The employee can elect to receive the cash-out on any pay period after the second pay period in July.~~Employees covered by this agreement are allowed an optional sell-back of accumulated vacation or floating holiday leave. Once per calendar year, an employee may sell back accumulated leave, but not more than the equivalent of 50% of one year's accrual rate for vacation and floating holiday leave. Any vacation sell-back permissible under this section requires that a minimum of 40 hours of accrued vacation leave remain in employee's leave bank.~~

~~11.7 Employee Retention Incentive~~

~~Effective July 17, 2012, all Teamsters employees who have completed 10, 15, 20, etc. years of service with the City of Tracy will have 40 hours of vacation added to their vacation accruals. The 40 hours is not retroactive. For example, all employees who have completed at least 10 years of service with the City will receive 40 hours in their vacation accruals. Subsequent 40 hours will be added on the next closest five (5) year anniversary date (15th, 20th, 25th, etc.) to come.~~

Section 12. Sick Leave

12.1 Accrual

~~All regular e~~Employees ~~shall be eligible to~~ accrue three point six-nine (3.69) hours of sick leave ~~prorated per pay period at the following rates~~per pay period.~~:~~

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~~Ninety-six hours per year.~~

12.2 Approval

Sick leave may be requested and used as approved by the Department Director or the Personnel Officer. ~~Pay for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted. At that time the employee shall receive no further pay for sick leave. An employee requesting sick leave should exercise reasonable diligence in notifying his/her supervisor prior to the time set for reporting to work.~~

An employee requesting sick leave should exercise reasonable diligence in notifying ~~his/her~~ their supervisor prior to the time set for reporting to work.

12.3 Use

Sick leave should be requested only in cases of actual personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family. Immediate family is defined as individuals covered by California Law. Sick leave may also be used by employees who are victims of domestic violence, sexual assault or stalking and who need to take time off of work for any of the reasons set forth in California Labor Code sections 230 and 230.1.

~~Employees may be granted leave with pay when the absence is required because of illness or injury of a member of the immediate family where attendance at the employee's residence is required or for emergency medical care. Each day used for this leave shall be subtracted from the accrued sick leave balance.~~

The City may require a justification for the need for this leave before approving the leave. Employees may use a maximum of six (6) days per year of sick leave accrual for the purpose of family sick leave. In unusual instances, the Department Director may extend family sick leave provisions beyond six (6) days per year. ~~For the purpose of this subsection,~~ For all family sick leave taken in excess of the amount statutorily required by California Law, "immediate family" ~~shall~~ means the employee's parent, spouse or domestic partner and dependent children, parent- in-law, sibling, grandchild or grandparent.

~~Sick leave shall not be granted for disability arising from any sickness or injury purposely self- inflicted or caused by the employee's willfully shown misconduct.~~

12.4 ~~Doctor's~~ Health Care Provider's Certificate

~~It is understood that the~~ The City has a legitimate concern in preventing abuse of sick leave claims. If the City has a reason to believe that sick leave is being abused, it may request that any absence be verified. The City will provide oral or written notice to the employee after it suspects that sick leave is being abused. The City may request a health care provider's~~doctor's or dentist's~~ note from an employee only after three (3) consecutive sick days, except the City may request a health care provider's note after one (1) sick day ~~in cases~~ where the City has identified and provided oral or written notice to the employee of possible sick leave abuse.~~, in which case the City may request a doctor's or dentist's note from an employee after one (1) sick day. The City's right to verify an absence includes the right to require a doctor's excuse at any time.~~ The City may prescribe forms to be used for this verification.

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The Department Director or City Manager may require a written statement from ~~an attending physician or dentist~~ a health care provider that an employee is capable and released to return to the performance of all duties of ~~his/her~~ their position.

12.5 Sick Leave at Death/Termination

Upon death, the employee's estate ~~shall~~ receives straight-time rate of pay for ~~all~~ accrued sick leave in excess of one hundred and twenty (120) days (nine hundred sixty hours).

If an employee terminates or is terminated for any reason, all accumulated sick leave ~~shall be~~ is canceled.

~~However, a~~Accumulated sick leave up to one hundred and twenty (120) days ~~shall be~~ is credited~~,~~ to an employee if the employee returns to City employment within two (2) years of termination.

12.6 Sick Leave Conversion at Retirement

Employees who retire with at least ten (10) years of service may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank ~~shall be~~ is determined by multiplying the number of accrued sick leave hours by the employee~~'~~'s hourly rate of pay as defined in this Agreement.~~Subsection 7.3.~~

The retired employee and the employee's dependents ~~shall be~~ are entitled to continued group health insurance coverage currently in effect. The premium for such coverage will be deducted from the medical insurance bank until the bank is exhausted. At that time, the coverage may be converted to an individual policy at the discretion of the employee pursuant to the terms and conditions set by the Teamsters Managed Trust.

Subject to approval by the City and Teamsters Managed Trust, retirees may elect to utilize funds in their medical insurance bank to purchase alternate medical coverage.

12.7 Retiree Medical Sick Leave Conversion Reopener

The parties agree to continue meeting and conferring up to and including the impasse procedures over the sick leave conversion at retirement with the goal to replace it with a pre-funded retiree medical retirement system. This provision expires on June 30, 2025.

12.~~8~~7 Catastrophic Sick Leave Program

An employee may be eligible to receive donations of paid leave to be included in the employee~~'~~'s sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

ELIGIBILITY:

1. The recipient employee or any other employee may submit a written request to the Human Resources Division to initiate the process.

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2. The recipient employee is not eligible so long as she/he has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.

3. A medical verification must be provided by the recipient employee.

4. A recipient employee is eligible to receive 90 working days of donated time per employment.

5. Donations of vacation and/or compensatory time shall be made in increments of full hours. Donations are irrevocable. Unused hours remaining when the recipient returns to work or terminates employment with the City shall be retained by the recipient.

6. The donor's hourly value will be converted to the recipient's hourly value, and then added to the recipient's sick leave balance on a dollar-for-dollar basis.

7. The donor employee may donate vacation, compensatory time, or in lieu of holiday time, which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.

8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.

9. In the event of the death of the recipient while still employed by the City, any donated unused leave time remaining at the time of death will be paid to the recipient's estate at 100% of the value at the employee's final hourly rate.

10. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the City's sole discretion, and shall be final and non-grievable.

Section 13. Workers' Compensation

An employee receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Three (3) consecutive calendar days following the last day worked constitutes a waiting period before Workers' Compensation starts. The time the employee is scheduled to work during this waiting period

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will not be charged to the employee's sick leave and/or vacation accruals if the claim is accepted. In order to qualify for Workers' Compensation, the employee must be under the care of a physician. For accepted claims temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds 21 days.

Temporary disability payments under Workers' Compensation laws will be integrated with the employee's accumulated sick leave and vacation leave. In such circumstances, the employee shall be paid the difference between the disability payments and his/her full salary. Payments from the insurance carrier for disability arising out of and in the course of employment shall be paid to the employee and forwarded to the City. The amount of such payment or payments shall be deducted from the monies which the employee would otherwise receive from the City.

Payments from the insurance carrier plus the monies paid to the employee by the City shall be equivalent to the employee's regular full pay.

In no case may an employee receive more income than the amount of his/her normal pay. Employees must turn in checks received from insurance carrier to the City.

Section 14. State Disability and Paid Family Leave

State Disability Insurance payments are available to employees who cannot work because of sickness or injury not job related. SDI payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain payments from SDI and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave is available; the employee will continue to receive normal paychecks. Payments received from the state shall be turned in to the City. When such checks are received by the City, a portion of the employee'' s next paycheck, equal to the amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the paycheck.

In no case may an employee receive more income than the amount of his/her normal pay. Employees must turn in checks received from the insurance carrier for the City, unless the employee elected in writing, at the time of disability, of the employee's choice not to receive paid leave.

Additionally, employees may be eligible to receive Paid Family Leave in accordance with State Law and City Policy. In such cases, the PFL will be integrated with pay in the same fashion as State Disability Insurance.

Section 15. Leaves of Absence

15.1 Approved Absence Without Pay

Upon written request, the City Manager may grant an employee a leave of absence without pay for a definite period, not to exceed one (1) year. Failure on the part of the employee, absent without pay, to return to duty within 24 hours after the last date of the approved leave shall be cause for discharge.

For leaves of absence without pay for reasons which qualify as leave under the Family and Medical

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Leave Act, the City will pay health benefits in accordance with the provisions of the Family and Medical Leave Act.

15.2 Bereavement Leave

(a) In the event of a death in the immediate family, employees shall be granted leave up to a maximum of five (5) working days. The employee may, with the Department Director's permission, use vacation, sick leave, or compensatory time, if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave. Upon request, the employee shall provide appropriate verification of attendance and/or relationship.

The immediate family of an employee is defined as: parents, step-parents, parents in- law, spouse, domestic partner, child, step-child, brother, sister, grandparents, grandchildren, brother/sister in-law, son/daughter in-law, or legal guardian or a person who is at least 50% dependent on an employee.

(b) In special cases, with the approval of the Department Director, and the Personnel Officer may grant a death leave in other circumstances.

15.3 Military Leave

(a) Military leave shall be granted in accordance with provisions of state and federal laws. An employee entitled to military leave shall give the Department Director an opportunity, within the limits of military regulations, to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the City for not less than one year shall be entitled to receive City salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.

(b) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full salary and benefits, including within-class-pay step increases as would have been received had the employee remained for that period of time in active service with the City. Application must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after restoration.

(c) A person employed by the City to fill a position made vacant by an employee on military leave of absence shall hold such position subject to being laid off upon any of the said employees being restored to their former positions. An employee promoted to fill a position made vacant by an employee on military leave shall hold that position subject to being restored to his/her former position upon return of the employee.

15.4 Maternity Leave

Maternity leave shall be granted in accordance with City Policy and applicable state and federal laws.

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15.5 Family and Medical Leave Act

The parties acknowledge the applicability of the Family and Medical Leave Act and intend to apply and implement this M.O.U. so as to comply with the Act.

15.6 Jury Duty

An employee shall be entitled to a leave of absence, for a reasonable time necessary, to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such a leave of absence shall be granted, with pay, up to the amount of the difference between the employee's regular earnings and any amount received for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee.

Such a leave of absence shall not be charged against the employee's sick leave or vacation leave. Any employee released from jury duty prior to the end of their regular shift shall then report to work; provided, however, that this combination of jury duty and work time shall not exceed, within a 24 hour time period, the total number of hours of the employee's regular schedule.

An employee who is seated as a juror or alternate juror shall inform the supervisor on or before the day the trial begins of the estimated length of the trial. If an employee is required to serve on jury duty on a regularly scheduled day(s) off, the City will endeavor to reschedule the day(s) off beginning with the sixth day of a combination jury duty and work duty, provided that such rescheduling does not require the payment of overtime.

An employee who is assigned to a night or evening shift will be reassigned to a day shift for the scheduled work week, and night or evening shift premium pay shall not be discontinued during the period of assignment.

15.7 Voting Leave

Employees shall be granted sufficient time to vote during municipal, primary and general elections.

15.8 Attendance and Leave Reports

Absence of all employees on vacation leave, sick leave, compensatory leave and leaves without pay granted by Department Director, shall be reported to the Department Director. Such reports shall indicate the hour and date of employment and regular days off included within the period of absence.

15.9 Attendance

Effective upon adoption of this Agreement, any employee who fails to call or show for work shall receive an oral reprimand on the first occasion; a written reprimand on the second occasion, a three (3) day suspension on the third (3rd) occasion and shall be terminated on the fourth (4th) occasion during an eighteen (18) month period. A failure to call or show for work is defined as no contact with employee's supervisor or department management within the first hour of an employee's scheduled shift. The City

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shall require verification when an employee submits any justification for the failure to call or show for work. The City shall consider any justification and verification submitted by an employee before exercising its right to impose discipline under this section.

Section 16. Insurance

16.1 Health and Welfare

~~The City will contribute fifty percent (50%) of the increase in monthly premiums of its healthcare contribution or $75.00 per month, whichever is less.~~ Effective August 1, 2023, ~~T~~the City ~~currently~~ will contribute~~s~~ $1,778.00~~1289.75~~ monthly for Kaiser plan participants and $2,314.00 monthly for UnitedHealth Care plan participants.~~and each employee contributes $200.20 monthly towards healthcare costs for medical, dental and vision care. The plan selected through the Teamsters Managed Trust (TMT) shall continue to be Warehouse Plan Option II (Kaiser and United Health).~~

If premiums increase in the Teamsters Manage Health Care Trust Fund Plan L30/M10II-M10III/D2 Kaiser or United Health Care plan, to which City employees are enrolled, effective October 1, 2023, the City shall increase its contributions to cover up to seven percent (7%) of the premium increases.

If premiums increase in the Teamsters Managed Health Care Trust Fund Plan L30/M10II-M10III/D2 Kaiser or United Health Care plan, to which City employees are enrolled, effective October 1, 2024, the City shall increase its contributions to cover up to seven percent (7%) of the premium increases.

If during either of the two years of this agreement premiums increase above 7%, the parties shall schedule a meeting to discuss what options are available to address the increase in health insurance premium costs.

~~Employees shall pay the difference, through payroll deduction, between the City's monthly contribution and the actual cost of the plan. In the event the monies necessary to fully pay the monthly cost of the plan selected in future years is less than the monies specified above, the City will only pay the actual cost of the plan. The City agrees that employees covered by this Agreement shall not have to pay more than fifteen percent (15%) of the total cost of the monthly composite rate of Warehouse Plan Option II.~~

In the event that modifications or amendments to the existing terms and conditions of participation in the Teamsters Managed Trust Plan which would increase the City's liability and/or cost other than the maximum contribution per month per employee, are enacted by the Trust, the City may, at its sole option, terminate participation in the Trust upon 30 days' notice to the Union and the Trust. If the City exercises this option during the term of the MOU, the City will meet and confer with the Union regarding substitute health provisions which are substantially equivalent to health and welfare benefits then being provided to other City bargaining units.

16.2 Life Insurance

The City agrees to maintain the life insurance component of the Trust at Thirty Thousand Dollars ($30,000) total, including the amount covered as part of the standard Health and Welfare Plan. The City agrees to pay the entire premium for the additional life insurance which shall be paid separately

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from the monies the City allocates for health and welfare, dental and vision.

Section 17. Probationary Period

17.1 Purpose

All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the Personnel Officer or, under the Personnel Officer's direction, the Department Director, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of a new or promoted employee and to determine whether the employee is fully qualified for the position.

17.2 Duration

The probationary period for new and promoted City employees shall be six (6) months. Employees hired into the classifications of Public Safety Dispatcher I/II or Senior Public Safety Dispatcher, Water Treatment Plant Operator I/II/III, Wastewater Treatment Plant Operator I/II/III and Utility Operator shall have a probationary period of twelve (12) months.

An employee who is in a probationary status may be rejected without cause, without right of appeal and without recourse to the Grievance Procedure as provided in Section 22 hereof, except as provided in section 17.5.

17.3 Promotion

An employee, who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion. Those rights can only be affected for cause.

The Department Director may extend the probationary period in three-month increments, not to exceed one (1) year, if the Department Director feels additional time is necessary to adequately evaluate the employee.

17.4 Probationary Reports

No less than two (2) written performance reports of each probationary employee shall be made by the Department Director or their designee during the probationary period according to rules established by the Personnel Officer. Those written reports will consist of at least one (1) report given half way through the probationary period and the second report given at the end of the probationary period.

17.5 Effect of Probationary Period

The Personnel Officer may terminate, without cause, an employee at any time during the probationary period. Said employee shall have no recourse to any provisions for appeal set forth in the rules and regulations, except where there is an allegation of discriminatory bias, in which case, the formal appeal process may be used. An employee rejected during the probationary period following a promotional

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appointment shall be reinstated to the classification from which he/she was promoted if a vacancy exists in such classification, unless the employee is discharged for cause as set forth in Section 21. If no vacancy exists in the classification from which the employee was promoted, the employee may exercise the displacement procedures set forth in Section 19(b). Probationary promotional employees are exempt from this section in cases of dismissal for cause.

For purposes of this section, "Discriminatory bias" shall be defined to be consistent with the specific bases for protections against employment discrimination as provided under California Government Code section 12940(a) of the California Fair Employment and Housing Act ("FEHA").

Section 18. Miscellaneous Personnel Actions

18.1 Vacancies in the Competitive Service

All vacancies in higher positions in the competitive service shall be filled by promotion from within if the following conditions are met:

(a) The City Manager determines that there is an internal applicant pool and that the best interests of the City will be served by promoting from within.

(b) The person selected shall be the most qualified applicant for the job; and

(c) Any promotional examination shall comply with the City, state and federal rules and regulations governing competitive examinations.

(d) If the City Manager decides not to utilize a promotional only exam, the action of the City Manager shall be grievable under the grievance procedure of Section 22.2 of this MOU.

18.2 Vacancies in City Service

Prior to a vacancy being filled through the process outlined in this section, the lateral process ~~shall~~ is first ~~be~~ reviewed for internal employees wishing to transfer to a new work assignment.

~~All v~~Vacancies in the City's service ~~shall be~~ are filled by re-employment, promotion, transfer, demotion, reinstatement, or by appointment from an employment list. When employment lists are used to fill vacancies, they ~~shall be~~ are used in the following order:

(a) By appointment of eligibles from re-employment lists;

(b) By consideration of eligibles from promotional lists;

(c) By consideration of eligibles from an open eligibility list.

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The City ~~shall~~ will determine the number of applicants from a promotional list to interview for any position. The most qualified applicants who are current City employees ~~shall be~~ are interviewed prior to the consideration of any equally qualified applicant from an open list.

Promotional examinations scheduled by the City during an employee~~'~~'s regular working hours may be taken without loss of compensation.

18.3 Transfer

An employee may be transferred from one (1) position to another position in the same or comparable classification upon approval of the affected Department Directors. Transfer may be made at any time by the Personnel Officer. Transfer ~~shall~~ may not be used to effect promotion, demotion, advancement or reduction in pay. Employees may only be transferred if they meet the minimum qualification for the position.~~No person shall be transferred to a position for which s/he does not possess the minimum qualifications.~~ Upon ~~notice to~~ noticing the Personnel Officer, an employee may be transferred by the appointing power at any time from one position to another position at a ~~comparative~~ comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involving the performance of similar duties and requiring substantially the same qualifications.

~~18.4 Demotion~~

~~The Personnel Officer may demote an employee who so requests it, or whose ability to perform the required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a class for which the employee does not possess the minimum qualifications.~~

~~18.5 Suspension~~

~~The Personnel Officer may suspend an employee without pay from his/her position in accordance with disciplinary procedures indicated in Section 21.5. Suspension without pay shall not exceed 30 calendar days.~~

~~A Department Director may suspend an employee after affording due process rights for not more than three (3) working days for any one offense.~~

18.~~4~~6 Provisional

The Personnel Officer may appoint an employee to an allocated full-time position subject to certain conditions identified by the Personnel Officer. The Personnel Officer ~~or~~ may appoint an employee who does not meet the minimum qualifications for the position appointed. ~~to which that employee is appointed. The e~~ Employees so appointed must satisfy the minimum qualifications or specified conditions prior to completion of the applicable probationary period.

18.~~5~~7 Reclassification

The Personnel Officer may reclassify an incumbent to a new job classification with the same or higher maximum rate of pay based upon an analysis of job responsibilities and duties where a preponderance of the work performed is outside of the originating class. For purposes of the probationary period, a reclassification is the same as a promotion if it results in the employee~~'~~'s salary increasing by five

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percent (5%) or more. The probationary period for reclassified employees may be waived at the discretion of the Personnel Officer.

18.6~~8~~ Flex Staffing

The City may choose to Flex Staff (promote) classes within the same job family that contain entry or journey positions to entry/journey or advance/journey level positions. Flex Staffing gives the flexibility to hire employees at the less experienced level or at the more experienced level depending upon applicant qualifications and City staffing needs. All positions in the following classifications are designated for flexible staffing.

From	To
Animal Services Officer I	Animal Services Officer II
Building Inspector I	Building Inspector II
Building Maintenance Worker I	Building Maintenance Worker II
Construction Inspector I	Construction Inspector II
Equipment Mechanic I	Equipment Mechanic II
Laboratory Technician I	Laboratory Technician II
Public Safety Dispatcher I	Public Safety Dispatcher II
Wastewater Treatment Plant Operator I	Wastewater Treatment Plant Operator II
Wastewater Treatment Plant Operator II	Wastewater Treatment Plant Operator III
Water Treatment Plant Operator I	Water Treatment Plant Operator II
Water Treatment Plant Operator II	Water Treatment Plant Operator III
Engineering Technician I	Engineering Technician II
Plan Examiner I	Plan Examiner II
Maintenance Worker I	Maintenance Worker II
Utilities Worker I	Utilities Worker II
Utility Mechanic I	Utility Mechanic II

Section 19. Layoff and Recall

A permanent employee may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied class or position in the City service, unless that employee has been offered the temporary work.

When a Department Director is instructed by the City Manager to reduce the number of employees, layoff shall be made in accordance with the following rules below, (a) through ~~(e)~~€ inclusive:

(a) Layoffs shall be by job classification according to reverse order of seniority as defined by total City service.

(b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which the employee previously held permanent status, provided the displaced employee has less total City service. Total City service means as a full-time employee.

(c) An employee may demote or transfer to a vacant position in a classification for which the employee

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possesses the necessary skills as determined by the minimum qualifications and job specifications for position.

(d) The name of each laid off employee shall be entered, in order of seniority, on a Re- employment List for two (2) years.

(e) A former employee appointed from a re-employment eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, a re-employed employee shall not be eligible for benefits for which s/he received compensation at the time of, or subsequent to the date the employee was laid off.

Section 20. Separation from Service

20.1 Resignation

An employee wishing to resign from employment shall file with the Department Director a notice of intention to leave at least two (2) weeks in advance. In the event the employee provides two (2) weeks' notice, the employee shall receive his/her final paycheck on the last day's work.

20.2 Reinstatement

A permanent employee who has resigned in good standing may request reinstatement to a position in his/her former classification. The City Personnel Officer (the City Manager) may reinstate such employee to a vacant position pursuant to City Policy. Upon reinstatement, the vacation accrual rate shall be restored based upon total city service incurred up to the date of separation of employment from the City of Tracy. The City Manager may request such employee to submit to a physical examination and may require the employee to serve a new probationary period.

20.3 Termination Interview

An employee terminating City employment, for whatever reason, shall be interviewed by his/her immediate supervisor, who shall advise the employee of both the employee's and the C~~i~~'ty's rights under the terms of resignation and shall ascertain the reasons for termination of employment.

20.4 Discharge

An employee may be discharged at any time by the Personnel Officer for just cause. Whenever it is the intention of the Department Director to discharge an employee in the competitive service, the Personnel Officer shall be notified and Personnel Officer's prior approval obtained. The City agrees to give any employee who is being discharged at leave five (5) working days' notice of such disciplinary action.

Section 21. Employee Conduct and Discipline

21.1 Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the City of Tracy.

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21.2 Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the offices of the Personnel Officer, the Department Directors, nor the Finance Manager, for the purpose of making collections.

21.3 Outside Employment

An employee may not carry on, concurrently with his/her public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of his/her work, or which creates a conflict of interest with his/her employment.

21.4 Private Use of City Equipment

No City facility or equipment shall be put to any private use without the permission of the Department Director or designee.

21.5 Disciplinary Action

This section shall apply to the following disciplinary actions:

Oral Reprimand
Written Reprimand
Suspension
Demotion
Discharge

21.6 Causes for Disciplinary Action

Disciplinary actions may be imposed upon any permanent employee for just cause. The following shall constitute just cause for disciplinary action:

a) Fraud in securing employment
b) Failure to perform/execute job duties
c) Failure to complete assignments in a timely manner
d) Inexcusable neglect of duty
e) Insubordination
f) Dishonesty
g) Being under the influence of alcohol or controlled substance while on duty
h) Inexcusable absence without leave
i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
j) Discourteous treatment of the public or other employees
k) Misuse of City property
l) Violation of any established City/Department rule, regulation, policy and/or manual

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m) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, genetic information, sexual orientation or age, military or veteran status against the public or other employees while acting in the capacity of a City employee.
n) Theft or sabotage of City property
o) Fighting, assault and/or battery

21.7 Manner of Reprimand

If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any such oral reprimand shall be considered final, subject only to protest in writing to the employee's personnel file.

21.8 Types of Discipline

Any authorized supervisory employee may propose disciplinary action for cause against an employee under his/her supervision in accordance with the procedures outlined in this MOU. In general, the City shall adhere to the principles of progressive discipline.

21.8.1 Oral Reprimand

Verbally notifies the employee that his/her performance or behavior must be improved. Oral warnings are generally given by supervisors when counseling has failed to produce the desired changes. The warning defines the areas in which improvement is required, sets up goals leading to this improvement, and informs the employee that failure to improve will result in more serious action. Al though the supervisor makes a note of the content of the warning or sends a confirming memo to the employee, no record is placed in the employee's permanent personnel file unless subsequent action is necessary. Oral reprimands are not subject to the disciplinary appeal procedure set forth in this MOU. However, employees may file a response to the oral reprimand to be placed with any documentation related to the oral reprimand in the file.

21.8.2 Written Reprimand

Official notification to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if said cause is not corrected. Written reprimands should be given in consultation with the Human Resources Director. Written reprimands shall be made a part of the employee's official personnel record and may be considered as pertinent evidence or information in any hearing.

21.8.3 Suspension Without Pay

A suspension without pay for any period of time is subject to the disciplinary appeal procedure set forth in this MOU.

21.8.4 Reduction in Step Within Range as a Disciplinary Measure

Is the withdrawal of step advancements granted for merit, efficiency, and length of service. Reduction

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in pay shall become effective on the effective date of the disciplinary action. Reduction may be made on permanent or a temporary basis. Reductions of pay are subject to the disciplinary appeal procedure set forth in this MOU.

21.8.5 Demotion Without Consent

Shall be a reduction in classification to a classification having a lower maximum salary with a corresponding reduction in salary at set forth in section 8.9.2 of the City's Personnel Rules. Demotion without consent may be made to the classification having the lowest maximum salary in the classification series or a classification series comparable to that within which the employee's position is located. Demotion may be made on a permanent or temporary basis. Demotions are subject to the disciplinary appeal procedure set forth in this MOU.

21.8.6 Dismissal

The termination of an employee from the City service. Dismissals are subject to the disciplinary appeal procedure set forth in this MOU.

21.9 Procedures for Disciplinary Action

Written Notice/Pre-Discipline Meeting/Final Action

The City shall issue a written notice of discipline, describing the intended discipline, the basis for the discipline, and attaching any documents upon which the discipline is based. The City shall provide the employee an opportunity to respond to the disciplinary action, either orally or in writing, within 10 calendar days of such written notice of discipline. If the employee chooses to respond orally, the Human Resources Director shall designate a City official, not involved in the disciplinary decision, who shall convene a meeting to hear the employee's response. If the employee chooses to respond in writing, the written response shall be logged in the employee's personnel file. No further appeal shall be permitted. In the case of a written reprimand, the employee may respond by submitting a written rebuttal to be logged in the employee's personnel file.

For discipline that is equal to or greater in severity than a suspension, including a demotion or reduction in pay, the City shall issue a notice of intent to impose discipline, describing the intended discipline, the basis for the discipline and attaching any documents upon which the discipline is based. The notice shall state that the employee has a right to respond, either orally or in writing, before discipline is imposed. A copy of the notice will be sent to the Union office. The City shall set the pre-discipline meeting approximately one (1) week from the date of the notice, unless a different time and date is set by mutual agreement.

For discipline that is equal to or greater in severity than a suspension, including a demotion or reduction in pay, the Human Resources Director shall designate a City official who is disinterested in the matter who shall convene a meeting to review the employee's response before imposing discipline *(Skellv* meeting). The employee shall be entitled to a representative of his/her choice; provided, however, that the inability of a particular representative to attend the meeting shall not be cause for requiring a continuance of the meeting unless it can be re-scheduled in a reasonable amount of time. At the meeting, the employee shall be provided the opportunity to respond to the charges and to present any new information for consideration by the City.

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At some reasonable time, but no longer than thirty (30) calendar days, after the employee has been provided an opportunity to respond to the charges, the City shall issue a final notice of discipline. The notice shall notify the employee of his/her right of appeal.

21.10 Disciplinary Appeal Process

21.10.1 Employee's Right to Representation During Appeal Process

At any step in the disciplinary appeal procedure, the employee concerned may choose to represent himself/herself or may be represented by a union representative, and/or by legal counsel. The employee concerned shall be personally present at all stages of the disciplinary appeal process unless that employee specifically waives the right in writing.

21.10.2 Appeal Process (for discipline equal to or greater than 5-day suspension or reduction in pay)

Employees shall have the right to appeal from the final notice of discipline any final discipline imposed. The notice of appeal must be received within thirty (30) calendar days from the date of the final notice of discipline, or the right to proceed to the next appeal level under this MOU shall be forfeited and the discipline shall become final.

Hearing Officer Selection: The appeal shall be heard by an independent hearing officer. The hearing officer shall be selected from among a list of seven (7) names provided by the Federal Mediation and Conciliation Service, or from a similar body mutually agreed to between the parties. After a toss of a coin to decide which party shall strike first, the representative of the City and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains and such person shall act as the hearing officer. This procedure shall be followed until there isan available arbitrator.

Costs: The costs of the hearing officer shall be borne by the City. Either party may request that the hearing be transcribed, and the requesting party shall bear the expense or the transcript and court reporter's fees. If the transcript is jointly requested by both parties, both parties will share equally in the expense of the transcript and court reporter's fees.

Hearing Officer Authority: The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline. Within sixty days (60) of the close of the hearing, the hearing officer shall serve a decision on the parties. The Hearing Officer's decision shall be final and binding on all parties.

Waiver of Steps or Time Limits: Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived upon consent of all parties involved.

Section 22. Grievance Procedures

22.1 Purpose

The purpose of this procedure is an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time. When feasible, complaints and grievances

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will be handled during the regularly scheduled working hours of the parties involved.

22.~~21~~ Definitions

a. A grievance is a complaint of one (1) or more employees or a dispute between Teamsters and the City involving the application or enforcement of the express terms of this Agreement or any personnel rule or policy.

b. A grievant is one (1) or more employees or Teamsters who submits a grievance.

c. Grievances involving the payment of compensation may be filed at Step 3.

d. Disciplinary actions of an employee are not subject to the grievance procedure. Those matters are governed by the disciplinary procedures set forth in this Agreement.

~~A grievance is any dispute which involves an alleged violation, interpretation or application of any personnel rule, city policy, or provision of this MOU excluding, however, those provisions of this MOU which specifically relate to discipline.~~

~~22.2 Grievance Procedure~~

It is the City's intent to deal with and settle complaints and grievances informally and at the nearest practical organizational level and as promptly and fairly as possible. ~~Whenever feasible, complaints and grievances will be handled during the regularly scheduled working hours of the parties involved.~~

A grievance ~~shall be~~ is processed in the following manner:

22.2.1 Informal Grievance Procedure:

A grievance must be filed within thirty (30) calendar days of the knowledge of act(s) or omission(s) giving rise to the grievance. Failure to file the grievance within this time period ~~shall~~ results in denial of the grievance as null and void. Within thirty (30) ~~working days~~calendar days of the knowledge of the act(s) or omission(s) giving rise to the grievance, the grievant or the grievant's Union representative must discuss the grievance with ~~his/her~~ their immediate supervisor, who ~~shall~~ will investigate and attempt to resolve the matter. The supervisor ~~shall~~ will give the grievant a written reply within ten (10) ~~working days~~ calendar days after the discussion. If the grievant is not satisfied with the reply, he/she may proceed to the Formal Grievance Procedure.

22.2.2 Formal Grievance Procedure:

~~Level~~ Step 1 – Review:

Any grievance not resolved by the Informal Grievance Procedure, may be submitted in writing by the grievant to ~~his/her~~ their supervisor and Department Head, along with a copy to the Human Resources Director, no later than fifteen (15) ~~working days~~ calendar days after the date of the supervisor's written reply. A grievance may be submitted directly to the Human Resources Director or, if the grievance started at a level above the supervisor or Department Head, the grievance may be submitted at the higher level. The grievance ~~shall~~ must be in writing on a Union grievance form. ~~to ensure clear communication and assist in resolving the grievance~~. The written grievance must

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contain the following information:

1. Name of grievant and job title;
2. Department/Section in which grievant works;
3. The specific act or omission that gave rise to the alleged violation, ~~misinterpretation,~~ or misapplication and the date or dates of the alleged act or omission, if available;
4. The specific ~~City Policy, Personnel Rule, or provision of the Memorandum of Understanding~~ MOU provision, Policy or Personnel Rule alleged to have been violated~~, misinterpreted,~~ or misapplied;
5. A list of the documents, witnesses or other evidence that support the grievance;
6. Desired solution or remedy;
7. Signature of the grievant or representative and date signed.

Within ten (10) ~~working days~~ calendar days thereafter, the supervisor ~~shall~~ will schedule a meeting with the grievant or ~~his/her~~ their representative, to work at resolving the grievance. The supervisor ~~shall~~ will give the grievant a written reply within ten (10) ~~working days~~ calendar days after the meeting and ~~shall~~ will file a copy with the Human Resources Director. If the grievant is not satisfied with the response, ~~he/she~~ they may proceed to ~~Level~~ Step 2.

~~Level~~ Step 2 – Department Head Review:

Any grievance not resolved at Level 1 may be submitted to the Department Head no later than ten (10) ~~working days~~ calendar days after the date of the supervisor's written reply. The grievant ~~shall~~ will provide the Department Head with a copy of the Level 1 response. Within ten (10) ~~working days~~ calendar days of filing the formal grievance, the Department Head ~~shall~~ will schedule a meeting with the grievant or ~~his/her~~ their representative, to work at resolving the grievance. The Department Head ~~shall~~ will give the grievant a written reply within ten (10) ~~working days~~ calendar days after the meeting and ~~shall~~ will file a copy with the Human Resource Director. If the grievant is not satisfied with the response, ~~he/she~~ they may proceed to ~~Level~~ Step 3.

~~Level~~Step 3 – City Manager Review:

Any grievance not resolved at ~~Level~~ Step 2 may be submitted to the City Manager no later than ten (10) ~~working days~~ calendar days after the date of the Department Head's written reply. The grievant ~~shall~~ will provide the City Manager with a copy of the ~~Level~~ Step 1 and ~~Level~~ Step 2 responses. Within ten (10) ~~working days~~ calendar days after the receipt of the grievance and the ~~Level~~Step 1 and ~~Level~~ Step 2 responses, the City Manager or ~~personal~~ personnel representative, who is not the Department Director, ~~shall~~ will investigate the merits of the complaint, which may include meeting with the grievant or ~~his/her~~ their representative or conducting an informal hearing involving the parties to the dispute. At some reasonable time, but no longer than ten (10) calendar days after concluding ~~his/her~~ the investigation, the City Manager ~~shall~~ will issue a written decision to the grievant.

~~Level 4:~~

~~If the Union is not satisfied with the City Manager's response, it may request that the grievance be~~

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~~submitted to an Adjustment Board within thirty (30) days from receiving the response. The Board shall be comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meet and confer process. Such Adjustment Board shall be convened within 60 calendar days from the receipt of the request from the grievant.~~

~~The parties may mutually agree to proceed with a Board of Adjustment. The Board shall be comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meet and confer process. Such Adjustment Board shall convened within 60 calendar days from the receipt of the grievant.~~

~~Level 5~~Step 4 – Arbitration:

Any grievance not resolved at ~~Level~~ Step 3 may be submitted to an impartial arbitrator who ~~shall~~ will be designated by mutual agreement between the Union and the City Manager. Any grievant who seeks to appeal the City Manager's decision and submit the matter to arbitration must file a Notice of Appeal with the City Manager. The Notice of Appeal must be received within ten (10) calendar days after the date of the City Manager's written decision~~of the decision at the Board of Adjustment~~. In the event the parties are unable to ~~mutually~~ agree on the selection of an arbitrator, the arbitrator will be chosen by each party alternately striking one name at a time from the following list until only one name remains:

~~Walter Daugherty~~Paul Roose	John Kagel
David Weinberg	John LoRocco
Renee Mayne~~Frank Silver~~	

The ~~fees and expenses~~ costs of the ~~arbitrator~~ Arbitrator and ~~of a~~ Court Reporter ~~shall be~~ are shared equally by the Union and the City. ~~Each party, however, shall~~ The parties bear the cost of ~~its~~ their own presentation, including preparation and post hearing briefs, if any.

An Arbitrator's decision may not establish new terms of conditions of employment or alter any provisions of this Memorandum of Understanding or supplementary agreements made in connection with the MOU.

The Arbitrator's decision is final and binding.

Within ninety (90) days of the adoption of ~~this~~ each successor Agreement, the parties will meet to review and modify the list of arbitrators provided above. Any change ~~shall be~~ must be made by mutual agreement.

~~Decisions of an arbitrator on matters properly before him/her shall be final and binding on the parties hereto.~~

~~No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such~~

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~~dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 22.1.~~

22.2.3 Time Limits

Time limits under the Grievance Procedure may be waived by the mutual agreement of the parties. Failure by the grievant to ~~appeal his/her grievance to the next level within the~~ follow specified time limits ~~of this rule~~, unless so extended, ~~shall~~ constitutes a waiver of the right to pursue the grievance further~~, unless the City has granted an extension of time to a definite date~~. Failure ~~of~~ on the part of an employee or ~~his/her~~ their representative to appear for any scheduled meeting without notification may, in the City's discretion, result in the City's denial of the grievance.
~~Any of time limits contained in any subsection of this Section 22.2 may be waived by the mutual agreement of the parties.~~

~~22.3 Demotion, Suspension and Discharge Grievances~~

~~No grievance involving demotion, suspension or discharge of an employee will be entertained unless it is filed in writing with the City Manager within five (5) working days not including Saturdays, Sundays or Holidays, of the time the affected employee was notified of such action.~~

~~When the City Manager and Union, in pursuit of Section 22.2 (2) above, settle a grievance, that involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration and the employee is found to have been properly discharged, under the provisions of Section 22.2, such employee may not be ordered reinstated and no penalty may be assessed upon the employer. There shall be no cessation of work pending decision.~~

~~22.4 No Change to MOU~~

~~Proposals to add to or change this MOU, or written agreements or addenda supplementary hereto, shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.~~

22.~~3~~5 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager or designee. Only complaints that allege employees are not compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process, and if not detailed in the MOU that results from such a meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than 180 days from the date upon which the complaint was filed.

~~22.6 Mutual Agreement on Changes~~

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~~No changes or interpretations of the MOU (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.~~

22.~~47~~ No Strike

The Union, its members and representatives, agree that during the term of this MOU, ~~it and~~ they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or ~~fail to~~ perform customary duties. Neither the Union nor any of its representatives ~~shall~~ will engage in job actions for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect change of personnel or operations of management or of employees not covered by this MOU.

Section 23. City Rights

The City retains the exclusive rights, among others, in accordance with and subject to applicable laws, civil service and other regulations, and except as otherwise limited by the provisions of this MOU, including, but not limited to the following:

1) To direct employees.

2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications.

3) To dismiss employees because of lack of work or for ~~other~~ just ~~caus~~cause.

4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the City's Rules and Regulations.

5) To determine the mission of such employees, the budget, the organization, the number of employees and the methods and technology of performing their work.

6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of ~~emergence~~emergency.

7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this MOU.

The City agrees, to the extent required by Government Code Sections 3500, et. seq., to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or

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changing wages, hours and working conditions. The ~~Ci'ty's~~City's duty to meet and confer requires it to delay implementation of such management decisions for no more than 30 days from the date it notifies Union, in writing, of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the City to violate any provision of this MOU, and Union shall have the right to grieve any such violation as provided in Section 2

8) 2.

The Bargaining Unit acknowledges it is the ~~Ci'ty's~~City's right to administer and in conjunction with the Union to interpret application of this MOU.

Section 24. General Provisions

24.1 Safety

The City shall provide and maintain safe working conditions and the Union will cooperate to that end. Employees shall work in a safe manner.

No employee shall be required to work in an area where conditions exist that are unsafe or detrimental to health without adequate and proper protective clothing and/or equipment.

During inclement weather, the employer will arrange space indoors for lunch and breaks in order that employees may eat or rest in comfort.

The City shall continue to supply employees with all safety equipment required by the City and/or Cal-OSHA. All employees furnished such equipment shall use the equipment and their use shall only be for the purposes and uses specified under applicable safety rules and regulations.

24.2 Americans with Disabilities Act (ADA)

The City and the Union recognize that the City has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If the City contemplates actions to provide reasonable accommodation for an individual employee, in compliance with the ADA, but the actions are in potential conflict with any provision of this MOU, the Union will be advised of any such proposed accommodation prior to implementation by the City.

24.3 Modification in Certification Requirements

In the event the certifications requirements for the State of California for employees in the Water or Wastewater classifications are modified or the certification agency is changed, the City and the Union will meet and confer regarding the impact of such modifications.

Section 25. New Work

In the event the City introduces new work which the Union believes does not fall within any of the existing classifications, the City and the Union shall, upon written request, meet and confer with respect to the salary or other terms and conditions of such work.

Section 26. Sub-Contracting

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The City shall send copies of all cover sheets of agendas of City Council meetings, minutes of City Council meetings, and copies of proposed ordinances, resolutions, rules, and regulations that are in any way related to labor relations in the City proposed to be adopted by the City Council, to the Union office.

The City shall give advance written notice with respect to any written intentions and proposals, plans, to contract out, and/or put out for bid, work performed by workers represented by the Union.

Consistent with Section 23(8) of this agreement the City shall meet and confer concerning any bargaining issue raised in the notices described above.

There shall be no additional outsourcing/contracting out of bargaining unit work for the duration of the Agreement.

Section 27. Wastewater and Water Treatment Operators Cross Training Pay and Program

1) Operators who have obtained dual certification, have been trained at both plants according to the guidelines developed by the City and are willing and able to competently work at either plant shall be reclassified to Utility Operator. Participation in cross training is on a voluntary basis.

The City and Union agree to meet at least once a year or more often upon request of the Union to review the training and incentives program that encourage cross certification among Water Treatment Plant Operators and Wastewater Treatment Plant Operator
2) s.

The City agrees to provide cross training time and costs of training materials for Water Treatment Plant Operators and Wastewater Treatment Plant Operators. The City will continue to provide paid training opportunities for future employee
3) s.

Section 28. Retirement

28.1 PERS Contribution

Employees hired on or before December 16, 2010 shall pay, eight percent (8%) of salary employee contribution towards employee statutory share of CalPERS retirement.

Employees hired after December 16, 2010 and on or before December 31, 2012, under th[e] 2nd tier PERS retirement formula (2% @ 55), seven percent (7%) of salary employee contribution towards employee statutory share of CalPERS retirement.

Employees who receive the CalPERS retirement formula of 2% at 62 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.

28.2 PERS Formula

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Miscellaneous employees hired on or before December 16, 2010 shall receive the single highest year and 2.5% at 55 benefit formula provided through the Public Employees' Retirement System (PERS).

Miscellaneous employees hired on or after December 17, 2010 and on or before December 31, 2012 shall receive average of three (3) consecutive highest years and 2% at 55 benefit formula provided through the Public Employees' Retirement System (PERS).

Miscellaneous employees hired on or after January 1, 2013 and who qualify as "new employees" under the Public Employees' Pension Reform Act shall receive average of three (3) consecutive highest years and 2% at 62 benefit formula provided through the Public Employees' Retirement System (PERS).

Section 29. Total Agreement

This MOU constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this MOU has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

Section 30. Separability of Provisions

Should any section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

Section 31. Past Practices and Existing MOU

This MOU shall supersede any prior MOU rules or regulations or past practices in direct conflict with the provisions hereof.

Made and entered into this 5~~20~~th day of July 2023~~1~~.

GENERAL TEAMSTERS LOCAL NO. 439, IBT

DocuSigned by:

By:_____
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Gil Gomez, Business Representative

6/29/2023 | 12:02 PM PDT

CITY OF TRACY

By:_____

Midori Lichtwardt~~Michael Rogers~~, Interim City Manager

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Attachments:

Letters of Understanding -
Optimal/Flexible Staffing at the Water and Waste Water Treatment Plants
Shift and Leave Selection Rules for Wastewater and Water Treatment Plant Facilities
Flexible Staffing for Wastewater and Water Treatment Plant Facilities (2003)

Exhibit A – Benchmarks

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LETTER OF UNDERSTANDING
REGARDING OPTIMAL/FLEXIBLE STAFFING AT THE WASTEWATER TREATMENT PLANT AND WATER TREATMENT PLANT

BETWEEN THE CITY OF TRACY & GENERAL
TEAMSTERS LOCAL NO. 439, IBT

This agreement entered into this 26th day of **November, 2012**, constitutes a Letter of Understanding ("LOU") between the City of Tracy (the CITY) and the General Teamsters Local No. 439. IBT (the TEAMSTERS), regarding the modification of the June 19, 2012 LOU concerning "Classification and Compensation Review."

Subsequent to recent negotiations, the CITY and the TEAMSTERS concur that action is necessary to address the unique staffing needs at the Wastewater Treatment Plant and the Water Treatment Plant using existing classifications, including Operator-in-Training, Utility Operator, Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator. Additionally, the Parties agree that a purposeful retention strategy must be considered to allow optimal/flexible staffing at both plants.

I. Long-Term Strategy

The CITY and the TEAMSTERS agree to employ concerted efforts toward facilitating pathways to success for Wastewater Treatment Plant and Water Treatment Plant personnel.

1. The Parties agree to propose and develop an employee retention strategy for the Operator-in-Training, Utility Operator and Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator positions at the Wastewater Treatment Plant and the Water Treatment Plant that addresses:
    - Flexible staffing and staffing needs
    - Job skill diversity
    - Meeting certification requirements that encourage career progression and advancement among the Operator-in-Training, Utility Operator, Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator positions
2. Identify a mechanism to allow current Senior Wastewater Treatment Plant and Senior Water Treatment Plant personnel who elect to remain in their existing classifications, to do so (e.g. Grandfather Clause).

II. Interim Strategy

It is hereby understood that at the time of this LOU and concurrent to the development of a retention strategy, the Parties agree to:

1. Implement recruitment opportunities for positions at the Operator-in-Training level (*and others*) to address immediate staffing needs;
2. Rescind the clause in the LOU dated June 19, 2012 which directs the development and implementation of a separate and distinct Utility Operator classification series at the Wastewater Treatment Plant and Water Treatment Plant; and,
3. Meet periodically over the next six (6) months to collectively explore mutually agreed upon staff

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retention strategies.

It is understood that the CITY reserves the right to determine appropriate levels of staffing at the Wastewater Treatment Plant and Water Treatment Plant based on operational needs and fiscal considerations. s LOU constitutes the entire understanding between the Parties with regard to its contents. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties relating to the subject matter, which are not included in this LOU.

APPROVED AND ACCEPTED:

FOR THE CITY OF TRACY	**FOR THE GENERAL TEAMSTERS LOCAL No. 439, IBT**
By: /s/ R. Leon Churchill, Jr. R. Leon Churchill, Jr., City Manager	By: /s/ Edward P. Speckman Ed Speckman, Business Representative
Dated: 11/28/12	Dated: 11/26/12

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BETWEEN
THE CITY OF TRACY
AND
GENERAL TEAMSTERS LOCAL NO. 439

Shift and Leave Selection Rules Water and Wastewater Treatment Plants

The Utilities Division shall establish one seniority list inclusive of both the John Jones Water Treatment Plant and Wastewater Treatment Plant operators. All operators shall be placed on this seniority list in order of their hire date in full-time, continuous City employment Recognition of seniority shall govern and serve as a basis for determining leave selection, and other issues pertaining to seniority within the water plant and wastewater plant operator job class series. For annual plant shift assignments and cross-training assignments seniority shall be based on hire date in a classification assigned to the Water or Waste-Water Treatment Plants.

It is the intent of the Utilities Division to ultimately staff both the water and wastewater treatment plants with certified operators at the senior level who will perform the job duties as required by the City, under law by the State of California and other applicable governing agencies. It is the intent of the Utilities Division that employees hired at less than the senior level will be provided opportunities for career advancement in the operator job class series.

The Utilities Division and Union agree that each January all operators shall be allowed to select, by seniority as specified above, a shift assignment at the water plant or the wastewater plant for the that subject year. Those operators who are not cross-trained shall remain employed at the plant for which they were originally hired. An equal number of shifts will be reserved at each plant for those operators who possess certification to operate only one plant. The shift assignment shall commence approximately February 1st. The cross-trained operator shall remain stationed at the selected plant unless further cross-training is required in accordance with established practices and/or requirements to retain their certification. It is not the intent of this agreement to require cross- trained operators to work at a facility which they have not selected for extended periods, except in the event of unforeseen emergencies.

After the yearly plant selection, the Utilities Division will meet and confer with the Union and Flex- Staff Committee to determine cross-training selection for the subject year. The Utilities Division will prepare annual schedules for each plant and all cross-trained operators will be allowed to select, by seniority, the time period required of them to maintain their certification and skill level. The Utilities Division reserves the right to review and approve selections, and make changes if necessary.

After shift selection and cross-training selection, operators shall select, by seniority, their leave requests for the subject year.

The Utilities Division reserves the right to propose changes due to operational needs but the City and Union will continue to meet and confer in the event of future changes and develop additional options on an as needed basis.

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APPROVED AND ACCEPTED

Dated:____9/6/07_____

TEAMSTERS LOCAL 439 ASSOCIATION

By ___/s/ Phil Rushing_____

Phil Rushing, Business Representative

CITY OF TRACY

By /s/ Maria Olvera_____

Maria Olvera, Human Resource Director

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January 22, 2003

Mr. Phil Rushing Business
Representative
General Teamsters Local No. 439
PO Box 1611
Stockton, CA 95201

Re: Flexible Staffing for Wastewater and Water Treatment Plant Facilities

Dear Phil:

This side letter will confirm the continuation of the understanding reached between the City of Tracy and the General Teamsters regarding flexible staffing for the Wastewater and Water Treatment Plant facilities in accordance with the cross-training program. The original side letter was dated January 1, 2000.

1) OBJECTIVE: The city has established a flexible staffing program between the Water Treatment Plant and the Wastewater Treatment Plant. The benefit of the program has been to provide job skill diversity to the employees and a monetary incentive. The benefit to the City has been the ability to better meet the staffing needs of both plants.

2) CRITERIA FOR ELIGIBILITY TO RECEIVE IN-PLANT TRAINING: Preference will be given to Senior Water Treatment Operators or Senior Wastewater Treatment Operators. The employee must not be in any type of probationary status, and must not be undergoing any sort of disciplinary action.

Senior Water Treatment Plant Operators must have completed the appropriate Ken Kerri course(s) and passed the State Water Resources Control Board (SWRCB) Grade 2 or Grade 3 Wastewater Operator certification exam. The Operator must be in possession of a valid certificate or a valid Operator-In-Training (OIT) certificate issued in either grade.

Senior Wastewater Treatment Plant Operators must have completed the appropriate Ken Kerri course(s) and obtained a State of California, Department of Health Services (DOHS) Grade 2 Water Treatment Operator certificate.

3) CRITERIA FOR RECEIVING INCENTIVE PAY: The employee must have completed the appropriate in-plant training and be willing and able to competently work and operate either plant as scheduled.

The Senior Water Treatment Plant Operators shall receive five percent (5%) incentive pay when they have obtained the SWRCB Grade 3 OIT certification, successfully completed six (6) months of in-plant training enabling them to competently operate the wastewater treatment plant on an assigned shift and agree to be flexibly staffed.

An additional five percent (5%) incentive pay will be received when operators have obtained the SWRCB Grade

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3 certification, successfully completed in-plant training enabling them to operate the wastewater treatment plant on an assigned shift and agree to be flexibly staffed.

Senior Wastewater Treatment Plant Operators shall receive five percent (5%) incentive pay when they have obtained the DOHS Grade 2 Water Treatment Plant Operator certificate, and successfully completed sic (6) months of in-plant training and agree to operate the water plant as regulations permit.

An additional five percent (5%) incentive pay will be received when an Operator has obtained the DOHS Grade 3 Water Treatment Plant Operator certificate, successfully completed in-plant training enabling them to operate the water treatment plant on an assigned shift and agree to be flexibly staffed. The Grade 3 certification is required in order to perform the full duties of the position at any time of the year.

Each operator receiving in-plant training shall be evaluated at three (3) months and at six (6) months. A satisfactory six (6) month evaluation will make the operator eligible for five percent (5%) incentive pay.

FOR THE CITY	FOR GENERAL TEAMSTERS
/s/ Julie Yuan-Miu	/s/ Phil Rushing
Date: 3/11/03	Date: 3/5/03

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EXHIBIT A. BENCHMARKS

Animal Services Officer II
Animal Services Aide

Animal Services Officer I
Community Services Officer
Crime Prevention Specialist

Building Inspector II
Building Inspector I

Assistant Planner
Junior Planner
Code Enforcement Officer
Plan Examiner I & II

Public Safety Dispatcher II
Public Safety Dispatcher I
Senior Public Safety Dispatcher

Crime Scene Technician

Property and Evidence Technician

Construction Inspector II
Construction Inspector I

Electrician
Utility Mechanic I & II
Senior Electrician (Not Currently Allocated)
Instrument Technician

Engineering Technician II
Engineering Technician I
Junior Engineer

Equipment Mechanic II
Equipment Mechanic I
Senior Equipment Mechanic

Laboratory Technician II
Environmental Compliance Officer
Environmental Compliance Technician
Laboratory Technician I

Maintenance Worker II

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Maintenance Worker I
Meter Reader
Senior Maintenance Worker

Building Maintenance Worker I & II
Senior Building Maintenance Worker
Utilities Worker I & II
Senior Utilities Worker

Wastewater Treatment Plant Operator III
Wastewater Treatment Plant Operator I & II
Water Treatment Plant Operator I & II & III
Utility Operator

The parties agree that within ninety (90) days of ratification of the Memorandum of Understanding (MOU), the parties will meet to discuss the process for conducting the total compensation study prior to the commencement of bargaining a successor MOU. The agreement will be memorialized in a side letter agreement to the current MOU. Topics to be discussed shall include, but not limited to:

1. Identification of benchmark classifications;
2. Purpose of benchmarks classifications in the total compensation study;
3. Comparator agencies
4. Classifications with less than 4 comparable positions in comparable agencies
5. Procedure to resolve disputes regarding comparable classifications and results of the total compensation study; and
6. Timing of the total compensation study.

The parties will endeavor to complete this process within one (1) year of the ratification of the MOU.

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ATTACHMENT B

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

CITY OF TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION (TTSSEA)

July 1, 2023~~1~~ – June 30, 2025~~3~~

DRAFT

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.cityoftracy.org

CITY OF TRACY TECHNICAL AND SUPPORT SERVICES
EMPLOYEE ASSOCIATION (TTSSEA)
July 1, 2023~~1~~ through June 30, 2025~~3~~

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CITY OF TRACY
TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION (TTSSEA)
MEMORANDUM OF UNDERSTANDING
July 1, 20231 – June 30, 20253

Section 1. ~~Purpose and Intent~~Preamble

~~Employees covered under this Plan are non-exempt from the Fair Labor Standards Act (FLSA) and are covered by the authority of the Personnel Rules & Regulations and Classification Plan.~~

This Memorandum of Understanding~~, hereinafter referred to as "~~ (The Agreement)~~," is~~ was entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et. seq.) and ~~has been~~ was jointly prepared by the parties.

This Agreement shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 20231 through June 30, 20253.

A. Association Recognition

Tracy Technicial Support Services Employees' Association (TTSSEA) is recognized as the sole and exclusive representative as provided in the City's Employer-Employee Relations Resolution for employees assigned to the classifications set forth in Appendix A.

~~A.~~B. City Recognition

The City Manager or designee~~, where the authority has been delegated by the City Manager, the City Manager's representative~~ is the representative of the City of Tracy~~., hereinafter referred to as the "City".~~

~~B.~~C. No Discrimination

The City agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, marital status, sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, genetic information, sexual orientation, physical disability or mental disability, military or veteran status which does not prevent an employee from meeting the minimum standards established.

~~**Section 2. Unit Membership**~~

~~Employees covered by the Plan are in the following positions and classifications:~~

~~Account Clerk~~
~~Accounting Technician~~
~~Administrative Assistant~~
~~Administrative Technician~~

~~Airport Coordinator~~
~~Box Office Assistant~~
~~Box Office Coordinator~~
~~Building Permit Technician I~~
~~Building Permit Techician II~~
~~Crime Analyst~~
~~Cultural Arts Program Coodinator~~
~~Cultural Arts Technicial Coordinator~~
~~Deputy City Clerk~~
~~Executive Assistant~~
~~Information System Technician I~~
~~Information System Technician II~~
~~Media Services Coordinator~~
~~Police Records Assistant I~~
~~Police Records Assistant II~~
~~Senior Police Records Assistant~~
~~Police Support Services Technician~~
~~Receptionist~~
~~Recreation Program Coordinator~~
~~Senior Account Clerk~~
~~Senior Accounting Technician~~
~~Senior Information Systems Technician~~
~~Transit Coordinator~~

Section ~~23~~. Association Dues

Upon certification from the Association that an employee has signed an authorization for the deduction of dues, the City will make payroll deductions in an amount to be determined by the Association and communicated to the City. The City will promptly remit deductions to the Association with a list of dues-paying members. The City will transmit payment to the Association through Electronic Funds Transfers (EFT). Employee requests to cancel membership dues deductions must be directed to the Association. Upon notification from the Association that an employee has cancelled membership dues, the City will cease dues deductions from the employee's paycheck the pay period following notification. The City may only request a copy of a dues authorization in case of a dispute. The Association will hold the City harmless from any and all claims and will indemnify it against any unreasonable costs in implementing this provision and must indemnify the City for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code § 1157.12(a).

~~The Association shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with the procedures required by law and set forth herein.~~

~~To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Association dues deductions from employee salaries or wages. In making such authorized dues deductions, the City shall rely on written certification from the Association confirming that the Association has and will maintain authorizations signed by each individual employee from whose salary or wages the deduction is to be made and that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150 1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Association shall not be required to provide a copy of individual~~

~~authorizations to the City unless a dispute arises about the existence or terms of the authorization.~~

~~The City shall direct employee requests to cancel or change dues deductions to the Association. To the extent required by law, the City will rely on information provided by the Association in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Association that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.~~

~~The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When an employee, in good standing in the Association, is in a non-pay status, for the full pay period when their dues would normally be withheld, no dues deduction will be made to cover that withholding from the current or future earnings; nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.~~

~~Dues withheld by the City based on the provisions of this Section shall be transmitted monthly to the party designated in writing by the Association as the party authorized to receive the funds, at the address specified.~~

~~The Association shall indemnify, defend, and hold the City harmless against any claims made and/or any suit instituted against the City, which may arise as a result of the application of this Section, including but not limited to Association dues deductions or changes to such dues deductions. Any amounts paid in error shall be adjusted in subsequent payment.~~

Section 34. Association ~~Representatives~~Representation

A. Attendance of Meetings by Employees

~~Any employee who is directed to attend a meeting, at which one of the issues is the proposed discipline of said employee,~~ Employees ~~shall be~~ are entitled to ~~a~~ one (1) representative ~~at such~~ to attend a meeting addressing the employee's proposed discipline.~~; provided, however, such representation shall include no more than one representative in addition to the employee being disciplined.~~ The City ~~agrees to~~ provides the ~~Association's~~ representative reasonable release time to prepare for grievance or discipline meetings with the City. ~~The limitation of t~~This Section ~~shall apply~~applies to employees on paid release time and not to Association staff or witnesses who may be necessary for the meeting.

B. Access to Work Locations

Reasonable access to employee work locations shall be granted to Association officers and their ~~officially designated~~ representatives, to contact employees~~for the purpose of contacting employees~~ concerning business within the scope of representation. ~~Such employees~~ Employees, officers, or representative ~~shall~~ may not enter any work location without the consent of the Department Director. Access ~~shall be~~ is restricted ~~as not~~ to not interfere with the normal operations of the department or with established security requirements.

C. Bargaining Unit Member Contact Information

~~Subject to the exclusions provided in Government Code Section 6254.3(c), in compliance with Government Code Sections 3555-3559 (Assembly Bill 119) t~~The City ~~shall~~ provides the ~~exclusive representative for the Tracy Technical~~

~~Support Services Employee Association (~~TTSSEA~~)~~ with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City of Tracy for all employees within the Association once every 120 days and a list of new hires within thirty (30) days of hire date. ~~In addition, a report of all TTSSEA hires will be provided to the Association within 30 days of the hire date. Finally, i~~In January of each year, the City will also provide a list of all employee orientation dates for the calendar year. ~~The information shall include the following information except for any information subject to exclusion pursuant to.~~

D. Union Access to New Employee Orientation

The City will provide the Association President not less than ten (10) days' notice of the onboarding orientation meeting (if any) held between Human Resources Department representatives and new ~~bargaining unit~~ employees. If a ~~bargaining unit member's~~n employee's first day of work begins less than ten (10) days after the date the final offer of employment is accepted, the 10-day notice requirement may be reduced, and the City will instead provide as much advance notice as reasonably possible of the orientation meeting.

The City will allow an Association ~~unit member~~ representative and/or a non-employee Association labor representative to spend fifteen (15) minutes with the new ~~unit member~~ employee at the end of the onboarding orientation meeting in order to provide information about the MOU and related matters.

E. Advance Notice

Except in emergency cases, the City will give the Association reasonable advance written notice of any proposed ordinance, resolution, rule or regulation directly relating to matters within the scope of representation. The Association ~~shall be given the opportunity to meet with management representatives prior to adoption.~~has fifteen (15) days to request a meet and confer.

F. Release Time for Representation

Up to ~~four~~five ~~(4)~~(5) Association representatives ~~shall~~ will be released from duty, without loss of compensation or benefits, to participate in meet and confer sessions with the City.

G. Use of City Facilities and Equipment

The Association may, with the prior approval of the City Manager or ~~the City Manager's~~ designee, use the City facilities during non-work hours for meetings of City employees, provided space is available.

The use of City equipment normally used in the conduct of business meetings, such as desks, chairs and blackboards, will be made available to the Association.

Section 5. Hours of Work

A. Work Week

Unless otherwise designated by the Department Head, the work week for ~~TTSSEA~~ employees on a 5/8 schedule (eight hours a day for five days) or a 4/10 schedule (10 hours a day for four days) ~~shall be~~ is from Sunday at 12:00 AM through the following Saturday at 11:59 PM.~~;~~ ~~for City~~ The work week for employees on a 9/80 schedule (nine hours Monday through Thursday, eight hours alternate Friday, and alternate Fridays closed) ~~shall be~~ begins and ends~~Friday~~ halfway ~~through the work day through the following Friday halfway through the work~~

~~day~~between the 8 hour workday every other Friday. ~~These designated workweeks may be changed only as a result of major changes in operations, payroll procedures or as otherwise necessary in order to deliver services as efficiently and economically as possible.~~

B. Overtime ~~and Compensatory Time~~

Overtime is defined as hours worked in excess of forty (40) hours per workweek or excess of the employee's regular work shift recorded in 15 minute increments with prior approval of the Department Head or designee. Employees receive compensatory time off (CTO) or overtime pay for overtime worked. Overtime is compensated at the rate of one and a half (1.5) times the regular rate of pay.

~~Employees are non-exempt from the provisions of the Fair Labor Standards Act (FLSA) with regard to compensation for overtime worked. With the approval of their supervisor and the Department Head, the employee will earn overtime or compensatory time for additional hours worked as assigned (recorded in 15-minute increments). Compensatory time accrual shall not exceed 120 hours. Employees shall receive pay for overtime hours worked in excess of the 120 hour compensatory time maximum accrual.~~

~~Overtime is defined as hours worked in excess of the employee's regular work shift that has the prior approval of the Department Head or designee.~~

~~Accrued Compensatory Time shall be paid to an employee once per year on the second paycheck in the month of December and at termination. In addition, accrued compensatory time may be cashed out once per calendar year upon request of the employee.~~

C. Compensatory Time Off

Employees may accrue CTO to a maximum of one hundred and twenty (120) hours.

Employees may cash out CTO at any time during the year; any remaining CTO is paid to the employee annually on the last regular paycheck in the month of December or at separation.

~~C.~~D. Pay Days

Employees shall be paid ~~bi-weekly~~twice monthly. Routine paychecks shall be for the purpose of compensating for regular and overtime hours. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

~~All exceptions to pay, such as overtime, vacation, and sick leave usage, shall be processed and paid or reported on the subsequent paycheck.~~

~~During the term of this agreement, the City may change the pay dates to 26 pay periods a year after meeting with the Union regarding the impact of the decision and the implementation dates for such change.~~

~~D.~~E. Probationary Period

Any person appointed to a position in the Competitive Service, ~~shall be~~ is placed on probation for a period of six (6) months unless otherwise specified in a Council approved resolution. The probationary period for all promoted employees ~~shall be~~ is six (6) months. With the approval of the Human Resources Director and upon written notice to the probationer, the probationary period may be extended up to six (6) months for those on a six-month probation period. The Department Head has discretion to extend the probationary period for the

same period as a leave of absence taken during the probationary period. The probationary period ~~shall be~~ is considered a part of the recruitment, examination and selection process and ~~shall~~ does not include the time served under any limited service or provisional appointment, but ~~shall date~~ runs from the time of appointment to a regular position after certification. ~~The Department head may extend the probationary period for the same period if a leave of absence occurs during the probationary period.~~ During the probation period, the employee may be rejected by the Department Head in consultation with the Human Resources Director at any time without cause and without right of appeal or hearing.

Section 6. Compensation

~~A. One-Time Payments~~

~~Effective the beginning of the first full pay period following ratification of this agreement by TTSSEA and adoption by the City Council, employees who are employed by the City at the time of ratification and adoption of this agreement shall receive a one-time, lump sum, non-PERSable payment of $1,470.00.~~

~~B.~~A. Salary ~~Ranges~~

Effective the first full pay period following adoption by the City Council or the first full pay period after July 1, 2023, whichever is later, all classifications will receive a three and half percent (3.5%) salary increase.

Effective the first full pay period after July 1, 2024, all classifications will receive an additional three and half percent (3.5%) salary increase.

B. Me-Too Clause

The City is providing TTSSEA a me-too clause for general salary increases (Cost of Living Adjustments) for other represented untis on a prospective basis. This provision expires on June 30, 2025. This does not apply to classification specific equity adjustments or to unit specific proposals equal to 1%.

Term: 24 months

~~Effective the first full pay period in July 2021, or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 3%.~~

~~Effective the first full pay period in July 2022, salary ranges for classifications in this unit shall be increased by 3%.~~

The Salary Schedule consists of ~~salary ranges for the classifications identified in Section 2 have~~ five (5) steps, with five percent (5%) ~~separation~~ increase per step between ~~each~~ steps. ~~Step~~ (A) ~~is the minimum and Step~~ through (E). ~~is the maximum of the range.~~ The Salary Schedule represents the base rate of pay for each classification.

All rates of pay set forth in this Section represent the standard rate of pay for full- time employment for each classification. Employees occupying a position in a classification covered by this Plan shall be paid at a base salary within the range established for the position's classification.

C. Temporary Upgrade Pay ~~Out-of-Class Pay~~

~~When a TTSSEA e~~Employee~~s is~~ assigned~~,~~ by the appropriate supervisor, to fill a higher classification vacany, in an acting capacity, receive a minimum of six percent (6%) increase to their base rate of pay but no less than Step A and no more than Step E of the higher classification.~~out of class work for a period of eight or more consecutive hours, the employee is entitled to out of class pay from the first hour of such work. Pay for out of class work shall be computed at the rate of Step A of the appropriate higher class position, provided that the differential in pay is at least six percent (6%) greater than the employee's regular pay rate.~~

The City provides out-of-class pay as set forth in the City's Administrative Policies and Procedure.~~Intermittent or occasional performance of duties of a higher classification is not sufficient to qualify for higher pay. Further details relating to the payment of out-of-class pay are contained in the City's Administrative Policies and Procedure Section O: Out-of-Class Pay.~~

Section 7. Leave

A. Definition

Leave will be granted as provided for in the Personnel Rules. Leave may be used during the first six (6) months of service with supervisory approval and in accordance with City Administrative Policies and Procedures.

B. ~~Paid~~Observed Holidays

1) ~~All holidays~~The City observes holidays proclaimed by the Governor of the State of California or the President of the United States ~~shall be granted as holidays~~that are approved by the City Council.

2) Regular full-time employees ~~shall be entitled to observe all authorized holidays at full pay, not to exceed~~receive eight (8) hours ~~for any one day~~of pay per holiday.

The following are authorized holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
~~Floating Holidays (2)~~	

C. Floating Holidays

Employees accrue sixteen (16) hours of vacation in-lieu of floating holidays annually on the first pay period in January. ~~leave per calendar year shall be granted to employees.~~

D. Maximum Accrual of Leave

~~The~~ Employees may accrue a maximum of four hundred (400) hours of vacation leave.~~accrual for employees for vacation and floating holidays shall not exceed a total of 400 hours.~~

E. Leave Buy-Back

By November 1 of each year, beginning in 2024, an employee may make an irrevocable election to cash out vacation that will accrue in the next calendar year prior to December. The employee can elect to receive~~Employees are allowed an optional buy-back of accumulated leave. They may, twice in a calendar year, buy-back~~ up to fifty percent (50%) of the cash-out on the second pay period in July, and the remainder on the first pay period in December, or an alertnative date due to hardship when the requested time has been accrued with approval by the Director Human Resources.~~accumulated leave, but not more than the equivalent of one year's earning rate for vacation and floating holidays. The hourly rate is the annual salary divided by 2080 hours of work.~~

F. Vacation ~~Leave~~

1) Vacation Accrual

~~Each full-time e~~Employees ~~shall~~ accrue vacation based upon ~~prorated per pay period at the following rate for~~ continuous months of service ~~performed in a paid status~~per pay period as follows:

Months Continuous Employment	Accrued Hours
0 to 59	3.69
60 to 119	5.23
120 to 179	6.76
180+	7.38

~~0 through 5 years of service: 96 hours per year of vacation~~
~~6 through 10 years of service: 136 hours per year of vacation~~
~~11 through 15 years of service: 176 hours per year of vacation~~
~~16 or more years of service: 192 hours per year of vacation~~

2) Vacation Accumulation

The maximum accrual ~~for TTSSEA employees~~ for vacation ~~and floating holidays shall~~ will not exceed a total of four hundred (400) hours.

3) Vacation Pay Upon Termination

Upon ~~separation~~termination, employees ~~shall~~ will be paid for all accrued vacation ~~earned, but not taken, up to the maximum accrual permitted.~~ at their straight-time rate of pay.

G. Sick Leave

1) Sick Leave Accrual

Employees ~~shall be eligible to~~ accrue three point six nine (3.69) hours of sick leave prorated per pay

period. ~~at the following rates:~~

~~Ninety-six (96) hours per year while in a paid status during the first 20 years of employment.~~

~~For e~~Employees hired prior to January 1, 1987, ~~a~~crrue seven point three eight (7.38) hours of sick leave per pay period.~~one hundred ninety-two (192) hours per year while in a paid status beginning the 21st year of employment and thereafter~~.

Sick leave accrues without limit. ~~Unlimited accrual of sick leave is allowed.~~ Employees may take unlimited days of accrued sick leave for family sick leave.

2) Approval

~~Sick leave may be requested and used as approved by the Department Director. Approved sick leave shall be paid until the employee's accumulated total of sick leave hours has been exhausted. At that time, the employee shall receive no further pay for sick leave.~~

An employee requesting sick leave should exercise reasonable diligence in notifying the on-duty supervisor prior to the time set for reporting to work. Failure to make reasonable efforts to notify the on-duty supervisor for the use of sick leave, prior to the commencement of the shift for which leave is requested, may result in loss of the sick leave privilege for the subject shift.

3) Usage

Sick leave may be requested only in cases of actual personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family.

4) Health Care Provider's~~Doctor's~~ Certificate

The City has a legitimate concern in preventing abuse of sick leave use. If the City has a reason to believe that sick leave is being abused, it may request that an absence be verified. The City's right to verify an absence includes ~~the right to~~ requir~~ing~~ a health care provider's~~doctor's~~ excuse at any time. The City may prescribe forms to be used for ~~said~~ verification of sick leave.

The Department Director may require a written statement from a~~n attending physician or dentist~~ health care provider that an employee is capable and released to return to performance of all duties of their position.

5) Catastrophic Leave Program

Members of the Association shall be covered by, and eligible to participate in, the City's Catastrophic Leave Program. The Program is described in detail in Personnel Rule 17, Section 17.8.

6) Retiree Medical Sick Leave Conversion Reopener

The parties agree to continue negotiating up to and including the impasse procedures over the sick leave

conversion at retirement with the goal to replace it with a pre-funded retiree medical retirement system. This provision expires on June 30, 2025.

~~6)~~7) Sick Leave Conversion at Retirement

Upon retirement, employees may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank ~~shall be~~ is determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and their dependents ~~shall be~~ are entitled to continued group health insurance coverage, dental and/or vision coverage in effect at the time, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted in conjunction with COBRA provisions. Thereafter, the employee and their dependents may continue to participate in the City's group health, dental and/or vision plans provided the City receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

Subject to approval by the City, retirees may elect to utilize funds in their medical insurance bank to purchase alternate medical coverage.

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility ~~shall~~ apply to the employee and their dependents.

~~7) Limited Reopener Regarding Establishment of Section 115 Trust Fund and Sick Leave Conversion at Retirement~~

~~The City agrees to reopen negotiations on the limited topic of establishing an IRS Section 115 Trust Fund ("Trust Fund") and amending sick leave conversion at retirement. (See MOU section 7(G)(6).) During the first year of the MOU, the City will analyze the options available with regards to establishing a Trust Fund. During the second year of the MOU, upon the City's request, TTSSEA agrees to meet and confer in good faith with the City regarding: (1) The implementation of a Trust Fund; and (2) Reducing the amount of sick leave that an employee can convert at retirement pursuant to Section 7(G)(6) of this MOU; however, the City agrees that any reduction to the amount of sick leave an employee may convert upon retirement shall apply on a prospective basis only. The City agrees that it will not implement nor unilaterally impose a Trust Fund without obtaining TTSSEA's mutual agreement.~~

H. Bereavement Leave

In the event of a death in the immediate family of an employee, ~~the~~an employee may use up to forty (40) hours of paid bereavement leave. ~~shall be allowed to take paid bereavement leave not to exceed five (5) workdays within two (2) weeks of the date of death of the family member~~. ~~T~~if the employee needs additional time, the employee may~~,~~use vacation leave with the approval of the~~ir~~ Department Head or designee;~~'s permission, use vacation leave if additional leave is required. Such permission shall not be~~ additional leave will not unreasonably be denied~~refused~~. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined as: parents, step-parents, parents- in-law, spouse or domestic partner, child, step-child, son/daughter-in-law, brother, sister, brother/sister- in-law, step-sibling, grandparents, grandchildren, legal guardian or a person who is at least fifty percent (50%) dependent on an employee.

~~In special cases, with the approval of the Department Head, the Human Resource Director, may grant a bereavement leave in other circumstances.~~

~~I. Military Leave~~

~~1) Military leave shall be granted in accordance with provisions of State and Federal laws. All employees entitled to military leave shall give the Department Head an opportunity, within the limits of military regulations, to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the City for not less than one year shall be entitled to receive City salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.~~

~~2) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full salary and benefits, including within-class-pay step increases as would have been received had the employee remained for that period of time in active service with the City. Application to the City must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after reinstatement.~~

~~3) A person employed by the City to fill a position made vacant by an employee on military leave of absence, shall hold the position, subject to being laid off upon reinstatement of said employee to their former position. An employee promoted to fill a position made vacant by an employee on military leave, shall hold such position, subject to being reinstated to their former position upon return of the employee.~~

~~J. Family and Medical Leave Act (FMLA)/ California Family Rights Act (CFRA)/ Pregnancy Disability Leave (PDL)~~

~~The parties acknowledge the applicability of the Family and Medical Leave Act, California Family Rights Act and Pregnancy Disability Leave and intend to apply and implement this Agreement so as to comply with the federal and state laws and regulations.~~

~~K.~~I. ~~Jury Duty~~Court Pay

~~All e~~Employees will receive full pay when ~~shall be entitled to leaves of absence for a reasonable time necessary to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve~~reporting for or serving on a jury~~., or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such leaves of absence shall be granted, with pay, up to the amount of the difference of the employee's regular earnings and any amount they receive for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee.~~

~~Such leaves of absence shall not be charged against the employee's sick leave or vacation leave.~~

~~L. Voting Leave~~

~~Employees shall be granted sufficient time to vote without loss of compensation, up to a maximum of two (2) hours in accordance with the City's Voting Time Off Policy, during municipal, primary, and general elections.~~

Section 8. Benefits

A. CalPERS Retirement

1) CalPERS Formula

Miscellaneous employees hired on or before December 16, 2010 shall receive the single highest year and 2.5% at 55 benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous employees hired on or after December 17, 2010 and on or before December 31, 2012 shall receive average of three (3) consecutive highest years and 2% at 55 benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous employees hired on or after January 1, 2013 and who qualify as "new employees' under the Public Employees' Pension Reform Act shall receive average of three (3) consecutive highest years and 2% at 62 benefits formula provided through the Public Employees' Retirement System (PERS)

2) Payment of CalPERS Retirement Benefit

The City agrees to continue to pay the employer contribution for the City's CalPERS retirement benefit.

Employees hired on or before December 16, 2010 and under the first tier CalPERS retirement formula (2.5% at 55) shall pay the 8% of employee salary contribution towards employee statutory share of CalPERS retirement during the term of this agreement.

Employees hired after December 16, 2010 and on or before December 31, 2012 under 2nd tier CalPERS retirement formula (2% at 55) shall pay the 7% employee salary contribution towards employee statutory share of CalPERS retirement during the term of this agreement.

Employees who receive the CalPERS retirement formula of 2% at 62 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.

Employee payments of the employee portion of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

B. ~~Conversion of Short Term Disability Insurance (STD) to~~ State Disability Insurance (SDI)

Employees are enrolled in State Disability Insurance (SDI) and pay the premium as determined by the state.

State Disability Insurance payments are available to employees who cannot work because of sickness or injury not job related. SDI payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain payments from SDI and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave is available; the employees will continue to receive normal paycheks. Payments received from the state shall be turned in to the City. When such checks are received by the City, a portion of the employee's next paycheck, equal to the amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the

paycheck.

In no case may an employee receive more income than the amount of their normal pay. Employees must turn in checks received from the insurance carrier for the City, unless the employee elected in writing, at the time of disability, of the employee's choice not to receive paid leave.

Additionally, employees may be eligible to receive Paid Family Leave in accordance with State Law and City Policy. In such cases, the PFL will be integrated with pay in the same fashion as State Disabiity Insurance.

~~During negotiations of this agreement, the City and TTSSEA met and conferred as to whether the City will elect SDI coverage for unit members and the applicable terms and conditions thereof. Following ratification of this agreement by TTSSEA and adoption by the City Council, the City agrees to file an application for elective coverage within reasonable time, pursuant to procedures established by the state of California. TTSSEA recognizes that the process is controlled by the state and, if for any reason such an application is rejected, the City will meet and confer with TTSSEA for the limited purposes of correcting any deficiencies and the re-filing of the application.~~

~~SDI is a deduction from employees' wages whereby employers withhold a percentage (rate for 2021 is 1.2%) of the taxable wages, up to a set wage limit (the current wage limit for 2021 is $128,298) in a calendar year. The wage limit and the tax rate are set by the California State Legislature on an annual basis. Such SDI coverage is the sole economic responsibility of the employee, and the City shall not contribute toward the expense of that coverage. SDI deductions will be implemented as soon as administratively possible. In the event the Association wishes to discontinue this benefit in the future, the Association must notify the City in writing that a majority of its membership wishes to discontinue participation in the program. The parties will then meet to discuss how such discontinuation may occur.~~

~~Per California's Employment Development Department requirements, SDI tax deductions start on the first day of the pay period following the beginning of a quarter (January 1, April 1, July 1, or October 1). SDI payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain SDI payments and receive no supplemental income (paid leave) from the City. In no case may an employee receive more income than the amount of their normal pay.~~

~~The parties agree that once TTSSEA members are covered by SDI, they will be unenrolled from the City's Short Term Disability Insurance (STD). Until STD coverage is discontinued, the City shall continue to deduct .83% of the employee's earnings, prior to applying taxes, each pay period to pay the premiums for STD.~~

C. Workers' Compensation

An employee receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Three (3) consecutive calendar days following the last day worked constitutes a waiting period before Workers' Compensation starts. The time the employee is scheduled to work during this waiting period will not be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation, the employee must be under the care of a physician and it has been deemed a compensable injury/illness by our Third Party Workers' Compensation Administrator.. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds 14 days.

Temporary disability payments under Workers' Compensation Laws will be integrated with the employee's

accumulated sick leave and vacation leave. In such circumstances, the employee shall be paid the difference between the disability payments and their full salary. Payments from the insurance carrier for disability arising out of, and in the course of employment, shall be paid to the employee and forwarded to the City. The amount of such payment or payments shall be deducted from the monies that the employee would otherwise receive from the City.

Payments from the insurance carrier plus the monies paid to the employee by the City shall be equivalent to the employee's regular full pay. In no case may an employee receive more income than the amount of their normal pay. Employees must turn in checks received from the insurance carrier to the City.

D. Education Expense Reimbursement

Upon Department Director approval, ~~A~~an employee who completes a course of study and receives a grade of "C" or better may be reimbursed for books, supplies, and tuition up to a maximum of $2,500 dollars per fiscal year, for courses taken at an accredited public college or university in California, or for the California tuition equivalent for courses that must be taken at colleges or universities outside of the California public education system. ~~The employee must obtain pre-approval for the course from the Department Director.~~

~~Mileage reimbursement shall only be provided for those courses the City directs the employee to attend.~~

E. Insurance

1) Medical

The City ~~shall~~ offers medical insurance coverage for full-time employees and their eligible dependents. ~~through the existing providers.~~

2) Dental

The City ~~shall~~ offers dental insurance coverage for full-time employees and their eligible dependents. ~~through the existing providers.~~

3) Vision

The City ~~shall~~ offers vision care benefits for full-time employees and their eligible dependents. ~~through the existing providers.~~

4) Life Insurance

Employees shall receive City-paid life insurance coverage in the amount of 100% of the employee's annual salary up to $50,000.

Additional life insurance is available at the employee's expense, at an age-based rate for the employee, spouse, and child(ren).
~~Supplemental life insurance may be purchased, at the same premium rate, at the employees own expense up to an additional $25,000 dollars or up to the employee's annual salary, whichever is less.~~

5) Cafeteria Plan

a) City Contribution

The City ~~shall~~ maintains an account for each full-time employee in regular or probationary status within the City's C~~c~~afeteria P~~p~~lan. The City contributes up to $3,033.63 into the employee's cafeteria plan for the purchase of Medical, Dental, and Vision insurance. The cafeteria plan is increased annually by 75% of the average dollar increase of the family HMO plan premiums. The City ~~shall~~ makes monthly payments of no more than the ~~annual maximum amount for the~~ employee's benefit level, either family, employee plus one, or employee only, to each employee's account.

~~b) Cash Out Options~~Medical In-Lieu

Employees hired before July 1, 2007, who opt out of medical, dental, and vision insurance receive four hundred and sixty dollars ($460) per pay period.~~For employees hired before July 1, 2007, the maximum cash payment shall be set at $996 dollars per month for employees who do not elect a medical, dental, and/or vision plan. For employees hired after July 1, 2007, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).~~

~~c) Future Contributions~~

~~If premiums increase in the plans to which City employees subscribe effective January 1, 2019, and each January thereafter during the term of this Memorandum of Understanding the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.~~

~~For employees who elect employee only or employee plus one coverage, any City increase to the Employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.~~

~~In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.~~

~~d)~~b) Approved Account Uses

The Cafeteria Plan may~~The monies in an employee's account shall~~ be used for one or more of~~—~~ the following purposes only: (1) payment of medical premiums that the employee is enrolled, (2) payment of dental premiums that the employee is enrolled, and/or (3) payment of vision premiums that the employee is enrolled.~~1) payment of premium charges for the medical insurance programs in which the employee is enrolled, 2) payment of premium charges for the dental insurance programs which the employee is enrolled, and/or 3) payment of premium charges for vision insurance program which the employee is enrolled. The City also independently funds life insurance premiums through each employee's account.~~

~~Each e~~Employee ~~shall~~ must provide ~~the Personnel Officer or~~ Human Resources ~~designee~~ in writing on a form provided, and at times designated by the City each year, all information necessary to administer the Cafeteria Plan during the twelve-~~12-~~month period beginning the first day of each plan benefit year. Thereafter, no changes to designations may be made~~so made will be allowed~~ until the following open enrollment period without a qualifying event.

~~Each e~~Employees ~~shall be~~ are responsible for providing immediate written notification to ~~the Personnel Officer or~~ Human Resources ~~designee~~ of any change to the number of ~~his/her~~ their dependents which affects the amount of the City payment on behalf of the employee. Changes in insurance premiums will take effect the first full pay period in the month following receipt of notice of a chance in dependents.~~Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month following the month in which advice from the employee is received by the Personnel Officer or HR designee. No retroactive payments shall be allowed.~~

~~e)~~c) Flexible Benefits Plan (IRS Section 125)

The City implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amound of base salary pay to employee-paid insurance premiums and other approved expenses. The City does not treat these contributions as compensation subject to income tax withholding unless otherwise directed by the Internal Revenue Servce or the Franchise Tax Board.~~The City has implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.~~

F. Deferred Compensation

TTSSEA employees shall be eligible for up to five percent (5%) City matching contribution to their Deferred Compensation Plan. The TTSSEA employee will receive a City matching contribution of up to five percent (5%) of their annual salary per pay period to their Deferred Compensation Plan, contingent upon the TTSSEA employee also contributing up to five percent (5%) of salary to their Deferred Compensation Plan.

G. Longevity

Employees receive longevity pay as follows:

- Upon completion of ten (10) years of service, the employee receives longevity pay of two percent (2.0%) of their base hourly rate of pay.
- Upon completion of fifteen (15) years of service, the employee receives an additional on and on-half percent (1.5%) of their base hourly rate of pay (total of 3.5%).

- Upon completion of twenty (20) years of service, the employee receives an additional two percent (2.0%) of their base hourly rate of pay (total of 5.5%).

~~G. Retention Incentive~~

~~All TTSSEA employees who have completed five (5) years of service with the City of Tracy will receive 40 hours of vacation added to their vacation accruals.~~

~~Subsequent 40 hours will be added on the next closest five (5) year anniversary date (10th, 15th, 20th, 25th, etc.) to come.~~

Section 9. Allowances

A. Mileage~~Travel Expense~~ Reimbursement

An employee is compensated at the Internal Revenue Service (IRS) mileage rate for expenses incurred when using a personal vehicle on City business.~~City Administrative Procedure Section T - Travel Expense, shall be used to reimburse mileage expenses incurred when using a personal vehicle on City business.~~

B. Meal Allowance

The City pays a meal allowance of seven dollars ($7.00) for employees who perform a minimum of two (2) hours of "unanticipated" overtime or call-back work that extends through a regular mealtime.~~If an employee is required to perform unanticipated overtime of two (2) hours or more, the City shall pay a meal allowance of seven dollars ($7) to the employee.~~ "Unanticipated overtime" means that the affected employee did not receive notice of the overtime until the same day as the overtime assignment occurred.~~ The two (2) hour minimum must occur at a time which would normally include the employee's regular mealtime.~~

C. Bilingual Pay

Employees who are certified by the City as bilingual in an approved language and are required to communicate in languages other than English, as part of their regular assigned duties, will receive bilingual pay of~~may be compensated with an additional~~ two percent (2%) of the employee's base~~-~~rate of pay.~~salary.~~~~, if the following criteria are met:~~

~~1) Approval from the Department Head that a particular assignment requires the need for the specific alternate language.~~
~~2) Certification by the City that the employee has successfully demonstrated the ability to communicate fluently in the language that the Department Head has determined is required.~~

~~Qualifying~~ Approved languages are Spanish, American Sign Language, and any other language ~~designated by the Department Head as beneficial to the City.~~approved by the City Manager.

D. Uniform Allowance

Upon hire, ~~The~~the City ~~shall~~ provides the Administrative Assistant(s) assigned to the Animal Shelter, Police Records Assistant I/~~–~~II, and Senior, a uniform allowance of eight hundred and fifty dollars ($850) on the regular payday following their appointment. Thereafter, these classifications receive an annual uniform maintenance allowance which will be reported to CALPERS for "Classic" members on a pay period basis of thirty two dollars

and seventy cents ($32.70)~~dollars~~ per pay period. Effective July 1, 2025, the uniform allowance shall be paid annually on the regular payday for the prior fiscal year, by separate check. In the case of a newly appointed employee, the employee shall receive the initial allowance the regular payday following the date of their appointment, and subsequent annual allowances as specified. ~~year effective July 1, 2021 for the duration of this Memorandum of Understanding. The uniform allowance shall be paid annually on the regular payday for the pay period that includes June 30, by separate check. In the case of a newly appointed employee, the employee shall receive the initial allowance the regular payday following the date of their appointment, and subsequent annual allowances as specified.~~

~~For TTSSEA represented e~~Upon hire and annually per fiscal year, the Tracy Police Department will provide employees who do not receive a uniform allowance and who are ~~assigned to the Police Department who are~~ required to comply with uniform standards established by the ~~Tracy Police~~ Department, ~~and do not receive a uniform allowance, such as the Administrative Assistants assigned to the Animal Shelter, the department will purchase~~ two (2) polo shirts and two (2) pairs of BDU pants. ~~for each employee upon hire and annually per fiscal year.~~

Section 10. Conditions of Service

A. Service with the City of Tracy shall be regulated by the Personnel Rules & Regulations and Classification Plan for the positions covered by this Memorandum of Understanding.

B. The Personnel Rules & Regulations and Classification Plan are generally implemented through the City's Administrative Procedures and Departmental Guidelines.

1) *Reclassification*. If an employee requests a reclassification study, and the Department Head does not agree, the employee shall have the opportunity to appeal the reclassification request to the Personnel Officer or designee. The decision of the Personnel Officer or designee shall be final and not subject to the grievance procedure.

C. The governing documents for the resolution of any disputes over conditions of service are the Personnel Rules & Regulations and Classification Plan.

D. In the event the employee does not receive a written performance evaluation within thirty (30) days of the employee's anniversary date, the step increase shall be approved and paid retroactive to the anniversary date.

Section 11. Miscellaneous Personnel Actions

A. Vacancies in the Classified Service

~~All v~~Vacancies in higher positions in the classified service ~~shall~~ may be filled by promotion from within if the following conditions are met:

1) The City Manager determines that the best interests of the City will be served by promoting from within.

2) The person ~~to be~~ promoted meets the minimum qualifications of the promotional position.

3) Any promotional examination ~~shall~~ must comply with the City~~, state and federal~~ rules and

regulations governing competitive examinations.

B. Vacancies in City Service

~~All v~~Vacancies in the City's service ~~shall be~~ are filled by restoration, promotion, transfer, demotion, reinstatement, or by appointment from an employment list. When employment lists are used to fill vacancies, they ~~shall be~~ are used in the following order:

1) By appointment of eligible candidates from re-employment lists;

2) By appointment of eligible candidates from promotional lists;

3) By appointment of eligible candidates from an open eligibility list;

~~Provided, however, when the City Manager deems it necessary, i~~Individuals on a lateral entry employment list may be considered for appointment.

The number of eligible candidates on a promotional list ~~shall~~ must exceed by two (2) the number of vacancies to be filled. If there are insufficient available eligible candidates on a promotional list, enough available eligible candidates ~~shall~~ will be certified simultaneously from the promotional and eligible list to assure that the number eligible exceeds by two (2) the number of vacancies to be filled.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without loss of compensation.

C. Transfer

An employee may be transferred from one (1) position to another position in the same or comparable classification upon approval of the Department Directors.

~~D. Demotion~~

~~The City Manager may demote an employee who so requests it, or whose ability to perform their required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a class for which they do not possess the minimum qualifications.~~

~~E. Suspension~~

~~The Department Director may suspend an employee, without pay, from their position in accordance with disciplinary procedures indicated in Section 21.6. Suspension without pay shall not exceed thirty (30) calendar days. However, notwithstanding this 30-day limit, suspensions of more than 30 days may be imposed as part of an agreement between the City and the employee and/or employee's representative. Such agreement shall not be precedent setting on either party.~~

Section 12. Layoff and Recall

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or

allied class or position in the City service, unless that employee has been offered the temporary work.

When the Department Director is instructed by the City Manager to reduce the number of employees, layoff shall be made in accordance with the following rules below, (a) through (e) inclusive:

1) Layoffs shall be by classification seniority within the Tracy TTSSEA.

2) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which they previously held permanent status, provided the displaced employee has less seniority in the classification.

3) An employee may demote or transfer to a vacant position in a classification for which they possesses the necessary skills, as determined by the minimum qualifications and job specifications for the position.

4) The name of each laid off employee shall be entered, in order of seniority, on a Re-employment list for two (2) years.

5) A former employee appointed from a Re-employment list shall have restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such recalled employee shall not be eligible for benefits for which they received compensation at the time of, or subsequent to the date they were laid off.

~~**Section 13. Separation from Service**~~

~~A. Resignation~~

~~An employee wishing to resign from employment shall file, with the Department Director, a notice of intention to leave at least two (2) weeks in advance.~~

~~B. Reinstatement~~

~~An employee, in good standing, who has resigned may request a reinstatement and the City Manager may reinstate such employee to a vacant position in which the former employee previously had permanent status provided that such reinstatement is accomplished within one (1) year of the date of resignation and, if the City Manager determines reinstatement will be in the best interest of the City.~~

~~Following a one (1) year period after resignation, the City Manager may request such employee to submit to a physical examination and may require the employee to serve a new probationary period.~~

~~C. Discharge~~

~~An employee may be discharged at any time by the Department Director and/or City Manager for cause. Whenever it is the intention of the Department Director to discharge an employee in the competitive service, the City Manager shall be notified and their prior approval obtained.~~

Section 14. ~~Employee Conduct and Discipline~~Disciplinary Procedure

~~A. Personal Conduct~~

~~Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the City of Tracy.~~

~~B. Financial Affairs~~

~~Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the Offices of the City Manager for the purpose of making collections.~~

~~C. Outside Employment~~

~~Employees may not carry on, concurrently with their public service, any private business, public office, employment or undertaking, to which affects the time or quality of their work or which creates a conflict of interest with their City employment. Employees must annually obtain the approval of the Department Director for any outside employment.~~

~~D. Private Use of City Equipment~~

~~No City facility or equipment shall be put to any private use without the express written permission of the City Manager.~~

~~E. Investigation of Employee~~

~~The City agrees that, except in cases of alleged criminal misconduct, an employee shall be notified, either orally or in writing, within a reasonable time frame, of the initiation, by the City or Department, of any investigation involving the employee and the nature of the complaint and/or conduct under investigation.~~

A. Employee Representation

Employees may have a representative present at all stages of the disciplinary process, provided the representative is not party to the action.

B. Progressive Discipline

The City applies the principle of progressive discipline where a discplinary penalty will depend on multiple factors, including but not limited to the severity of the offense, recidivism, aggravating and/or mitigating circumstances, and the employee's overall disciplinary history, if any. Disciplinary actions may be monetary and/or non-monetary. Examples of disciplinary action include, but are not limited to:

1) Oral Reprimands – Oral reprimands are not subject to the disciplinary "Skelly" hearing or appeal procedure set forth in this MOU.

2) Written Reprimands – Written reprimands are not subject to the disciplinary "Skelly" hearing or appeal procedure set forth in this MOU.

3) Suspensions

4) Reductions in Pay

5) Demotions

6) Termination

C. Manner of Reprimand

Reprimands will not be done in a manner that will not embarrass the employee before other employees or the public.

D. Grounds for Discipline

Grounds for discipline include but are not limited to the following:

1) Fraud in securing employment.

2) Dishonesty.

3) Dicourteous treatment of the public or other employees.

4) Conviction of a felony.

5) Conviction of a misdemeanor involving morgal turpitude.

6) Possession, distribution, sale, use, or where the performance of duties is impaired by alcoholic beverages or illegal drugs while on City property, while on duty, or while operating a vehicle on City business.

7) Theft.

8) Falsifying entries or material omissions on City records.

9) Disorderly and/or unsafe conduct or actions, including violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.

10) Willfull destruction, damage, or misuse of property.

11) Incompentence, inefficiency, negligence, failure to perform work as required, and/or unsatisfactory performance.

12) Violation of established City policies, procedures, rules, and regulations.

13) Insubordination, including improper conduct toward supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner.

14) Excessive (and/or abusive) absenteeism and/or tardiness, including abuse of established sick leave policies, as well as other leave and/or attendance policies.

15) Unlwaful harassment, discrimination or retaliation.

16) Fighting, assault and/or battery.

~~F. Disciplinary Action~~

~~This section shall apply to the following disciplinary actions:~~

- ~~Oral Reprimand;~~
- ~~Written Reprimand;~~
- ~~Suspension;~~
- ~~Demotion;~~
- ~~Temporary Reduction in Pay; and~~
- ~~Discharge.~~

~~G. Causes for Disciplinary Action~~

~~Disciplinary actions may be imposed upon any permanent employee for cause. The following shall constitute cause for disciplinary action against an employee:~~

~~1) Fraud in securing employment~~
~~2) Incompetence~~
~~3) Inefficiency~~
~~4) Inexcusable neglect of duty~~
~~5) Insubordination~~
~~6) Dishonesty~~
~~7) Being under the influence of alcohol or controlled substance while on duty~~
~~8) Inexcusable absence without leave~~
~~9) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea, or verdict of guilty, or conviction following a plea nolo contender, to a charge of a felony, or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section~~
~~10) Discourteous treatment of the public of other employees~~
~~11) Misuse of City property~~
~~12) Violation of any established City of Tracy department rule, regulation, policy and/or manual~~
~~13) Unlawful discrimination or retaliation, including harassment, on the basis of race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, against the public or other employees while acting in the capacity of a City employee.~~

~~H. Manner of Reprimand~~

~~If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.~~

~~I. Disciplinary Action Procedure and Appeals~~

~~1) Applicability~~

~~These procedures are not applicable to temporary, contract or probationary employees.~~

~~To initiate disciplinary action against a permanent, TTSSEA employee, the appointing authority must submit to the employee a written notice of intent to take disciplinary action. The notice must state specifically the reason(s) for the action and explain the employee's "Skelly" rights of appeal.~~

~~2)~~ E. Notice

Employees are given written notice of the proposed disciplinary action. The notice must state specifically the reason(s) for the action and explain the employee's "Skelly" rights of appeal, if any. Employees have ten (10) calendar days from receipt of notice to request a Skelly meeting.

Prior to the effective date of the disciplinary action that results in a pay reduction, unpaid suspension, demotion, or termination, the employee may request a Skelly meeting to discuss the proposed disciplinary action. The employee or their representative may respond to the proposed disciplinary action.

~~The City agrees to give an employee, who is being disciplined, at least eight (8) calendar days' notice of such disciplinary action, as provided in Paragraph E of this section.~~

~~3) Request for Hearing~~

~~The employee may appeal the proposed action and request a hearing by responding in writing to the appointing authority within seven (7) calendar days of receipt of the notice.~~

~~Upon receipt of a timely response, the appointing authority shall schedule and conduct a "Skelly" hearing as soon as possible.~~

~~4)~~ F. Rights of Access

~~The employee shall be~~ Employees are given access to copies of all materials supporting the proposed action and ~~shall be~~ are provided with copies upon request.

~~5) Representation~~

~~The employee may be represented at the hearing by a representative of the employee's choice.~~

~~6)~~ G. Conduct of Skelly Hearing

The appointing authority~~,~~ or ~~a~~ designee who has authority to amend the discipline, ~~shall~~ will be the hearing officer at the informal "Skelly" hearing. Upon consideration of all materials and discussions presented at the hearing, the appointing authority, or designee, may determine to uphold, modify, or revoke, the proposed disciplinary action.

~~7)~~ H. Order of Disciplinary Action

If the employee does not respond to the notice of intent within the prescribed time limits, or if

the City decides to proceed with disciplinary action after the Skelly meeting, the appointing authority or designee will prepare a Final Notice of Discipline including the facts, the discipline imposed, and describe the employee's appeal rights.~~, after hearing, the appointing authority determines that disciplinary action is appropriate, the appointing authority shall submit to the employee a written order of disciplinary action. The order shall state the proposed action, the reasons for the action, and the employee's rights of appeal.~~

I. Appeal

An employee or their representative may appeal demotions, suspensions greater than five (5) days, or terminations to an Administrative Law Judge by filing an appeal in writing with the Human Resources Director within thirty (30) calendar days of receipt of the Final Notice of Discipline.

The Administrative Law Judge will be assigned by the California Office of Administrative Hearings. The cost of the Administrative Law Judge will be paid by the City. Each party bears the cost of its own presentation, including preparation and post hearing briefs, in any.

J. Hearing

The Director of Human Resources is responsible for scheduling and notifying the employee about the time and place of the hearing and notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner under the direction and authority of the arbitrator.

Employees called as witnesses serve without loss of pay.

Should the Administrative Law Judge require a court reporter, the costs of the court reporter will be paid by the City. The transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

K. Final Decision

Within forty-five (45) days of the close of the hearing, unless waived by the parties, the Administrative Law Judge will prepare the record of the hearing and will submit a written decision of findings of fact, rulings of law (if any), and a recommended decision to the City Manager. Copies will be sent to the parties. The City Manager shall issue a final decision in writing.

~~8) Dispute of Disciplinary Action and Appeals~~

~~Any dispute that involves the disciplinary action taken against an employee will be conducted under the terms set forth in Section 15 of this Agreement.~~

~~J.~~ L. Access to Personnel/ Files

An employee and/or their representative, if authorized in writing, shall be permitted to examine the entire contents of their personnel file during regular business hours of the Human Resources

Department.

No material, ~~which relates~~ related to the employee's conduct, attitude, work performance, or service~~, shall be~~ will be placed in the employee's~~included in their~~ personnel file without being signed and dated by the author of such material. Before such material is placed in the employee's file, the Department Head, or designee, ~~shall~~ will provide the employee the opportunity to review the material and the employee must sign and date it. The employee ~~shall have~~ has the right to ~~insert in their personnel file,~~ add supplementary material and a written response within thirty (30) days of the employer inserting an item into their file. ~~Such~~ The response ~~shall remain~~ is attached to the material it supplements for as long as the material remains in the file.

~~The above provisions shall not apply to files involving a criminal investigation of any employee, which requires confidentiality. However, no portion of any file material deemed to be confidential, shall be used in any disciplinary action until the affected employee has been afforded the opportunity to review such confidential material and respond in writing in accordance with the above provisions.~~

Section 15. Grievances and Appeals

A. Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Agreement, or disciplinary action that is greater in severity than a suspension of five (5) working days (or equivalent reduction in pay) taken against an employee, or the application of the Personnel Rules, or the application of Department rules, excluding, however, those provisions of this Agreement, which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

B. Confidentiality and Privacy Rights

1) Meetings and Hearings

Except as provided by the City Personnel Rules and Regulations and unless requested otherwise in writing by the grievant, all meetings and hearings for any disciplinary matters shall be private and confidential, and shall include only the parties, City representatives, Association representatives, witnesses, and other necessary attendees.

2) Release of Arbitration Award

The parties agree that written arbitration are public records. If a grievance results in a written arbitration decision and the Association releases the arbitration decision to third parties, the City may disclose any information contained within the arbitration decision to third parties. Neither the City nor Association shall release any information not contained in the arbitration decision or that is not a public record, except communications permitted by law.

C. Grievances shall be processed in the following manner:

1) ***Informal Discussion***. Any employee who believes that they have a grievance may discuss their complaint with such departmental management official as the Department Director may designate.

Grievances shall be presented within thirty (30) calendar days of the incident or knowledge of the incident, which gave rise to the grievance. The bargaining unit member or the Association representative may present the grievance orally to the immediate supervisor within ten (10) calendar days from such time as the bargaining unit member or Association should reasonably have been aware of the occurrence of the incident giving rise to the grievance. The supervisor shall provide their response within ten (10) calendar days following the informal discussion.

2) ***Formal Submission***. Should the grievance remain unresolved, the bargaining unit member or Association representative may submit the grievance, in writing, to the Division Manager. The formal submission shall be made within ten (10) calendar days of the supervisor's response to the informal presentation of the grievance, or, if no response is received, at the conclusion of the ten (10) day period provided for informal discussion. If the grievance is not submitted within these timelines, the grievance shall be considered resolved. The grievance shall state the specific section of the Memorandum of Understanding, the Personnel Rules and Regulations, or Departmental Rules alleged to be violated, or the disciplinary action taken, and the proposed solution. The Division Manager, or their designated representative, shall render a decision in writing to the bargaining unit member and/or Association within ten (10) calendar days of receipt of the formal submission of the grievance. Copies of all written grievances filed by bargaining unit members shall be provided to the Association within a period not to exceed five (5) calendar days. Copies of responses thereto shall also be provided to the Association.

3) ***Appeal to Department Head***. Should the grievance remain unresolved, the bargaining unit member or Association representative may, within ten (10) calendar days after receipt of the Division Manager's decision, submit the grievance in writing to the Department Director. The Department Director shall respond to the grievance in writing ten (10) calendar days after receipt of the grievance.

   It is understood that nothing shall preclude the Association from presenting a grievance to the Department Director if it is deemed that such action is warranted by the nature of circumstances of the grievance.

4) ***Bargaining Unit Member Relations Officer – Union Representatives***. Except for a grievance concerning a verbal or written reprimand which may not be appealed beyond Step two (2) of this procedure, should the grievance remain unresolved, the bargaining unit member or Union representative may, within ten (10) calendar days after receipt of the Department Head response, submit the grievance in writing to the City Manager. The City Manager, or a designated representative, shall investigate the case and either respond to the grievance or meet with the bargaining unit member and/or assigned Union representative within ten (10) calendar days of the City Manager's decision shall be final and binding.

5) ***Disciplinary Arbitration***. Should the grievance remain unresolved, either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager, or their representative.

   The parties may mutually agree upon the selection of the arbitrator or jointly request the State of California Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators. The parties shall then meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

The fees and expenses of an arbitrator, and of a Court reporter, shall be equally shared by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

6) ***Discipline Hearing Officer Authority***. The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline. Within sixty days (60) of the close of the hearing, the hearing officer shall serve a recommended decision on the City Manager and the employee. The hearing officer's decision must contain detailed findings of fact relating to the disciplinary charges. The decision may include a recommendation regarding outcome, but the final decision regarding discipline rests with the City Manager. After consideration of the hearing officer's recommended decision, the City Manager shall issue a final decision in writing. The City Manager's decision may be reviewed by administrative writ of mandamus within the time frames established by California law.

   No arbitrator shall entertain, hear, decide or make recommendations on any dispute, unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Paragraph A of this section.

D. Time Limits

Time limits prescribed in this Agreement may be extended by mutual agreement of the parties. Failure by the bargaining unit member to follow time limits, unless so extended, shall nullify the grievance. Failure by the City to follow time limits, unless so modified, shall cause the grievance to move to Formal Submission or Appeal to Department Head, whichever is the next level, as set forth in Paragraph B of this section.

E. Consolidation

Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

F. Immediate Dispute Resolution

In the event there is a dispute regarding the interpretation of application of this Agreement that imminently affects the City's interest, the Association , or a substantial number of members represented by the Union, either the City or the Association may request suspension of the grievance process as set forth in Paragraph B of this section and proceed to immediate resolution discussions with the Department Director, other representative designated by the Department Director, and a Association representative. Such discussions shall be concluded within 45 days of the date of the initial request for same and the action which prompted the request for immediate dispute resolution shall be stayed, pending discussion/conclusion.

Should the dispute still not be resolved, it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

An arbitrator to hear such case shall be selected by the parties from a panel of four professional neutral arbitrators, two submitted by each party when proceeding to arbitration pursuant to this section. The first arbitrator, selected at random, available within 48-hour period shall be selected.

In any such case, the arbitrator shall not have the power to add to or subtract from the provisions of this Agreement, the Personnel Rules, or departmental rules or orders in rendering their award. Pending prompt and

immediate decisions of the arbitrator, the stay of intended action giving rise to the dispute shall continue in effect.

It is expressly understood and agreed that the provision of this Section shall not be invoked for actions involving individual bargaining unit member disciplinary actions or grievances.

G. Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints, which allege that an employee is not being compensated in accordance with the provisions of this Agreement, shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and, if not detailed in the Agreement which results from such meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

H. No Change to Memorandum

Proposals to add to or change this Agreement, or written agreements or addenda supplementary hereto shall not be subject to arbitration. No proposals to modify, amend, or terminate this Agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to under this Section. No arbitrator shall have the power to amend or modify this Agreement, or written agreements, or addenda supplementary hereto, or to establish any new terms or conditions of employment.

I. Mutual Agreement on Changes

No changes in the Agreement or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association President.

J. No Strike

The Association, its members and representatives agree that during the term of this Agreement, it and they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Association nor any representatives thereof shall engage in job actions for the purpose of effecting changes in the directives, or decisions, or management of the City, nor to effect a change of personnel, or operations of management, or of employees not covered by this Agreement.

Section 16. City Rights

A. The City of Tracy retains the exclusive right, among others, in accordance with and subject to applicable laws, civil service and other regulations, and the provisions of this Agreement, including, but not limited to the following:

(1) To direct employees.

(2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications.

(3) To dismiss employees because of lack of work or for other just cause.

(4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the City's Rules and Regulations.

(5) To determine the mission of such employees, the budget, the organization, the number of employees and the methods and technology of performing their work.

(6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of emergency.

(7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this Memorandum.

(8) The City agrees, to the extent required by Government Code Sections 3500, et. seq., to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or changing wages, hours and working conditions; provided that the City's duty to meet and confer hereunder shall require it to delay implementation of such management decisions for no more than thirty (30) days from the date it notifies, in writing, the Association of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the City to violate any provision of this Agreement, and Association shall have the right to grieve any such violation as provided in Section 14.

Section 17. General Provisions

A. Definition of Seniority

For purposes of this Agreement, seniority shall be defined as:

1) Classification Seniority - Seniority accruing from continuous service from date of appointment to classification.
2) Department Seniority - Seniority accruing from continuous service within the Department from date of appointment.
3) City Seniority - Seniority accruing from continuous service within the City.
4) Seniority shall not be affected by authorized paid leave of absence.

B. Americans with Disabilities Act (ADA)

The City and the Associations recognize that the City has an obligation under law to meet with an individual employee who alleges a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the City finds it necessary to comply with the ADA by setting aside any provision of this Agreement in order to provide reasonable accommodation to an individual employee, such action by the City shall not be subject to the grievance procedure set forth in Section 14 of this Agreement. The Association will be advised of proposed accommodations, prior to implementation by the City.

Section 18. Modification

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provisions for provisions rendered or declared illegal.

Section 21. Event of Conflict

This Agreement shall supersede any prior Agreement, rules or regulations in direct conflict with the provisions hereof.

Section 22. Choice of Law and Venue

The laws of the State of California shall govern this MOU. In the event of any lawsuit commenced by the City as a result of the performance of this Agreement, the parties each consent that the venue for any such action shall be laid in a court of competent jurisdiction in the County of San Joaquin, State of California.

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding, rules or regulations, or past practices in direct conflict with the provisions hereof.

APPROVED AND ACCEPTED:

Tracy Technical and Support Services Employee Association	**City of Tracy**
By: DocuSigned by: Jade Amos 26CD5B484FC6434...	By: _____
Jade Amos, TTSSEA President	Midori Lichtwardt, Interim City Manager

Appendix A

Account Clerk
Accounting Technician
Administrative Assistant
Administrative Technician
Box Office Assistant
Box Office Coordinator
Building Permit Technician I
Building Permit Techician II
Crime Analyst
Cultural Arts Marketing Coordinator
Cultural Arts Program Coodinator
Cultural Arts Technicial Coordinator
Deputy City Clerk
Executive Assistant
GIS Technician
Information System Technician I
Information System Technician II
Marketing Coorindator
Multimedia Communications Assistant
Multimedia Communications Coordinator
Office Assistant
Planning Technician
Police Community Relations Coordinator
Police Homeless Outreach Coordinator
Police Records Assistant I
Police Records Assistant II
Police Support Services Technician
Recreation Program Coordinator
Senior Account Clerk
Senior Accounting Technician
Senior Information Systems Technician
Senior Police Records Assistant
Transit Coordinator

SIDE LETTER OF AGREEMENT BETWEEN THE CITYOF TRACY AND TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION

Vacancies in City Service

The City of Tracy and the Tracy Technical and Support Services Employee Association (TTSSEA) agree to enter into this side letter to update the language set forth in Section 11 of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2023. The revised language in this section of the MOU effective July 1, 2021 shall read as follows:

Section 11. Miscellaneous Personnel Actions

A. Vacancies in the Classified Service

All vacancies in higher positions in the classified service shall be filled by promotion from within if the following conditions are met:

1) The City Manager determines that the best interests of the City will be served by promoting from within.

2) The person to be promoted meets the minimum qualifications of the promotional position.

3) Any promotional examination shall comply with the City, state and federal rules and regulations governing competitive examinations.

B. Vacancies in City Service

All vacancies in the City's service shall be filled by restoration, promotion, transfer, demotion, reinstatement, or by appointment from an employment list. When employment lists are used to fill vacancies, they shall be used in the following order:

1) By appointment of eligible candidates from re-employment lists;

2) By appointment of eligible candidates from promotional lists;

3) By appointment of eligible candidates from an open eligibility list;

Provided, however, when the City Manager deems it necessary, individuals on a lateral entry employment list may be considered for appointment.

The City shall interview all City of Tracy employees from a promotional eligible list for any position.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without loss of compensation.

FOR THE City of Tracy

Date: 12/21/21

Michael Rogers
City Manager

FOR THE Tracy Technical Support Services Employees Association

Date: 12/14/21

Jade Amos
President of TTSSEA

ATTACHMENT C

Effective 07/16/2023

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,252.78	4,881.02	58,572.28	28.1598
			B	2,365.43	5,125.10	61,501.18	29.5679
			C	2,483.69	5,381.33	64,575.94	31.0461
			D	2,607.88	5,650.41	67,804.88	32.5985
			E	2,738.28	5,932.94	71,195.28	34.2285
3106	Accountant*	TMMBU	A	3,541.91	7,674.14	92,089.66	44.2739
			B	3,719.01	8,057.86	96,694.26	46.4876
			C	3,904.96	8,460.75	101,528.96	48.8120
			D	4,100.19	8,883.75	106,604.94	51.2524
			E	4,305.21	9,327.96	111,935.46	53.8151
2520	Accounting Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
4201	Accounting Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
4102	Administrative Assistant	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
8102	Administrative Assistant - Confidential	CONF	A	2,298.43	4,979.93	59,759.18	28.7304
			B	2,413.34	5,228.90	62,746.84	30.1668
			C	2,534.01	5,490.36	65,884.26	31.6751
			D	2,660.73	5,764.89	69,178.69	33.2591
			E	2,793.75	6,053.13	72,637.50	34.9219
4107	Administrative Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
3510	Airport Manager*	TMMBU	A	3,595.32	7,789.86	93,478.32	44.9415
			B	3,775.07	8,179.32	98,151.82	47.1884
			C	3,963.82	8,588.28	103,059.32	49.5478
			D	4,162.00	9,017.67	108,212.00	52.0250
			E	4,370.10	9,468.55	113,622.60	54.6263
5522	Animal Services Aide	TEAMSTERS	A	1,537.34	3,330.90	39,970.84	19.2168
			B	1,614.21	3,497.46	41,969.46	20.1776
			C	1,694.94	3,672.37	44,068.44	21.1868
			D	1,779.67	3,855.95	46,271.42	22.2459
			E	1,868.65	4,048.74	48,584.90	23.3581
3620	Animal Services Manager*	TMMBU	A	3,862.14	8,367.97	100,415.64	48.2768
			B	4,055.25	8,786.38	105,436.50	50.6906
			C	4,258.02	9,225.71	110,708.52	53.2253
			D	4,470.91	9,686.97	116,243.66	55.8864
			E	4,694.46	10,171.33	122,055.96	58.6808

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Effective 07/16/2023

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5521	Animal Services Officer I	TEAMSTERS	A	2,139.68	4,635.97	55,631.68	26.7460
			B	2,246.63	4,867.70	58,412.38	28.0829
			C	2,358.95	5,111.06	61,332.70	29.4869
			D	2,476.90	5,366.62	64,399.40	30.9613
			E	2,600.77	5,635.00	67,620.02	32.5096
5523	Animal Services Officer II	TEAMSTERS	A	2,354.12	5,100.59	61,207.12	29.4265
			B	2,471.81	5,355.59	64,267.06	30.8976
			C	2,595.43	5,623.43	67,481.18	32.4429
			D	2,725.19	5,904.58	70,854.94	34.0649
			E	2,861.46	6,199.83	74,397.96	35.7683
3621	Animal Services Supervisor	TMMBU NON EXEMPT	A	2,861.74	6,200.44	74,405.24	35.7718
			B	3,004.83	6,510.47	78,125.58	37.5604
			C	3,155.06	6,835.96	82,031.56	39.4383
			D	3,312.82	7,177.78	86,133.32	41.4103
			E	3,478.46	7,536.66	90,439.96	43.4808
2573	Assistant City Attorney*	CONF	A	6,518.51	14,123.44	169,481.26	81.4814
			B	6,844.42	14,829.58	177,954.92	85.5553
			C	7,186.65	15,571.08	186,852.90	89.8331
			D	7,545.98	16,349.62	196,195.48	94.3248
			E	7,923.27	17,167.09	206,005.02	99.0409
3338	Assistant City Engineer*	TMMBU	A	5,488.81	11,892.42	142,709.06	68.6101
			B	5,777.70	12,518.35	150,220.20	72.2213
			C	6,081.79	13,177.21	158,126.54	76.0224
			D	6,401.89	13,870.76	166,449.14	80.0236
			E	6,738.82	14,600.78	175,209.32	84.2353
1502	Assistant City Manager*	DH	Min	9,494.97	20,572.43	246,869.12	118.6871
			Max	10,183.22	22,063.64	264,763.71	127.2903
2682	Assistant Director DES*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901
2681	Assistant Director DES/City Engineer*	CONF	A	6,522.39	14,131.85	169,582.14	81.5299
			B	6,848.51	14,838.44	178,061.26	85.6064
			C	7,190.94	15,580.37	186,964.44	89.8868
			D	7,550.48	16,359.37	196,312.48	94.3810
			E	7,928.03	17,177.40	206,128.78	99.1004
2635	Assistant Director Operations*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901
2636	Assistant Director Utilities*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901

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City of Tracy
Master Salary Schedule

Effective 07/16/2023

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3302	Assistant Engineer*	TMMBU	A	3,768.30	8,164.65	97,975.80	47.1038
			B	3,956.69	8,572.83	102,873.94	49.4586
			C	4,154.53	9,001.48	108,017.78	51.9316
			D	4,362.26	9,451.56	113,418.76	54.5283
			E	4,580.38	9,924.16	119,089.88	57.2548
5232	Assistant Planner	TEAMSTERS	A	3,073.73	6,659.75	79,916.98	38.4216
			B	3,227.42	6,992.74	83,912.92	40.3428
			C	3,388.79	7,342.38	88,108.54	42.3599
			D	3,558.23	7,709.50	92,513.98	44.4779
			E	3,736.14	8,094.97	97,139.64	46.7018
2580	Assistant to the City Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
3333	Associate Engineer*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
3303	Associate Civil Engineer*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
3202	Associate Planner*	TMMBU	A	3,520.24	7,627.19	91,526.24	44.0030
			B	3,696.25	8,008.54	96,102.50	46.2031
			C	3,881.06	8,408.96	100,907.56	48.5133
			D	4,075.12	8,829.43	105,953.12	50.9390
			E	4,278.89	9,270.93	111,251.14	53.4861
4451	Box Office Assistant	TTSSEA	A	2,020.10	4,376.88	52,522.60	25.2513
			B	2,121.12	4,595.76	55,149.12	26.5140
			C	2,227.18	4,825.56	57,906.68	27.8398
			D	2,338.52	5,066.79	60,801.52	29.2315
			E	2,455.48	5,320.21	63,842.48	30.6935
4455	Box Office Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3104	Budget Officer*	CONF	A	4,729.91	10,248.14	122,977.66	59.1239
			B	4,966.40	10,760.53	129,126.40	62.0800
			C	5,214.71	11,298.54	135,582.46	65.1839
			D	5,475.46	11,863.50	142,361.96	68.4433
			E	5,749.24	12,456.69	149,480.24	71.8655
5211	Building Inspector I	TEAMSTERS	A	2,758.36	5,976.45	71,717.36	34.4795
			B	2,896.27	6,275.25	75,303.02	36.2034
			C	3,041.09	6,589.03	79,068.34	38.0136
			D	3,193.15	6,918.49	83,021.90	39.9144
			E	3,352.80	7,264.40	87,172.80	41.9100

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City of Tracy
Master Salary Schedule

Effective 07/16/2023

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5212	Building Inspector II	TEAMSTERS	A	3,522.88	7,632.91	91,594.88	44.0360
			B	3,699.04	8,014.59	96,175.04	46.2380
			C	3,883.97	8,415.27	100,983.22	48.5496
			D	4,078.18	8,836.06	106,032.68	50.9773
			E	4,282.06	9,277.80	111,333.56	53.5258
5320	Building Maintenance Worker I	TEAMSTERS	A	2,341.14	5,072.47	60,869.64	29.2643
			B	2,458.21	5,326.12	63,913.46	30.7276
			C	2,581.12	5,592.43	67,109.12	32.2640
			D	2,710.18	5,872.06	70,464.68	33.8773
			E	2,845.69	6,165.66	73,987.94	35.5711
5321	Building Maintenance Worker II	TEAMSTERS	A	2,581.18	5,592.56	67,110.68	32.2648
			B	2,710.24	5,872.19	70,466.24	33.8780
			C	2,845.75	6,165.79	73,989.50	35.5719
			D	2,988.03	6,474.07	77,688.78	37.3504
			E	3,137.45	6,797.81	81,573.70	39.2181
3341	Building Official*	TMMBU	A	5,335.89	11,561.10	138,733.14	66.6986
			B	5,602.67	12,139.12	145,669.42	70.0334
			C	5,882.82	12,746.11	152,953.32	73.5353
			D	6,176.95	13,383.39	160,600.70	77.2119
			E	6,485.81	14,052.59	168,631.06	81.0726
4501	Building Permit Technician I	TTSSEA	A	2,558.04	5,542.42	66,509.04	31.9755
			B	2,685.96	5,819.58	69,834.96	33.5745
			C	2,820.24	6,110.52	73,326.24	35.2530
			D	2,961.26	6,416.06	76,992.76	37.0158
			E	3,109.33	6,736.88	80,842.58	38.8666
4502	Building Permit Technician II	TTSSEA	A	2,820.31	6,110.67	73,328.06	35.2539
			B	2,961.33	6,416.22	76,994.58	37.0166
			C	3,109.40	6,737.03	80,844.40	38.8675
			D	3,264.88	7,073.91	84,886.88	40.8110
			E	3,428.12	7,427.59	89,131.12	42.8515
1530	Chief Innovation Officer*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1506	City Attorney*	CONTRACT		9,882.28	21,411.61	256,939.37	123.5285
3110	City Clerk*	TMMBU	A	4,840.47	10487.685	125,852.22	60.5059
			B	5,082.50	11012.083	132,145.00	63.5313
			C	5,336.62	11562.677	138,752.12	66.7078
			D	5,603.44	12140.787	145,689.44	70.0430
			E	5,883.61	12747.822	152,973.86	73.5451
1102	City Council Member*			474.93	1,029.00	12,348.00	
1501	City Manager*	CONTRACT		11,406.34	24,713.73	296,564.76	142.5793
1112	City Treasurer*			496.16	1,075.01	12,900.16	
9107	Clerical	LS	A				15.5000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300

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City of Tracy
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Effective 07/16/2023

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3155	Code Compliance Analyst*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
5202	Code Enforcement Officer	TEAMSTERS	A	2,849.34	6,173.57	74,082.84	35.6168
			B	2,991.80	6,482.23	77,786.80	37.3975
			C	3,141.40	6,806.37	81,676.40	39.2675
			D	3,298.46	7,146.66	85,759.96	41.2308
			E	3,463.39	7,504.01	90,048.14	43.2924
3315	Community Preservation Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
5513	Community Services Officer	TEAMSTERS	A	2,488.03	5,390.73	64,688.78	31.1004
			B	2,612.43	5,660.27	67,923.18	32.6554
			C	2,743.02	5,943.21	71,318.52	34.2878
			D	2,880.19	6,240.41	74,884.94	36.0024
			E	3,024.22	6,552.48	78,629.72	37.8028
5222	Construction Inspector I	TEAMSTERS	A	3,197.46	6,927.83	83,133.96	39.9683
			B	3,357.35	7,274.26	87,291.10	41.9669
			C	3,525.20	7,637.93	91,655.20	44.0650
			D	3,701.46	8,019.83	96,237.96	46.2683
			E	3,886.56	8,420.88	101,050.56	48.5820
5223	Construction Inspector II	TEAMSTERS	A	3,525.34	7,638.24	91,658.84	44.0668
			B	3,701.61	8,020.16	96,241.86	46.2701
			C	3,886.68	8,421.14	101,053.68	48.5835
			D	4,081.05	8,842.28	106,107.30	51.0131
			E	4,285.09	9,284.36	111,412.34	53.5636
4605	Crime Analyst	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
5514	Crime Prevention Specialist	TEAMSTERS	A	2,577.21	5,583.96	67,007.46	32.2151
			B	2,706.10	5,863.22	70,358.60	33.8263
			C	2,841.41	6,156.39	73,876.66	35.5176
			D	2,983.45	6,464.14	77,569.70	37.2931
			E	3,132.62	6,787.34	81,448.12	39.1578
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A	3,077.29	6,667.46	80,009.54	38.4661
			B	3,231.15	7,000.83	84,009.90	40.3894
			C	3,392.68	7,350.81	88,209.68	42.4085
			D	3,562.31	7,718.34	92,620.06	44.5289
			E	3,740.43	8,104.27	97,251.18	46.7554
5517	Crime Scene Technician	TEAMSTERS	A	2,791.12	6,047.43	72,569.12	34.8890
			B	2,930.64	6,349.72	76,196.64	36.6330
			C	3,077.19	6,667.25	80,006.94	38.4649
			D	3,231.05	7,000.61	84,007.30	40.3881
			E	3,392.61	7,350.66	88,207.86	42.4076

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Master Salary Schedule

Effective 07/16/2023

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1108	Cultural Arts Commissioner	Stipend of $50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	4,996.50	10,825.75	129,909.00	62.4563
			B	5,246.33	11,367.05	136,404.58	65.5791
			C	5,508.65	11,935.41	143,224.90	68.8581
			D	5,784.07	12,532.15	150,385.82	72.3009
			E	6,073.27	13,158.75	157,905.02	75.9159
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3524	Cultural Arts Supervisor*	TMMBU	A	3,862.14	8,367.97	100,415.64	48.2768
			B	4,055.25	8,786.38	105,436.50	50.6906
			C	4,258.02	9,225.71	110,708.52	53.2253
			D	4,470.91	9,686.97	116,243.66	55.8864
			E	4,694.46	9,338.00	112,055.96	58.6808
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,206.16	6,946.68	83,360.16	40.0770
			B	3,366.48	7,294.04	87,528.48	42.0810
			C	3,534.79	7,658.71	91,904.54	44.1849
			D	3,711.54	8,041.67	96,500.04	46.3943
			E	3,897.13	8,443.78	101,325.38	48.7141
9552	D.A.R.E Officer	LS	A				36.3700
			B				38.1900
			C				40.1000
			D				42.1000
			E				44.2100
2571	Deputy City Attorney I*	CONF	A	5,117.85	11,088.68	133,064.10	63.9731
			B	5,373.74	11,643.10	139,717.24	67.1718
			C	5,642.44	12,225.29	146,703.44	70.5303
			D	5,924.56	12,836.55	154,038.56	74.0570
			E	6,220.77	13,478.34	161,740.02	77.7596
2572	Deputy City Attorney II*	CONF	A	5,629.64	12,197.55	146,370.64	70.3705
			B	5,911.13	12,807.45	153,689.38	73.8891
			C	6,206.69	13,447.83	161,373.94	77.5836
			D	6,517.03	14,120.23	169,442.78	81.4629
			E	6,842.87	14,826.22	177,914.62	85.5359
4116	Deputy City Clerk	TTSSEA	A	2,975.82	6,447.61	77,371.32	37.1978
			B	3,124.62	6,770.01	81,240.12	39.0578
			C	3,280.85	7,108.51	85,302.10	41.0106
			D	3,444.90	7,463.95	89,567.40	43.0613
			E	3,617.14	7,837.14	94,045.64	45.2143
1515	Director of Development Services *	DH	Min	7,617.48	16,504.53	198,054.35	95.2185
			Max	9,257.47	20,057.86	240,694.28	115.7184

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City of Tracy
Master Salary Schedule

Effective 07/16/2023

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1522	Director of Finance*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1518	Director of Human Resources*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1527	Director of Mobility and Housing*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1524	Director of Operations and Utilities*	DH	Min	7,617.48	16,504.53	198,054.35	95.2185
			Max	9,257.47	20,057.86	240,694.28	115.7184
1516	Director of Parks and Recreation*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
3208	Economic Development Mgmt Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3209	Economic Development Mgmt Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
3207	Economic Development Manager*	TMMBU	A	5,077.00	11,000.17	132,002.00	63.4625
			B	5,330.84	11,550.15	138,601.84	66.6355
			C	5,597.39	12,127.68	145,532.14	69.9674
			D	5,877.26	12,734.06	152,808.76	73.4658
			E	6,171.12	13,370.76	160,449.12	77.1390
5325	Electrician	TEAMSTERS	A	3,536.49	7,662.40	91,948.74	44.2061
			B	3,713.33	8,045.55	96,546.58	46.4166
			C	3,899.01	8,447.86	101,374.26	48.7376
			D	4,093.94	8,870.20	106,442.44	51.1743
			E	4,298.64	9,313.72	111,764.64	53.7330
5221	Engineering Technician I	TEAMSTERS	A	2,814.71	6,098.54	73,182.46	35.1839
			B	2,955.44	6,403.45	76,841.44	36.9430
			C	3,103.21	6,723.62	80,683.46	38.7901
			D	3,258.37	7,059.80	84,717.62	40.7296
			E	3,421.31	7,412.84	88,954.06	42.7664
5225	Engineering Technician II	TEAMSTERS	A	3,103.23	6,723.67	80,683.98	38.7904
			B	3,258.39	7,059.85	84,718.14	40.7299
			C	3,421.32	7,412.86	88,954.32	42.7665
			D	3,592.40	7,783.53	93,402.40	44.9050
			E	3,771.97	8,172.60	98,071.22	47.1496
3412	Environmental Compliance Analyst	TMMBU Non-Exempt	A	3,246.98	7,035.12	84,421.48	40.5876
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340

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City of Tracy
Master Salary Schedule

Effective 07/16/2023

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5424	Environmental Compliance Technician	TEAMSTERS	A	2,558.48	5,355.92	66,520.48	31.9810
			B	2,686.40	5,623.71	69,846.40	33.5800
			C	2,820.73	5,904.90	73,338.98	35.2591
			D	2,961.76	6,200.14	77,005.76	37.0220
			E	3,109.84	6,510.15	80,855.84	38.8730
5313	Equipment Mechanic I	TEAMSTERS	A	2,586.81	5,604.76	67,257.06	32.3351
			B	2,716.14	5,884.97	70,619.64	33.9518
			C	2,851.94	6,179.20	74,150.44	35.6493
			D	2,994.53	6,488.15	77,857.78	37.4316
			E	3,144.26	6,812.56	81,750.76	39.3033
5314	Equipment Mechanic II	TEAMSTERS	A	2,851.93	6,179.18	74,150.18	35.6491
			B	2,994.54	6,488.17	77,858.04	37.4318
			C	3,144.25	6,812.54	81,750.50	39.3031
			D	3,301.47	7,153.19	85,838.22	41.2684
			E	3,466.54	7,510.84	90,130.04	43.3318
4108	Executive Assistant	TTSSEA	A	2,728.29	5,911.30	70,935.54	34.1036
			B	2,864.70	6,206.85	74,482.20	35.8088
			C	3,007.94	6,517.20	78,206.44	37.5993
			D	3,158.34	6,843.07	82,116.84	39.4793
			E	3,316.25	7,185.21	86,222.50	41.4531
8108	Executive Assistant - Confidential	CONF	A	2,795.95	6,057.89	72,694.70	34.9494
			B	2,935.76	6,360.81	76,329.76	36.6970
			C	3,082.54	6,678.84	80,146.04	38.5318
			D	3,236.65	7,012.74	84,152.90	40.4581
			E	3,398.50	7,363.42	88,361.00	42.4813
2581	Executive Assistant to City Manager	CONF	A	3,193.16	6,918.51	83,022.16	39.9145
			B	3,352.81	7,264.42	87,173.06	41.9101
			C	3,520.45	7,627.64	91,531.70	44.0056
			D	3,696.48	8,009.04	96,108.48	46.2060
			E	3,881.29	8,409.46	100,913.54	48.5161
9635	Facility Attendant	LS	A				19.8000
			B				20.7900
			C				21.8300
			D				22.9200
			E				24.0700
3107	Financial Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3108	Financial Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
3404	Fleet Supervisor*	TMMBU	A	3,742.73	8,109.25	97,310.98	46.7841
			B	3,929.84	8,514.65	102,175.84	49.1230
			C	4,126.34	8,940.40	107,284.84	51.5793
			D	4,332.64	9,387.39	112,648.64	54.1580
			E	4,549.28	9,856.77	118,281.28	56.8660

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City of Tracy
Master Salary Schedule

Effective 07/16/2023

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3120	GIS Analyst *	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
4206	GIS Technician	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
3215	Homeless Services Manager*	TMMBU	A	4,615.45	10,000.14	120,001.70	57.6931
			B	4,846.22	10,500.14	126,001.72	60.5778
			C	5,088.54	10,941.84	131,302.04	63.6068
			D	5,342.96	11,576.41	138,916.96	66.7870
			E	5,610.10	12,155.22	145,862.60	70.1263
2511	Human Resources Analyst I*	CONF	A	3,327.51	7,209.61	86,515.26	41.5939
			B	3,493.89	7,570.10	90,841.14	43.6736
			C	3,668.57	7,948.57	95,382.82	45.8571
			D	3,852.00	8,346.00	100,152.00	48.1500
			E	4,044.60	8,763.30	105,159.60	50.5575
2512	Human Resources Analyst II*	CONF	A	3,826.53	8,290.82	99,489.78	47.8316
			B	4,017.86	8,705.36	104,464.36	50.2233
			C	4,218.74	9,140.60	109,687.24	52.7343
			D	4,429.70	9,597.68	115,172.20	55.3713
			E	4,651.19	10,077.58	120,930.94	58.1399
2562	Human Resources Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
4301	Human Resources Technician	CONF	A	2,839.20	6,151.60	73,819.20	35.4900
			B	2,981.16	6,459.18	77,510.16	37.2645
			C	3,130.22	6,782.14	81,385.72	39.1278
			D	3,286.74	7,121.27	85,455.24	41.0843
			E	3,451.07	7,477.32	89,727.82	43.1384
4204	Information Systems Technician I	TTSSEA	A	2,628.40	5,694.87	68,338.40	32.8550
			B	2,759.82	5,979.61	71,755.32	34.4978
			C	2,897.82	6,278.61	75,343.32	36.2228
			D	3,042.71	6,592.54	79,110.46	38.0339
			E	3,194.85	6,922.18	83,066.10	39.9356
4205	Information Systems Technician II	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
2553	Information Technology Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989

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City of Tracy
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3111	Information Technology Specialist*	TMMBU	A	3,627.19	7,858.91	94,306.94	45.3399
			B	3,808.57	8,251.90	99,022.82	47.6071
			C	3,998.99	8,664.48	103,973.74	49.9874
			D	4,198.92	9,097.66	109,171.92	52.4865
			E	4,408.87	9,552.55	114,630.62	55.1109
5413	Instrumentation Technician	TEAMSTERS	A	3,283.44	7,114.12	85,369.44	41.0430
			B	3,447.62	7,469.84	89,638.12	43.0953
			C	3,620.01	7,843.36	94,120.26	45.2501
			D	3,800.99	8,235.48	98,825.74	47.5124
			E	3,991.04	8,647.25	103,767.04	49.8880
9108	Intern-Generalist	LS	A				20.5500
			B				21.5800
			C				22.6600
			D				23.7900
			E				24.9800
5224	Junior Engineer	TEAMSTERS	A	3,421.18	7,412.56	88,950.68	42.7648
			B	3,592.25	7,783.21	93,398.50	44.9031
			C	3,771.84	8,172.32	98,067.84	47.1480
			D	3,960.44	8,580.95	102,971.44	49.5055
			E	4,158.47	9,010.02	108,120.22	51.9809
5423	Laboratory Quality Assurance Officer*	TMMBU	A	3,103.48	6,724.21	80,690.48	38.7935
			B	3,258.68	7,060.47	84,725.68	40.7335
			C	3,421.60	7,413.47	88,961.60	42.7700
			D	3,592.67	7,784.12	93,409.42	44.9084
			E	3,772.32	8,173.36	98,080.32	47.1540
5421	Laboratory Technician I	TEAMSTERS	A	2,554.24	5,534.19	66,410.24	31.9280
			B	2,681.92	5,810.83	69,729.92	33.5240
			C	2,816.05	6,101.44	73,217.30	35.2006
			D	2,956.84	6,406.49	76,877.84	36.9605
			E	3,104.67	6,726.79	80,721.42	38.8084
5422	Laboratory Technician II	TEAMSTERS	A	2,815.99	6,101.31	73,215.74	35.1999
			B	2,956.79	6,406.38	76,876.54	36.9599
			C	3,104.63	6,726.70	80,720.38	38.8079
			D	3,259.85	7,063.01	84,756.10	40.7481
			E	3,422.84	7,416.15	88,993.84	42.7855
3508	Landscape Architect*	TMMBU	A	4,107.34	8,899.24	106,790.84	51.3418
			B	4,312.69	9,344.16	112,129.94	53.9086
			C	4,528.32	9,811.36	117,736.32	56.6040
			D	4,754.74	10,301.94	123,623.24	59.4343
			E	4,992.50	10,817.08	129,805.00	62.4063
4109	Legal Secretary	CONF	A	3,049.63	6,607.53	79,290.38	38.1204
			B	3,202.10	6,937.88	83,254.60	40.0263
			C	3,362.22	7,284.81	87,417.72	42.0278
			D	3,530.33	7,649.05	91,788.58	44.1291
			E	3,706.85	8,031.51	96,378.10	46.3356
9636	Lifeguard	LS	A				15.5000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300

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City of Tracy
Master Salary Schedule

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9303	Maintenance Aide	LS	A				17.4500
			B				18.3200
			C				19.2300
			D				20.1900
			E				21.2000
5301	Maintenance Worker I	TEAMSTERS	A	1,903.97	4,125.27	49,503.22	23.7996
			B	1,999.18	4,331.56	51,978.68	24.9898
			C	2,099.12	4,548.09	54,577.12	26.2390
			D	2,204.08	4,775.51	57,306.08	27.5510
			E	2,314.29	5,014.30	60,171.54	28.9286
5303	Maintenance Worker II	TEAMSTERS	A	2,418.40	5,239.87	62,878.40	30.2300
			B	2,539.32	5,501.86	66,022.32	31.7415
			C	2,666.27	5,776.92	69,323.02	33.3284
			D	2,799.58	6,065.76	72,789.08	34.9948
			E	2,939.56	6,369.05	76,428.56	36.7445
3151	Management Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3152	Management Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
4463	Marketing Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
1101	Mayor*			521.08	1,129.00	13,548.00	
3527	Media Services Supervisor	TMMBU Non-Exempt	A	3,206.16	6,946.68	83,360.16	40.0770
			B	3,366.48	7,294.04	87,528.48	42.0810
			C	3,534.79	7,658.71	91,904.54	44.1849
			D	3,711.54	8,041.67	96,500.04	46.3943
			E	3,897.13	8,443.78	101,325.38	48.7141
5531	Meter Reader	TEAMSTERS	A	1,649.76	3,574.48	42,893.76	20.6220
			B	1,732.24	3,753.19	45,038.24	21.6530
			C	1,818.85	3,940.84	47,290.10	22.7356
			D	1,909.78	4,137.86	49,654.28	23.8723
			E	2,005.28	4,344.77	52,137.28	25.0660
4212	Multimedia Communications Assistant	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Effective 07/16/2023

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4210	Multimedia Communications Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
4105	Office Assistant	TTSSEA	A	1,836.46	3,979.00	47,747.96	22.9558
			B	1,928.27	4,177.92	50,135.02	24.1034
			C	2,024.70	4,386.85	52,642.20	25.3088
			D	2,125.94	4,606.20	55,274.44	26.5743
			E	2,232.24	4,836.52	58,038.24	27.9030
3401	Operations Superintendent*	TMMBU	A	4,314.98	9,349.12	112,189.48	53.9373
			B	4,530.73	9,816.58	117,798.98	56.6341
			C	4,757.27	10,307.42	123,689.02	59.4659
			D	4,995.14	10,822.80	129,873.64	62.4393
			E	5,244.88	11,363.91	136,366.88	65.5610
3405	Operations Supervisor*	TMMBU	A	3,595.32	7,789.86	93,478.32	44.9415
			B	3,775.07	8,179.32	98,151.82	47.1884
			C	3,963.82	8,588.28	103,059.32	49.5478
			D	4,162.00	9,017.67	108,212.00	52.0250
			E	4,370.10	9,468.55	113,622.60	54.6263
1107	Parks Commissioner	Stipend of $50.00 per meeting					
3509	Parks Planning & Development Manager*	TMMBU	A	4,518.06	9,789.13	117,469.56	56.4758
			B	4,743.96	10,278.58	123,342.96	59.2995
			C	4,981.15	10,792.49	129,509.90	62.2644
			D	5,230.22	11,332.14	135,985.72	65.3778
			E	5,491.75	11,898.79	142,785.50	68.6469
3507	Parks Project Coordinator*	TMMBU	A	3,571.07	7,737.32	92,847.82	44.6384
			B	3,749.63	8,124.20	97,490.38	46.8704
			C	3,937.12	8,530.43	102,365.12	49.2140
			D	4,133.98	8,956.96	107,483.48	51.6748
			E	4,340.67	9,404.79	112,857.42	54.2584
3306	Plan Check Engineer*	TMMBU	A	5,000.39	10,834.18	130,010.14	62.5049
			B	5,250.40	11,375.87	136,510.40	65.6300
			C	5,512.93	11,944.68	143,336.18	68.9116
			D	5,788.58	12,541.92	150,503.08	72.3573
			E	6,078.01	13,169.02	158,028.26	75.9751
5214	Plan Examiner I	TEAMSTERS	A	3,438.34	7,449.74	89,396.84	42.9793
			B	3,610.30	7,822.32	93,867.80	45.1288
			C	3,790.80	8,213.40	98,560.80	47.3850
			D	3,980.32	8,624.03	103,488.32	49.7540
			E	4,179.36	9,055.28	108,663.36	52.2420
5215	Plan Examiner II	TEAMSTERS	A	3,790.86	8,213.53	98,562.36	47.3858
			B	3,980.44	8,624.29	103,491.44	49.7555
			C	4,179.44	9,055.45	108,665.44	52.2430
			D	4,388.41	9,508.22	114,098.66	54.8551
			E	4,607.86	9,983.70	119,804.36	57.5983
1106	Planning Commissioner	Stipend of $50.00 per meeting					

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City of Tracy
Master Salary Schedule

Effective 07/16/2023

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4506	Planning Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
6212	Police Captain*	TPMA	A	6,702.59	14,522.28	174,267.34	83.7824
			B	7,037.73	15,248.42	182,980.98	87.9716
			C	7,389.60	16,010.80	192,129.60	92.3700
			D	7,759.07	16,811.32	201,735.82	96.9884
			E	8,147.08	17,652.01	211,824.08	101.8385
1513	Police Chief*	DH	Min	8,092.43	17,533.60	210,403.16	101.1554
			Max	9,836.43	21,312.27	255,747.28	122.9554
4603	Police Community Relations Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
6103	Police Corporal	TPOA	A	3,864.76	8,373.65	100,483.76	48.3095
			B	4,058.01	8,792.36	105,508.26	50.7251
			C	4,260.91	9,231.97	110,783.66	53.2614
			D	4,473.97	9,693.60	116,323.22	55.9246
			E	4,697.67	10,178.29	122,139.42	58.7209
4604	Police Homeless Outreach Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
9501	Police Intern/Parking Enforcement Officer	LS	A				19.5000
			B				20.4800
			C				21.5000
			D				22.5700
			E				23.7000
6211	Police Lieutenant*	TPMA	A	5,800.93	12,568.68	150,824.18	72.5116
			B	6,090.98	13,197.12	158,365.48	76.1373
			C	6,395.53	13,856.98	166,283.78	79.9441
			D	6,715.30	14,549.82	174,597.80	83.9413
			E	7,051.06	15,277.30	183,327.56	88.1383
6102	Police Officer	TPOA	A	3,513.42	7,612.41	91,348.92	43.9178
			B	3,689.09	7,993.03	95,916.34	46.1136
			C	3,873.55	8,392.69	100,712.30	48.4194
			D	4,067.25	8,812.38	105,748.50	50.8406
			E	4,270.61	9,252.99	111,035.86	53.3826
9517	Police Range Master	LS	A				31.1700
			B				32.7300
			C				34.3600
			D				36.0800
			E				37.8800

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City of Tracy
Master Salary Schedule

Effective 07/16/2023

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4103	Police Records Assistant I	TTSSEA	A	2,276.59	4,932.61	59,191.34	28.4574
			B	2,390.43	5,179.27	62,151.18	29.8804
			C	2,509.96	5,438.25	65,258.96	31.3745
			D	2,635.43	5,710.10	68,521.18	32.9429
			E	2,767.21	5,995.62	71,947.46	34.5901
4104	Police Records Assistant II	TTSSEA	A	2,509.92	5,438.16	65,257.92	31.3740
			B	2,635.43	5,710.10	68,521.18	32.9429
			C	2,767.17	5,995.54	71,946.42	34.5896
			D	2,905.53	6,295.32	75,543.78	36.3191
			E	3,050.82	6,610.11	79,321.32	38.1353
3626	Police Records Supervisor*	TMMBU	A	3,263.13	7,070.12	84,841.38	40.7891
			B	3,426.30	7,423.65	89,083.80	42.8288
			C	3,597.60	7,794.80	93,537.60	44.9700
			D	3,777.49	8,184.56	98,214.74	47.2186
			E	3,966.35	8,593.76	103,125.10	49.5794
9551	Police Reserve	LS	A				40.5500
6105	Police Sergeant	TPOA	A	4,252.93	9,214.68	110,576.18	53.1616
			B	4,465.60	9,675.47	116,105.60	55.8200
			C	4,688.89	10,159.26	121,911.14	58.6111
			D	4,923.33	10,667.22	128,006.58	61.5416
			E	5,169.49	11,200.56	134,406.74	64.6186
2712	Police Support Operations Manager*	CONF	A	5,795.56	12,557.05	150,684.56	72.4445
			B	6,085.34	13,184.90	158,218.84	76.0668
			C	6,389.59	13,844.11	166,129.34	79.8699
			D	6,709.07	14,536.32	174,435.82	83.8634
			E	7,044.53	15,263.15	183,157.78	88.0566
4701	Police Support Services Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
6101	Police Trainee (Non-Sworn)	TPOA	A	3,055.05	6,619.28	79,431.30	38.1881
9638	Pool Manager	LS	A				21.3100
			B				22.3800
			C				23.4900
			D				24.6700
			E				25.9000
9533	Professional Standards Officer	LS	A				51.9500
			B				54.5500
			C				57.2800
			D				60.1400
			E				63.1500
9110	Program Assistant	LS	Min				15.5000
			Max				25.8200
9231	Project Specialist I	LS	Min				15.5000
			Max				50.0100
9232	Project Specialist II	LS	Min				50.0200
			Max				140.9900

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City of Tracy
Master Salary Schedule

Effective 07/16/2023

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5518	Property and Evidence Technician	TEAMSTERS	A	2,455.21	5,319.62	63,835.46	30.6901
			B	2,577.96	5,585.58	67,026.96	32.2245
			C	2,706.87	5,864.89	70,378.62	33.8359
			D	2,842.21	6,158.12	73,897.46	35.5276
			E	2,984.31	6,466.01	77,592.06	37.3039
2585	Public Information Officer*	CONF	A	3,826.53	8,290.82	99,489.78	47.8316
			B	4,017.86	8,705.36	104,464.36	50.2233
			C	4,218.74	9,140.60	109,687.24	52.7343
			D	4,429.70	9,597.68	115,172.20	55.3713
			E	4,651.19	10,077.58	120,930.94	58.1399
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,786.70	8,204.52	98,454.20	47.3338
			B	3,976.03	8,614.73	103,376.78	49.7004
			C	4,174.85	9,045.51	108,546.10	52.1856
			D	4,383.58	9,497.76	113,973.08	54.7948
			E	4,602.77	9,972.67	119,672.02	57.5346
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,836.48	6,145.71	73,748.48	35.4560
			B	2,978.29	6,452.96	77,435.54	37.2286
			C	3,127.20	6,775.60	81,307.20	39.0900
			D	3,283.56	7,114.38	85,372.56	41.0445
			E	3,447.76	7,470.15	89,641.76	43.0970
5503	Public Safety Dispatcher II	TEAMSTERS	A	3,120.87	6,761.89	81,142.62	39.0109
			B	3,276.90	7,099.95	85,199.40	40.9613
			C	3,440.75	7,454.96	89,459.50	43.0094
			D	3,612.78	7,827.69	93,932.28	45.1598
			E	3,793.43	8,219.10	98,629.18	47.4179
9512	Public Safety Dispatcher II - Per Diem	LS	A				33.1100
			B				34.7700
			C				36.5100
			D				38.3300
			E				40.2500
3214	Real Property Agent*	TMMBU	A	3,571.07	7,737.32	92,847.82	44.6384
			B	3,749.63	8,124.20	97,490.38	46.8704
			C	3,937.12	8,530.43	102,365.12	49.2140
			D	4,133.98	8,956.96	107,483.48	51.6748
			E	4,340.67	9,404.79	112,857.42	54.2584
9631	Recreation Leader I	LS	A				15.5000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
9632	Recreation Leader II	LS	A				18.7900
			B				19.7300
			C				20.7200
			D				21.7500
			E				22.8400
9633	Recreation Leader III	LS	A				21.3100
			B				22.3800
			C				23.4900
			D				24.6900
			E				25.9000

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City of Tracy
Master Salary Schedule

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4401	Recreation Program Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3513	Recreation Services Manager*	TMMBU	A	4,248.32	9,204.69	110,456.32	53.1040
			B	4,460.76	9,664.98	115,979.76	55.7595
			C	4,683.79	10,148.21	121,778.54	58.5474
			D	4,917.99	10,655.65	127,867.74	61.4749
			E	5,163.88	11,188.41	134,260.88	64.5485
3505	Recreation Services Supervisor*	TMMBU	A	3,862.13	8,367.95	100,415.38	48.2766
			B	4,055.24	8,786.35	105,436.24	50.6905
			C	4,258.01	9,225.69	110,708.26	53.2251
			D	4,470.90	9,686.95	116,243.40	55.8863
			E	4,694.44	10,171.29	122,055.44	58.6805
9626	Recreation Specialized Instructor	LS	Min				15.5000
			Max				53.2100
4113	Senior Account Clerk	TTSSEA	A	2,483.08	5,380.01	64,560.08	31.0385
			B	2,607.23	5,649.00	67,787.98	32.5904
			C	2,737.60	5,931.47	71,177.60	34.2200
			D	2,874.48	6,228.04	74,736.48	35.9310
			E	3,018.19	6,539.41	78,472.94	37.7274
3105	Senior Accountant*	TMMBU	A	4,013.46	8,695.83	104,349.96	50.1683
			B	4,214.15	9,130.66	109,567.90	52.6769
			C	4,424.85	9,587.18	115,046.10	55.3106
			D	4,646.10	10,066.55	120,798.60	58.0796
			E	4,878.41	10,569.89	126,838.66	60.9801
4202	Senior Accounting Technician	TTSSEA	A	3,219.81	6,976.26	83,715.06	40.2476
			B	3,380.81	7,325.09	87,901.06	42.2601
			C	3,549.86	7,691.36	92,296.36	44.3733
			D	3,727.36	8,075.95	96,911.36	46.5920
			E	3,913.74	8,479.77	101,757.24	48.9218
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,845.55	6,165.36	73,984.30	35.5694
			B	2,987.81	6,473.59	77,683.06	37.3476
			C	3,137.19	6,797.25	81,566.94	39.2149
			D	3,294.07	7,137.15	85,645.82	41.1759
			E	3,458.79	7,494.05	89,928.54	43.2349
3304	Senior Civil Engineer*	TMMBU	A	5,000.52	10,834.46	130,013.52	62.5065
			B	5,250.54	11,376.17	136,514.04	65.6318
			C	5,513.08	11,945.01	143,340.08	68.9135
			D	5,788.73	12,542.25	150,506.98	72.3591
			E	6,078.17	13,169.37	158,032.42	75.9771
5315	Senior Equipment Mechanic	TEAMSTERS	A	3,137.15	6,797.16	81,565.90	39.2144
			B	3,293.99	7,136.98	85,643.74	41.1749
			C	3,458.69	7,493.83	89,925.94	43.2336
			D	3,631.62	7,868.51	94,422.12	45.3953
			E	3,813.20	8,261.93	99,143.20	47.6650

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City of Tracy
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4208	Senior Information Systems Technician	TTSSEA	A	3,324.91	7,203.97	86,447.66	41.5614
			B	3,491.16	7,564.18	90,770.16	43.6395
			C	3,665.72	7,942.39	95,308.72	45.8215
			D	3,849.01	8,339.52	100,074.26	48.1126
			E	4,041.45	8,756.48	105,077.70	50.5181
9637	Senior Lifeguard	LS	A				18.7900
			B				19.7300
			C				20.7200
			D				21.7500
			E				22.8400
5305	Senior Maintenance Worker	TEAMSTERS	A	2,662.40	5,768.53	69,222.40	33.2800
			B	2,795.50	6,056.92	72,683.00	34.9438
			C	2,935.25	6,359.77	76,317.28	36.6910
			D	3,082.05	6,677.78	80,133.30	38.5256
			E	3,236.14	7,011.64	84,139.64	40.4518
3203	Senior Planner*	TMMBU	A	4,286.61	9,287.66	111,451.86	53.5826
			B	4,500.94	9,752.04	117,024.44	56.2618
			C	4,726.00	10,239.67	122,876.00	59.0750
			D	4,962.30	10,751.65	129,019.80	62.0288
			E	5,210.41	11,289.22	135,470.66	65.1301
4410	Senior Police Records Assistant	TTSSEA	A	2,767.22	5,995.64	71,947.72	34.5903
			B	2,905.61	6,295.49	75,545.86	36.3201
			C	3,050.85	6,610.18	79,322.10	38.1356
			D	3,203.40	6,940.70	83,288.40	40.0425
			E	3,363.56	7,287.71	87,452.56	42.0445
5520	Senior Property & Evidence Technician	TEAMSTERS	A	2,700.72	5,851.56	70,218.72	33.7590
			B	2,835.76	6,144.15	73,729.76	35.4470
			C	2,977.55	6,451.36	77,416.30	37.2194
			D	3,126.42	6,773.91	81,286.92	39.0803
			E	3,282.74	7,112.60	85,351.24	41.0343
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,440.60	7,454.63	89,455.60	43.0075
			B	3,612.64	7,827.39	93,928.64	45.1580
			C	3,793.26	8,218.73	98,624.76	47.4158
			D	3,982.93	8,629.68	103,556.18	49.7866
			E	4,182.10	9,061.22	108,734.60	52.2763
5356	Senior Utilities Worker	TEAMSTERS	A	2,796.02	6,058.04	72,696.52	34.9503
			B	2,935.69	6,360.66	76,327.94	36.6961
			C	3,082.40	6,678.53	80,142.40	38.5300
			D	3,236.99	7,013.48	84,161.74	40.4624
			E	3,397.75	7,361.79	88,341.50	42.4719
3343	Supervising Building Inspector*	TMMBU	A	4,107.34	8,899.24	106,790.84	51.3418
			B	4,312.69	9,344.16	112,129.94	53.9086
			C	4,528.32	9,811.36	117,736.32	56.6040
			D	4,754.74	10,301.94	123,623.24	59.4343
			E	4,992.50	10,817.08	129,805.00	62.4063
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A	4,000.37	8,667.47	104,009.62	50.0046
			B	4,200.38	9,100.82	109,209.88	52.5048
			C	4,410.40	9,555.87	114,670.40	55.1300
			D	4,630.91	10,033.64	120,403.66	57.8864
			E	4,862.46	10,535.33	126,423.96	60.7807

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Effective 07/16/2023

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3117	System Administrator*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
9361	Theatre Technician	LS	A				29.7100
			B				31.1900
			C				32.7500
			D				34.3900
			E				36.1100
4420	Transit Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3515	Transit Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
1109	Transportation Commissioner	Stipend of $50.00 per meeting					
3424	Utilities Laboratory Superintendent*	TMMBU	A	4,314.98	9,349.12	112,189.48	53.9373
			B	4,530.73	9,816.58	117,798.98	56.6341
			C	4,757.27	10,307.42	123,689.02	59.4659
			D	4,995.14	10,822.80	129,873.64	62.4393
			E	5,244.88	11,363.91	136,366.88	65.5610
5350	Utilities Worker I	TEAMSTERS	A	1,998.42	4,329.91	51,958.92	24.9803
			B	2,098.57	4,546.90	54,562.82	26.2321
			C	2,203.09	4,773.36	57,280.34	27.5386
			D	2,313.77	5,013.17	60,158.02	28.9221
			E	2,430.60	5,266.30	63,195.60	30.3825
5353	Utilities Worker II	TEAMSTERS	A	2,538.65	5,500.41	66,004.90	31.7331
			B	2,666.03	5,776.40	69,316.78	33.3254
			C	2,798.66	6,063.76	72,765.16	34.9833
			D	2,939.20	6,368.27	76,419.20	36.7400
			E	3,085.90	6,686.12	80,233.40	38.5738
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,396.39	9,525.51	114,306.14	54.9549
			B	4,616.19	10,001.75	120,020.94	57.7024
			C	4,847.01	10,501.86	126,022.26	60.5876
			D	5,089.35	11,026.93	132,323.10	63.6169
			E	5,343.82	11,578.28	138,939.32	66.7978
3423	Utility Maintenance Superintendent*	TMMBU	A	4,477.76	9,701.81	116,421.76	55.9720
			B	4,701.64	10,186.89	122,242.64	58.7705
			C	4,936.72	10,696.23	128,354.72	61.7090
			D	5,183.56	11,231.05	134,772.56	64.7945
			E	5,442.73	11,792.58	141,510.98	68.0341

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City of Tracy
Master Salary Schedule

Effective 07/16/2023

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5411	Utility Mechanic I	TEAMSTERS	A	2,990.82	6,480.11	77,761.32	37.3853
			B	3,140.36	6,804.11	81,649.36	39.2545
			C	3,297.37	7,144.30	85,731.62	41.2171
			D	3,462.24	7,501.52	90,018.24	43.2780
			E	3,635.34	7,876.57	94,518.84	45.4418
5412	Utility Mechanic II	TEAMSTERS	A	3,295.48	7,140.21	85,682.48	41.1935
			B	3,460.26	7,497.23	89,966.76	43.2533
			C	3,633.27	7,872.09	94,465.02	45.4159
			D	3,814.94	8,265.70	99,188.44	47.6868
			E	4,005.69	8,679.00	104,147.94	50.0711
5404	Utility Operator	TEAMSTERS	A	4,032.24	8,736.52	104,838.24	50.4030
			B	4,233.81	9,173.26	110,079.06	52.9226
			C	4,445.51	9,631.94	115,583.26	55.5689
			D	4,667.80	10,113.57	121,362.80	58.3475
			E	4,901.18	10,619.22	127,430.68	61.2648
3422	Wastewater Operations Superintendent*	TMMBU	A	4,477.76	9,701.81	116,421.76	55.9720
			B	4,701.64	10,186.89	122,242.64	58.7705
			C	4,936.72	10,696.23	128,354.72	61.7090
			D	5,183.56	11,231.05	134,772.56	64.7945
			E	5,442.73	11,792.58	141,510.98	68.0341
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,834.55	6,141.53	73,698.30	35.4319
			B	2,976.27	6,448.59	77,383.02	37.2034
			C	3,125.08	6,771.01	81,252.08	39.0635
			D	3,281.34	7,109.57	85,314.84	41.0168
			E	3,445.42	7,465.08	89,580.92	43.0678
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	3,125.18	6,771.22	81,254.68	39.0648
			B	3,281.41	7,109.72	85,316.66	41.0176
			C	3,445.48	7,465.21	89,582.48	43.0685
			D	3,617.78	7,838.52	94,062.28	45.2223
			E	3,798.68	8,230.47	98,765.68	47.4835
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,439.17	7,451.54	89,418.42	42.9896
			B	3,611.08	7,824.01	93,888.08	45.1385
			C	3,791.65	8,215.24	98,582.90	47.3956
			D	3,981.26	8,626.06	103,512.76	49.7658
			E	4,180.31	9,057.34	108,688.06	52.2539
3421	Water Operations Superintendent*	TMMBU	A	4,439.03	9,617.90	115,414.78	55.4879
			B	4,660.97	10,098.77	121,185.22	58.2621
			C	4,894.03	10,603.73	127,244.78	61.1754
			D	5,138.72	11,133.89	133,606.72	64.2340
			E	5,395.65	11,690.58	140,286.90	67.4456
9351	Water Patrol Aide	LS	A				17.7000
			B				18.5900
			C				19.5100
			D				20.4900
			E				21.5100
3415	Water Resources and Compliance Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011

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City of Tracy
Master Salary Schedule

Effective 07/16/2023

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5401	Water Treatment Plant Operator I	TEAMSTERS	A	3,020.00	6,543.33	78,520.00	37.7500
			B	3,171.00	6,870.50	82,446.00	39.6375
			C	3,329.55	7,214.03	86,568.30	41.6194
			D	3,496.02	7,574.71	90,896.52	43.7003
			E	3,670.81	7,953.42	95,441.06	45.8851
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,329.63	7,214.20	86,570.38	41.6204
			B	3,496.12	7,574.93	90,899.12	43.7015
			C	3,670.93	7,953.68	95,444.18	45.8866
			D	3,854.45	8,351.31	100,215.70	48.1806
			E	4,047.18	8,768.89	105,226.68	50.5898
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,664.15	7,938.99	95,267.90	45.8019
			B	3,847.36	8,335.95	100,031.36	48.0920
			C	4,039.74	8,752.77	105,033.24	50.4968
			D	4,241.72	9,190.39	110,284.72	53.0215
			E	4,453.80	9,649.90	115,798.80	55.6725

Employees marked with an * (asterisk) are salaried

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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1) APPROVING THE MOU BETWEEN THE CITY OF TRACY AND TRACY GENERAL TEAMSTERS LOCAL NO. 439, IBT, 2) APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION, AND 3) AUTHORIZING AN AMENDMENT OF THE CITY'S MASTER SALARY SCHEDULE TO REFLECT THE TERMS OF THE MOUS

WHEREAS, The Memorandum of Understanding (MOU) between the City of Tracy and the Tracy General Teamsters Local No. 439, IBT (Teamsters) expired on June 30, 2023; and

WHEREAS, The Memorandum of Understanding (MOU) between the City of Tracy and the Tracy Technical and Support Services Employee Association (TTSSEA) expired on June 30, 2023; and

WHEREAS, Representatives from the City and the Tracy General Teamsters Local No. 439, IBT (Teamsters) and Tracy Technical and Support Services Employee Association (TTSSEA) have met and conferred in good faith to negotiate a successor MOU; and

WHEREAS, City of Tracy and Tracy General Teamsters Local No. 439, IBT agree on the terms of the successor MOUs covering the period of July 1, 2023 through June 30, 2025; and

WHEREAS, City of Tracy and Tracy Technical and Support Services Employee Association agree on the terms of the successor MOUs covering the period of July 1, 2023 through June 30, 2025; and

WHEREAS, Tracy General Teamsters Local No. 439, IBT and Tracy Technical and Support Services Employee Association have ratified the terms of the successor Memorandum of Understanding covering the period of July 1, 2023 through June 30, 2025; now, therefore, be it

RESOLVED: That the City Council and the City of Tracy hereby approves a new Memorandum of Understanding between the City of Tracy and Tracy General Teamsters Local No. 439, IBT for the period of July 1, 2023 through June 30, 2025; and be it further

RESOLVED: That the City Council and the City of Tracy hereby approves a new Memorandum of Understanding between the City of Tracy and Tracy Technical and Support Services Employee Association for the period of July 1, 2023 through June 30, 2025; and be it further

RESOLVED: That the City Council implements the provisions of the MOUs and actions approved by this Resolution; and be it further

RESOLVED: That the City Council authorizes amendments to the City's Master Salary Schedule, to reflect the terms of the new MOUs.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on July 5th, 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 1.K

RECOMMENDATION

Staff recommends that the City Council adopt a separate resolution approving a Professional Services Agreement, for an initial term of one year, with an administrative option to extend annually, for an additional two years, to provide On-Call Plan Check and Inspection Services, with the following consultants and not-to-exceed amounts:
1) Structech Engineering for a not-to-exceed amount of $350,000 annually (total not-to-exceed amount of $1,050,000);
2) 4leaf, Inc. for a not-to-exceed amount of $800,000 annually (total not-to-exceed amount of $2,400,000);
3) Bureau Veritas for a not-to-exceed amount of $600,000 annually (total not-to-exceed amount of $1,800,000);
4) True North Compliance Services for a not-to-exceed amount of $450,000 annually (total not-to-exceed amount of $1,350,000); and
5) NV5 for a not-to-exceed amount of $300,000 annually (total not-to-exceed amount of $900,000).

EXECUTIVE SUMMARY

This agenda item, with City Council approval, will approve Professional Services Agreements (PSAs) with five consultants that were selected through a competitive process to provide plan check and inspection services to the City on an on-call basis. The five consultants are: Structech Engineering, 4Leaf, Inc., Bureau Veritas, True North Compliance Services, and NV5. Each PSA will have an initial term of one year and will include an administrative option for the City to extend, annually, for an additional two years. The PSAs will be in differing not-to-exceed annual amounts of $350,000, $800,000, $600,000, $450,000, and $300,000, respectively. The funding for these consultant services will be through existing budget authority, as granted by the City Council through the budget approval process. Through this process, the City Council approves an anticipated, estimated amount of funds anticipated to be collected through the plan review and inspection fees set forth in the City's Master Fee Schedule. Expenses not covered by such fees are appropriated General Fund amounts through the budget process and adjusted as needed throughout the fiscal year.

Due to the workload in the Building Division, staff is recommending that consultants be retained to provide professional services assisting with the completion of building permit plan reviews and inspections.

BACKGROUND AND LEGISLATIVE HISTORY

The Development Services Department's current plan review and inspection workload involves over 4,000 plan reviews annually and over 36,000 inspections annually. These plan reviews and inspections help ensure that each building project conforms to State-mandated construction codes. Some of the plan reviews require specialized professional services which City staff either does not possess or requires augmentation, including services such as structural engineering reviews and plan reviews for alternate means and methods of construction. On-call professional services will allow staff to keep up with the demand of delivering project reviews in the Building Division in a timely fashion.

Based on this demand, the City issued a Request for Proposals (RFP) for On-Call Plan Review and/or Inspection Services on March 29, 2023, in which proposers had the ability to select which specific services, either plan review, inspections, or both, they were interested in providing. On April 14, 2023, nine proposals were submitted to the City for this RFP. From this RFP, five "on-call" consultants were selected to provide at least one of the two services requested by the City.

Currently, the Building Division has four full-time staff positions responsible for plan reviews, and eight staff positions for inspections. In past years (2017 and 2020) the City Council has approved similar agreements enabling the Building Division to provide timely customer service.

ANALYSIS

The Development Services Department's current plan review and inspection workload involves over 4,000 plan reviews annually and over 36,000 inspections annually. These plan reviews and inspections help ensure that each building project conforms to State-mandated construction codes. Some of the plan reviews require specialized professional services which City staff either does not possess or requires augmentation, including services such as structural engineering reviews and plan reviews for alternate means and methods of construction. On-call professional services will allow staff to keep up with the demand of delivering project reviews in the Building Division in a timely fashion.

Building plan reviews can require specialized professional technical services that City design staff are either not licensed to perform and/or do not have the capacity to take on, such as structural engineering reviews. On-call services allow staff to have streamlined access to the specific type of design and technical support services needed to move building permit reviews towards completion. The on-call consultants have the ability to complete portions of plan review work or entire building permit reviews, perform studies and provide analysis and/or inspections depending on the specific project or Department needs.

Additionally, the demand for residential and industrial development within the City is growing. There is a significant sense of urgency to procure these on-call services, especially to keep development plan reviews and inspections on schedule, which include many small-scale, infill projects downtown, as well as for business developing in newer areas of the City. The approval of these on-call professional services will allow staff to manage current workload capacity to keep up with the demand of delivering high quality services in a timely fashion.

After negotiations between the City and the consultants, the parties reached an agreement for the performance of services and those services are in accordance with the terms set forth in the PSAs, with a not-to-exceed amounts per calendar year. The initial term of each PSA is set to begin on July 1, 2023 and expire on June 30, 2024. Each agreement allows the City Manager to extend the initial term, on an annual basis, following a written determination that the consultant has satisfactorily met all the requirements of the PSA, and further, subject to annual budgetary appropriation by the City Council, through the budget approval process, allowing such annual extensions. Once these on-call agreements are fully executed, staff will engage each consultant on an as-needed basis by requesting a proposal for a specific scope of work, timeline, and fee based on the needs at that time.

CEQA DETERMINATION

The proposed on-call agreements are for procurement of plan check and inspection services which the City must perform as a regulatory body, for already approved projects that have, separately, satisfied environmental review requirements under the California Environmental Quality Act. This action will not result in any physical changes in the environment that have not already been considered in those separate approvals and, therefore is not considered a project as defined by Section 21065 of the Public Resources Code.

FISCAL IMPACT

Each PSA has an initial term of one year and is within the current budgetary authority granted by the City Council to the City Manager, pursuant to the budget approval process. This budgetary authority consists of approved budget appropriations as well as estimated plan-check fees and/or other fees per the City's Master Fee Schedule and the department's General Fund budget appropriation. Extensions to each PSA will be granted only subject to adequate budget appropriation to each such extension.

COORDINATION

Plan review services and inspection services require coordination with various City Departments and agencies, public clientele, most commonly the South San Joaquin County Fire Authority, San Joaquin County Public Health, and Public Utilities.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a separate resolution approving a professional services agreement, for an initial term of one year, with an administrative option to extend annually, for an additional two years, to provide on-call plan check and inspection services, with the following consultants and not-to-exceed amounts:

1) Structech Engineering for a not-to-exceed amount of $350,000 annually (total not-to-exceed amount of $1,050,000);
2) 4LEAF, Inc. for a not-to-exceed amount of $800,000 annually (total not-to-exceed amount of $2,400,000);
3) Bureau Veritas for a not-to-exceed amount of $600,000 annually (total not-to-exceed amount of $1,800,000);
4) True North Compliance Services for a not-to-exceed amount of $450,000 annually (total not-to-exceed amount of $1,350,000); and
5) NV5 for a not-to-exceed amount of $300,000 annually (total not-to-exceed amount of $900,000).

Prepared by: Chris Morgan, Chief Building Official

Reviewed by: Bill Dean, Assistant Director of Development Services
Sara Cowell, Director of Finance
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – On-Call Professional Service Agreement with Structech Engineering
Attachment B – On-Call Professional Service Agreement with 4Leaf, Inc.
Attachment C – On-Call Professional Service Agreement with Bureau Veritas
Attachment D – On-Call Professional Service Agreement with True North Compliance Services
Attachment E – On-Call Professional Service Agreement with NV5

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CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Structech Engineering for Building Plan Check On-Call Services

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

Recitals

A. City desires to retain Consultant to provide future Building Plan Check on-call services ("the Services"). City and Consultant will negotiate the scope of the Services, and Consultant will perform the Services upon the City issuing a Purchase Order.

B. On March 29, 2023, the City issued a Request for Proposals for the Services. On April 14, 2023, nine proposals were submitted to the City and five "on-call" consultants were selected. On July 5, 2023, City Council adopted Resolution No. _____ approving Structech, as an on-call consultant to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

C. City desires to retain Consultant to provide the Services on an on-call basis. City and Consultant will negotiate the scope of specific services prior to the commencement of any work, and Consultant will perform such agreed-upon services, only upon the City's issuance of a Purchase Order for each specific service.

D. This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on July 5, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Services. Upon request from City through a Purchase Order, Consultant shall provide City with the proposed scope of Services under this Agreement described in Exhibit "C" attached hereto and made a part hereof. City and Consultant may negotiate the Services to be provided under each proposed Purchase Order, and City may either accept or reject the Services. City may alter, change, or modify the Services at any time.

Consultant shall perform the Services as directed by specific Purchase Orders issued by the City. Consultant shall not perform Services until City issues a written Purchase Order for such Services. Purchase Orders may not be used to amend the language or the terms of this Agreement, nor to exceed the scope of Services under the Agreement. Assignment of the specific Services shall be authorized by the City's issuance of Purchase Orders in a format set forth in Exhibit A.

The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Hamid Pouya. Consultant shall not replace its Authorized Representative, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement in personnel or subcontractor/subconsultant.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar Services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the

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City may, in its sole and absolute discretion, allocate and/or delegate work relating to the Project to other consultants.

2. Time of Performance. Time is of the essence in the performance of the Services under this Agreement, and the period of performance shall be in accordance with the dates specified in the Purchase Order. No Purchase Order will include a period of performance beyond the expiration date of this Agreement. The timing requirements set forth in each Purchase Order shall be strictly adhered to unless otherwise modified in writing. Consultant shall begin performance, and shall complete all required Services, no later than the dates set forth in each individual Purchase Order. Any Services for which times for performance are not specified in each individual Purchase Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due under each Purchase Order. City shall grant or deny such requests at its sole discretion. Consultant's failure to strictly adhere to the timing requirements of each Purchase Order may result in termination of this Agreement by City.

2.1 Term. The term of this Agreement shall begin on July 1, 2023 and end on June 30, 2026, unless terminated for any reason, including a lack of appropriated funds to compensate for the Services provided under this Agreement, in accordance with Section 6. Any such termination of this Agreement due to failure of the City of Tracy Council to appropriate funds for payment for Services under this Agreement shall not be a breach of the Agreement. The terms and conditions of this Agreement shall remain effect and applicable to all Purchase Orders issued during the term of the Agreement.

2.1.1 Option to Extend. This Agreement may be extended on an annual basis, for an additional 3 years by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement, and subject to adequate budgetary authority as shall be determined by the City's Finance Director.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the Services, and that actual damages for inconvenience and loss from any delay in completion of the Services are extremely difficult or impossible to determine. The City and the Consultant further agree that the City shall assess liquidated damages as follows:

a) Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process;

b) Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit C;

c) Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

(1) For 1-2 days overdue, amount deducted from Consultant's plan review fees will be $100 for each day;

(2) For 3-5 days overdue, amount deducted from Consultant's plan review fees will be $300 each day;

(3) For 6+ days overdue, amount deducted will be $500 each day.

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The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement. Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for Services performed under this Agreement. City and Consultant will negotiate the time and price for each Purchase Order. No expenditures are authorized, and no Services shall commence, until the City has issued a Purchase Order.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $350,000.00 annually. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of the Services approved by the City through a Purchase Order. It is further understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Purchase Orders.

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

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

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

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

3.4 The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

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

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted

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by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

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

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

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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

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

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

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

6. Termination. The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all Services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is not an agent or employee of City. The manner and means of conducting the Services under this Agreement are under the control of Consultant, except to the extent they are limited by statute, rule, or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Services, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Services or to exercise a measure of control over Consultant shall only mean that Consultant shall follow the desires of City with respect to the results of the Services. Consultant is free

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to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

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

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

To City:
Christopher Morgan
Building Official
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Structech Engineering
Hamid Pouya
5632 Ravenna Court
San Jose, CA 95118

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

13. Miscellaneous.

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

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

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

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claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

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

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

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

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

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

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

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

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

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

13.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

13.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Consultant

DocuSigned by:
Hamid Pouya
CD7BD363DB38472...

By: Hamid Pouya
Title: President/Owner
Date: 6/29/2023 | 9:54 AM PDT

Federal Employer Tax ID No. 463-98-9266

Exhibits:

A	Purchase Order Template
B	Compensation (See Agreement section 3.)
C	Services

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EXHIBIT A – Purchase Order Template

Purchase Order

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BILL TO
314
DS Building Division
333 Civic Center Plaza
Tracy, CA 95376

Delivery must be made within doors of specified destination.

VENDOR

SHIP TO
DS Building Division
333 Civic Center Plaza
Tracy, CA 95376

Requisition Number	Date Ordered	Vendor Number	Date Required

Item #	Description/Part No	QTY	UOM	Unit Price	Extended Price

SAMPLE

By_____
Authorized Signature

Total Ext. Price	
PO Total	$

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EXHIBIT B – Compensation

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the CITY and Consultant will negotiate for an appropriate fee. Fees for Consultant's hourly services including expedited review services shall be as follows:

Non-Structural Plan Review $185 / Hr.
Structural Plan Review Only $225 / Hr.

LIQUIDATED DAMAGES

Consultant shall perform quality plan reviews. When Consultant omits a significant item or items in the completed plan review process, liquidated damages may be imposed upon the Consultant at the discretion of the CITY for up to 50% of the plan review fee charged to the permit applicant. Additionally, for every day that the plan review performed by the Consultant is tardy as determined by the time of performance schedule noted above, liquidated damages may be imposed upon the Consultant at the discretion of the CITY for up to 50% of the plan review fee charged to the permit applicant.

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EXHIBIT C

BUILDING AND FIRE DOCUMENT/PLAN REVIEW

SCOPE OF SERVICES

Consultant shall perform plan reviews as required by the CITY. Said plan reviews will range from small projects, such as a simple retaining wall which requires a structural plan review, to a complete commercial/industrial plan review based on the CITY's latest adopted and amended Tracy Municipal Codes and Title 24 California Building Codes, parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11 and 12 covering structural, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historical buildings.

PLAN PROCESSING REQUIREMENTS

All plans are submitted directly to the CITY. The CITY will transmit all plans and corresponding project documentation directly to the Consultant for review and approval. The CONSULTANT is required to develop and furnish the CITY's Building Official/Fire Code Official and applicant with a complete and legible written list of all corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittal and shall also provide notice to CITY as to when Consultant receives the resubmittal directly from the applicant, if such were to occur. When the plan check and recheck, processes are complete and the plans are deemed in full code compliance, the Consultant shall sign and stamp two sets of plans and corresponding documents. The stamp shall include the company identification, a mark "approved", and each page of both sets of plans must be so stamped. The Consultant shall then return all documents completely and appropriately assembled to the CITY. CITY shall not accept construction documents from Consultant that need to be sorted and/or assembled. Consultant shall complete the insertion of revisions to both sets of plans prior to submitting finalized construction documents to CITY. All reviewers performing accessibility review shall be currently certified as a CASp member. All other reviewers shall possess all necessary and current certifications required by state law to conduct such reviews.

TIME OF PERFORMANCE

The Consultant shall complete the initial plan review and return plans or corrections within seventeen working days from the date the plans are received by the Consultant. The CITY's Building Official/Fire Code Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, preconstruction, or site meetings with CITY staff and/or permit holders, designers or other interested parties. Also, Consultant shall provide field staff for inspection purposes on an as-needed basis.

PLAN CONVEYANCE

The CITY will deliver all plans and corresponding documents to be reviewed by Consultant to Consultant's office by electronic service or other delivery system. The Consultant shall return to the CITY all plans and corresponding documents by the same system at Consultant's expense.

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COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the CITY and Consultant will negotiate for an appropriate fee. Fees for Consultant's hourly services, including applicant requested expedited review services shall be as follows: Non-Structural Plan Review $185 / Hr. Structural Plan Review Only $225 / Hr.

LIQUIDATED DAMAGES

Consultant shall perform quality plan reviews. When Consultant omits a significant item or items in the completed plan review process, liquidated damages may be imposed upon the Consultant at the discretion of the CITY for up to 50% of the plan review fee charged to the permit applicant. Additionally, for every day that the plan review performed by the Consultant is tardy as determined by the time of performance schedule noted above, liquidated damages may be imposed upon the Consultant at the discretion of the CITY for up to 50% of the plan review fee charged to the permit applicant.

PROFESSIONAL SERVICE AGREEMENT TERM

This Professional Services Agreement shall commence on JULY 1, 2023, and terminate on JUNE 30, 2026, provided, however, that payment of any funds under this Agreement shall be subject to the City of Tracy City Council's annual appropriation of funds for the services provided under the Professional Services Agreement. In the event the City of Tracy City Council does not appropriate funds for the payment obligations under this Professional Services Agreement, this Agreement shall terminate. Any such termination of this Agreement due to failure of the City of Tracy City Council to appropriate funds for payment for services under this Agreement shall not be a breach of the Agreement. This Agreement may be extended for one additional one-year term provided Consultant makes a written request for extension (no later than 60 days prior to expiration of the Agreement), the CITY determines that Consultant has satisfactorily performed all obligations under the Professional Services Agreement, and the CITY Council has appropriated sufficient funds for the proposed services. The fees proposed by the Consultant shall remain unchanged for the entire term of the Professional Services Agreement and any extensions of same.

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

The CITY reserves the right to contract with other plan review service firms during the Professional Service Agreement term. The CITY further reserves the right to, at its sole discretion; allocate the number of plans provided by each plan review service firm so as to most efficiently and economically satisfy the CITY's plan review needs.

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CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
4LEAF, Inc. for Building Plan Check and Building Inspection On-Call Services

This Professional Services Agreement ("**Agreement"**) is entered into between the City of Tracy, a municipal corporation ("**City"**), and 4LEAF, Inc., a California corporation ("**Consultant"**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to provide future Building Plan Check and Building Inspection on-call services ("the Services"). City and Consultant will negotiate the scope of the Services, and Consultant will perform the Services upon the City issuing a Purchase Order.

B. On March 29, 2023, the City issued a Request for Proposals for the Services. On April 14, 2023, nine proposals were submitted to the City and five "on-call" consultants were selected. On July 5, 2023, City Council adopted Resolution No. _____ approving 4LEAF, Inc. as an on-call consultant to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the Services.

C. City desires to retain Consultant to provide the Services on an on-call basis. City and Consultant will negotiate the scope of specific services prior to the commencement of any work, and Consultant will perform such agreed-upon services, only upon the City's issuance of a Purchase Order for each specific service.

D. This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on July 5, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Services. Upon request from City through a Purchase Order, Consultant shall provide City with the proposed scope of Services under this Agreement described in Exhibit "C" attached hereto and made a part hereof. City and Consultant may negotiate the Services to be provided under each proposed Purchase Order, and City may either accept or reject the Services. City may alter, change, or modify the Services at any time.

Consultant shall perform the Services as directed by specific Purchase Orders issued by the City. Consultant shall not perform any Services until City issues a written Purchase Order for such Services. Purchase Orders may not be used to amend the language or the terms of this Agreement, nor to exceed the scope of the Services under the Agreement. Assignment to Consultant of the specific Services shall be authorized by the City's issuance of Purchase Orders in a format set forth in Exhibit "A."

The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Joe Nicolas. Consultant shall not replace its Authorized Representative, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement in personnel or subcontractor/subconsultant.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than

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Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work relating to the Project to other consultants.

2. Time of Performance. Time is of the essence in the performance of the Services under this Agreement, and the period of performance shall be in accordance with the dates specified in the Purchase Order. No Purchase Order will include a period of performance beyond the expiration date of this Agreement. The timing requirements set forth in each Purchase Order shall be strictly adhered to unless otherwise modified in writing. Consultant shall begin performance, and shall complete all required Services, no later than the dates set forth in each individual Purchase Order. Any Services for which times for performance are not specified in each individual Purchase Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due under each Purchase Order. City shall grant or deny such requests at its sole discretion. Consultant's failure to strictly adhere to the timing requirements of each Purchase Order may result in termination of this Agreement by City.

2.1 Term. The term of this Agreement shall begin on July 1, 2023 and end on June 30, 2026, unless terminated for any reason, including a lack of appropriated funds to compensate for the Services provided under this Agreement, in accordance with Section 6. Any such termination of this Agreement due to failure of the City of Tracy Council to appropriate funds for payment for the Services under this Agreement shall not be a breach of the Agreement. The terms and conditions of this Agreement shall remain effect and applicable to all Purchase Orders issued during the term of the Agreement.

2.1.1 Option to Extend. This Agreement may be extended, on an annual basis, for an additional 3 years by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement, and subject to adequate budgetary authority, as shall be determined by the City's Finance Director.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement, agree that time is of the essence in the performance of the Services, and that actual damages for inconvenience and loss from any delay in completion of the Services are extremely difficult or impossible to determine. The City and the Consultant further agree that the City shall assess liquidated damages as follows:

a) Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process;

b) Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit C;

c) Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

(1) For 1-2 days overdue, amount deducted from Consultant's plan review fees will be $100 for each day;

(2) For 3-5 days overdue, amount deducted from Consultant's plan review fees will be $300 each day;

(3) For 6+ days overdue, amount deducted will be $500 each day.

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The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement. Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for Services performed under this Agreement. City and Consultant will negotiate the time and price for each Purchase Order. No expenditures are authorized, and no Services shall commence, until the City has issued a Purchase Order.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $800,000.00 annually. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of the Services approved by the City through a Purchase Order. It is further understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Purchase Orders.

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

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

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

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

3.4 The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

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

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted

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by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

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

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

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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

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

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

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

6. Termination. The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all Services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is not an agent or employee of City. The manner and means of conducting the Services under this Agreement are under the control of Consultant, except to the extent they are limited by statute, rule, or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Services, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Services or to exercise a measure of control over Consultant shall only mean that Consultant shall follow the desires of City with respect to the results of the Services. Consultant is free

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to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

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

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

To City:
Christopher Morgan
Building Official
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
4LEAF, Inc.
Joe Nicolas
8896 North Winding Way
Fair Oaks, CA 95628

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

13. Miscellaneous.

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

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

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

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

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

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

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

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

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

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the r**e**mainder of this Agreement shall remain in effect.

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

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

13.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

13.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Consultant

DocuSigned by:
Kevin Duggan
813734D554DD4B5...

By: Kevin J. Duggan
Title: President
Date: 6/29/2023 | 9:24 AM PDT

Federal Employer Tax ID No. 943393574

Exhibits:

A	Purchase Order Template
B	Compensation (See Agreement section 3.)
C	Services

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EXHIBIT A – Purchase Order Template

Purchase Order

Fiscal Year 2023 Page: 1 of 1

BILL TO
314
DS Building Division
333 Civic Center Plaza
Tracy, CA 95376

Delivery must be made within doors of specified destination.

VENDOR

SHIP TO
DS Building Division
333 Civic Center Plaza
Tracy, CA 95376

Requisition Number	Date Ordered	Vendor Number	Date Required

Item #	Description/Part No	QTY	UOM	Unit Price	Extended Price

SAMPLE

By_____
Authorized Signature

Total Ext. Price	
PO Total	$

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EXHIBIT B – Compensation

4LEAF, INC.
CONSTRUCTION MANAGEMENT • PLAN CHECK
INSPECTION • PLANNING • CODE ENFORCEMENT

SECTION 7: FEE SCHEDULE

FY2023-2024 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF TRACY

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% *(Inclusive of all disciplines except Fire and Civil which are billed on an hourly basis)* **Hourly Plan Review**: $130 Non-Structural Review $160 Structural Review	Fee includes: ➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➢ Shipping, courier, and electronic service.

Building

Chief Building Official	$168/hour
Structural Plan Review Engineer	$160/hour
Non-Structural Plans Examiner	$130/hour
Certified Access Specialist (CASp) Inspector	$165/hour
Certified Access Specialist (CASp) Plans Examiner	$165/hour
Senior Combination Building Inspector (Building Inspector III)	$125/hour
Commercial Building Inspector (Building Inspector II)	$116/hour
Residential Building Inspector (Building Inspector I)	$105/hour
Permit Manager	$98/hour
Senior Permit Technician	$89/hour
Permit Technician	$75/hour
Clerk/Administrator	$67/hour
Civil Plan Review (Grading, Improvement Plans)	$175/hour
Inspector of Record	$155/hour
DSA Class 1 / OSHPD A Inspector	$175/hour
DSA Class 2 / OSHPD B Inspector	$145/hour
DSA Class 3 / OSHPD C Inspector	$103/hour
GoFormz Software	$50/user monthly

Code Enforcement

Code Enforcement Director	$145/hour
Code Enforcement Manager	$135/hour
Senior Code Enforcement Officer	$115/hour
Code Enforcement Officer II	$105/hour
Code Enforcement Officer I	$99/hour

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Fire

Fire Protection Engineer (FPE).....$205/hour
Fire Prevention Officer $140/hour
Fire Plans Examiner $145/hour
Fire Inspector II.....$170/hour
Fire Inspector I.....$160/hour

Planning

Housing Policy Director $205/hour
Planning Director.....$180/hour
Principal/Planning Manager $165/hour
Senior Planner $140/hour
Associate Planner $124/hour
Assistant Planner $105/hour
Planning Technician.....$90/hour

Project Management

Project Manager $180/hour
Principal-in-Charge $245/hour

Engineering, Public Works Inspection, & Construction Management (Prevailing Wage)

Civil Plan Review (Grading, Improvement Plans) $175/hour
Traffic Engineer $230/hour
Construction Manager..... $162/hour
Certified Access Specialist (CASp) Inspector (Regular time) $165/hour
Certified Access Specialist (CASp) Inspector (Nighttime) $186/hour
Certified Access Specialist (CASp) Inspector (Overtime)..... $223/hour
Certified Access Specialist (CASp) Plans Examiner..... $165/hour
Public Works Inspector (Regular Time) $153/hour
Public Works Inspector (Nighttime).....$172/hour
Public Works Inspector (Overtime) $207/hour
Public Works Inspector Apprentice..... $99/hour

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.

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- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a $250.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
  - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
  - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2023-2024 contract period. There will be a 3% escalation for FY2024-2025, FY2025-2026
- Overtime and Premium time will be charged as follows:
  - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
  - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
  - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
  - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
  - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

BASIS OF CHARGES – PREVAILING WAGE

- Rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects.
- Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR.
- Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works

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Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector were used to determine the range of hourly rates for Public Works Inspector Apprentice.

- Pre-approved Overtime and Premium hours for labor categories subject to Prevailing Wage requirements will be charged per the following:
  - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
  - *Overtime (over 8 hour M-F or Saturdays)* — *1.35 x hourly rate*
  - *Overtime (over 8 hours Sat or 1st 8 hour Sun)* — *1.85 x hourly rate*
  - *Overtime (over 8 hours Sun or Holidays)* — *2.35 x hourly rate*
- All invoicing will be submitted monthly.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Project-related mileage for inspections will be billed at the allowable IRS Rate.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

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EXHIBIT C

PART I - BUILDING INSPECTION SERVICES

SCOPE OF SERVICES

Consultant shall perform building inspections as required by the City of Tracy (hereinafter referred to as the "City"). Said building inspections shall be conducted to verify compliance with the Tracy Municipal Code, as may be amended or updated from time to time, applicable federal and state laws and regulations, Building Safety Division policies and Title 24 of the California Code of Regulations. Building inspections shall cover structural, fire sprinkler systems for one- and two-family dwellings and townhouses, fire and life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The inspections shall include using and applying requirements from applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

Building inspections shall include the review of plans and corresponding documents, site inspections, writing or typing legible, accurate and understandable correction and violation notices and field reports, and answering in-person or telephone inquiries in a timely and courteous manner.

MISCELLANEOUS REQUIREMENTS

All inspectors provided by Consultant to perform inspection services for the City shall be equipped with all necessary tools, equipment, and a complete set of current code books by Consultant in order to facilitate the inspection process. All inspectors provided by Consultant to perform inspection services for City shall continue to receive State-mandated continuing education and complete forty-five hours of continuing education for every three-year period. Such education is to be provided by Consultant at Consultant's sole cost including, but not limited to, any hourly costs associated with sending inspectors to such continuing education. When requested by City, Consultant shall provide evidence of said education within seven working days of request. The Consultant will credit the City for any inspectors provided by Consultant that receive regular technical training provided by City on an hour for hour basis. Currently, this training is provided for three hours per week. Upon Consultant's request, the City may forward notification of such training and the corresponding inspection or plan check staff attendance record to Consultant on a monthly basis. All inspectors shall possess and maintain necessary certifications required to perform inspections. Residential inspectors must, at a minimum, possess a residential combination inspector certification. Commercial inspectors must, at a minimum, possess a commercial combination inspector certification. Disabled access inspections shall be performed by a Certified Access Specialist (CASp).
The following items are the minimum required tools and equipment necessary to facilitate inspections as provided by the Consultant:

- Tape measure
- Combination Screwdriver
- Torpedo level
- GFCI tester
- Non-contact tester
- Phone
- Flashlight

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- Safety gear
    - Hard hat
    - Safety glasses
    - Steel toe boots
    - Reflective vest
    - Safety harness (approved for fall protection)
    - Electrical safety gloves (insulated)

Additionally, if performing disabled access inspections, the inspector shall have a 48" smart level and a push/pull gauge. Batteries for the smart level shall be supplied and calibration shall be performed by the Consultant.

Inspectors are required to have immediate access during inspections to the currently enforced Title 24 California Code of Regulations. If the Codes are in an electronic format, the Consultant must provide verification of access to subscription to the City. Additionally, if the Consultant's access to the Codes is dependent upon Internet connectivity and cellular service is not consistently available throughout the jurisdiction, the Consultant shall provide a hard copy of the Codes for each inspector.

PART II - BUILDING DOCUMENT/PLAN REVIEW SERVICES

SCOPE OF SERVICES

Consultant shall perform plan reviews as required by the City. Said plan reviews will range from small projects, such as a simple retaining wall, to a larger and more complex project such as a commercial/ industrial facility. All document/plan reviews shall be based on the Tracy Municipal Code, as amended from time to time, applicable federal and state laws and regulations, Title 24 California Code of

Regulations, and the City's Building Safety Division plan review standards and policies. Plan review shall cover structural, fire sprinkler systems for one and two-family dwellings and townhouses, fire and life safety, architectural, accessibility, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The plan review shall be inclusive of reviewing for approval applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

PLAN PROCESSING REQUIREMENTS

All plans are submitted directly to the City in electronic format. Consultant shall adhere to the most current version of the City's Building Safety Division Electronic Plan Review Guide for Consultants.

Where plans and documents are submitted in electronic format, the City shall transmit all plans and corresponding project documentation directly to the Consultant through a Bluebeam Studio Session. The Consultant shall join the Bluebeam Studio Session, where all plans and corresponding documents will be available for review and comment/approval. Therefore, the Consultant shall obtain the "Bluebeam REVU" software that is compatible with the City's version of Bluebeam software. The Consultant shall not share any Bluebeam studio sessions provided by City with applicants. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable list of corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittals through a Bluebeam Studio Session invite. Consultant shall direct the applicant to submit any revised plans and corresponding documentation directly to City when Consultant receives any resubmittal directly from the applicant if such were to

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occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the electronic plan set and corresponding documents as well as sign the approval page in said Bluebeam Studio Session. The stamp shall include the company identification, an "Approved" mark, and date of approval on each page of the approved set of plans as well as on each cover sheet of each set of corresponding documents.

The City will transmit all plans and corresponding project documentation electronically directly to the Consultant, for review and approval. The Consultant is required to provide the applicant with a complete, legible, accurate and understandable typed list of all corrections via email, for each plan review performed, with a copy to the city. Consultant shall also receive from the City any subsequent resubmittal. Consultant shall advise applicants that all resubmittals must be directed to the City if they were to receive the resubmittal directly from the applicant. Upon completion of the plan review process, and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the plans and corresponding documents. The stamp shall include the company identification, an "Approved" mark and date of approval. Stamp of approval shall be placed on each page of the approved plans as well as on each cover sheet of each set of corresponding documents. The Consultant shall then notify the City of the approval with a complete list of all approved documents, via email. In addition, the Consultant must provide the number of hours. in .25 increments, that were spent on each review.

REVIEWER CERTIFICATION REQUIREMENTS

All plan reviewers shall possess and maintain certifications required to perform reviews. All reviewers performing an accessibility review shall hold a current certification as a CASp. All other reviewers shall possess all the applicable and relevant certifications required by state law to conduct such reviews. These shall include, at a minimum, the Building, Residential, Electrical, Mechanical, and Plumbing Plans Examiner certifications (e.g., a reviewer who is reviewing plans or documents to check for code compliance with the California Electrical Code shall be certified as an Electrical Plans Examiner by a nationally recognized organization such as the International Code Council (ICC)).

TIME OF PERFORMANCE

Generally, the Consultant shall complete the initial plan review and submit approval of plan review or corrections within seventeen working days (all weekdays exclusive of the City's recognized holidays) from the date the plans are received by the City. Other minor projects shall require the initial review be completed and approval or corrections be submitted to City within seven working days, such as minor revisions and deferred submittals, commercial photovoltaic or energy storage systems, and residential plot plans. Residential photovoltaic systems and residential pools and spas shall require five working days to complete the review and submit approval or corrections for initial and subsequent reviews. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion. The Consultant shall complete any subsequent plan recheck for the typical plan review and submit approval of plan review or corrections within seven working days from the date the plans are received by the City. Where a seven-day review is required on the initial plan review, the subsequent plan rechecks shall be five working days. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

For expedited plan reviews, the time and additional fees for completing the initial and subsequent plan/document reviews shall be negotiated directly between the consultant and the permit applicant.

If the Consultant has not completed the plan review within the time duration specified above, Consultant may be subject to penalties outlined in Section 2.2 of the Performance Service Agreement.

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TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, pre-construction, or site meetings with City staff and/or permit holders, designers, or other interested parties.

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. This maximum limit fee shall cover the full plan review by Consultant including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, two resubmittals following the initial plan review, and a review for approval of all items listed as a deferred submittal on the approved set of plans. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and Consultant shall negotiate for an appropriately reduced fee. Where a reduced fee is applicable and negotiation has not occurred between the City and the Consultant prior to invoicing by Consultant, the City shall pay the Consultant a maximum of 50% of the plan review fee charged to the permit applicant.

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ATTACHMENT C

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Bureau Veritas for Building Plan Check and Building Inspection On-Call Services

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

Recitals

A. City desires to retain Consultant to provide future Building Plan Check and Building Inspection on-call services ("the Services"). City and Consultant will negotiate the scope of the Services, and Consultant will perform the Services upon the City issuing a Purchase Order.

B. On March 29, 2023, the City issued a Request for Proposals for the Services. On April 14, 2023, nine proposals were submitted to the City and five "on-call" consultants were selected. On July 5, 2023, City Council adopted Resolution No. _____ approving Bureau Veritas, as an on-call consultant to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the Services.

C. City desires to retain Consultant to provide the Services on an on-call basis. City and Consultant will negotiate the scope of specific services prior to the commencement of any work, and Consultant will perform such agreed-upon services, only upon the City's issuance of a Purchase Order for each specific service.

D. This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on July 5, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Services. Upon request from City, Consultant shall provide City with the proposed scope of Services under this Agreement described in Exhibit "C" attached hereto and made a part hereof. City and Consultant may negotiate the Services to be provided under each proposed Purchase Order, and City may either accept or reject the Services. City may alter, change, or modify the Services at any time.

Consultant shall perform the Services as directed by specific Purchase Orders issued by the City. Consultant shall not perform Services until City issues a written Purchase Order for such Services. Purchase Orders may not be used to amend the language or the terms of this Agreement, nor to exceed the scope of the Services under the Agreement. Assignment to Consultant of the specific Services shall be authorized by the City's issuance of Purchase Orders in a format set forth in Exhibit "A."

The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Craig Baptista. Consultant shall not replace its Authorized Representative, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement in personnel or subcontractor/subconsultant.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific

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needs. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work relating to the Project to other consultants.

2. Time of Performance. Time is of the essence in the performance of Services under this Agreement, and the period of performance shall be in accordance with the dates specified in the Purchase Order. No Purchase Order will include a period of performance beyond the expiration date of this Agreement. The timing requirements set forth in each Purchase Order shall be strictly adhered to unless otherwise modified in writing. Consultant shall begin performance, and shall complete all required Services, no later than the dates set forth in each individual Purchase Order. Any Services for which times for performance are not specified in each individual Purchase Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due under each Purchase Order. City shall grant or deny such requests at its sole discretion. Consultant's failure to strictly adhere to the timing requirements of each Purchase Order may result in termination of this Agreement by City.

2.1 Term. The term of this Agreement shall begin on July 1, 2023 and end on June 30, 2026, unless terminated for any reason, including a lack of appropriated funds to compensate for the Services provided under this Agreement, in accordance with Section 6. Any such termination of this Agreement due to failure of the City of Tracy Council to appropriate funds for payment for Services under this Agreement shall not be a breach of the Agreement. The terms and conditions of this Agreement shall remain effect and applicable to all Purchase Orders issued during the term of the Agreement.

2.1.1 Option to Extend. This Agreement may be extended for an additional 1 year by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement, and subject to adequate budgetary authority, as shall be determined by the City's Finance Director.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the Services, and that actual damages for inconvenience and loss from any delay in completion of the Services are extremely difficult or impossible to determine. The City and the Consultant further agree that the City shall assess liquidated damages as follows:

(a) Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process;

(b) Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit C;

(c) Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

(1) For 1-2 days overdue, amount deducted from Consultant's plan review fees will be $100 for each day;

(2) For 3-5 days overdue, amount deducted from Consultant's plan review fees will be $300 for each day;

(3) For 6+ days overdue, amount deducted from Consultant's plan review fees will be $500 for each day.

The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement. Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for Services performed under this Agreement. City and Consultant will negotiate the time and price for each Purchase Order. No expenditures are authorized, and no Services shall commence, until the City has issued a Purchase Order.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $600,000.00 annually. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the Services approved by the City through a Purchase Order. It is further understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Purchase Orders.

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

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

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

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

3.4 The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

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

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted

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by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

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

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

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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

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

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

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

6. Termination. The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all Services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is not an agent or employee of City. The manner and means of conducting the Services under this Agreement are under the control of Consultant, except to the extent they are limited by statute, rule, or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Services, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Services or to exercise a measure of control over Consultant shall only mean that Consultant shall follow the desires of City with respect to the results of the Services. Consultant is free

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to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

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

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

To City:
Christopher Morgan
Building Official
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Bureau Veritas
Craig Baptista
180 Promenade Circle Ste 150
Sacramento, CA 95834

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

13. Miscellaneous.

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

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

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

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claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

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

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

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

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

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

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

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the r**e**mainder of this Agreement shall remain in effect.

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

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

13.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

13.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Consultant

DocuSigned by:
Craig Baptista
CDFA865E8D5D4A1...

By: Craig Baptista
Title: Vice President
Date: 6/29/2023 | 11:42 AM PDT

Federal Employer Tax ID No. 06-1689244

Exhibits:

A	Purchase Order Template
B	Compensation (See Agreement section 3)
C	Services

EXHIBIT A – Purchase Order Template

Purchase Order

Fiscal Year 2023 Page: 1 of 1

BILL TO
314
DS Building Division
333 Civic Center Plaza
Tracy, CA 95376

Delivery must be made within doors of specified destination.

VENDOR

SHIP TO
DS Building Division
333 Civic Center Plaza
Tracy, CA 95376

Requisition Number	Date Ordered	Vendor Number	Date Required

Item #	Description/Part No	QTY	UOM	Unit Price	Extended Price

SAMPLE

By_____
Authorized Signature

Total Ext. Price	
PO Total	$

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EXHIBIT B – Compensation

Plan Review Services	65% of City Collected plan Review
Labor Classification	**Hourly Rate**
Senior Plan Review Engineer / Structural Engineer	$150
Plan Review Engineer/Sr. ICC Certified Plans Examiner	$140
ICC Certified Building Plans Examiner	$125
CASp 1 (Jurisdictional Plan Review)	$140
CASp 2 (Inspections, ADA Scoping, Design Assessments and ROW Support)	$150
Fire Plans Examiner	$135
Administrative / Clerical Support	$60 - $75
Senior Building Inspector	$115 - $130
Senior Building Inspector (CASp)	$135 - $150
Building Inspector	$99 - $114
Permit Technician	$70 - $85
Expedited Plan Review	1.5x Plan Review Fee

- Fast track / Expedited plan reviews shall be an additional 1.5 times the fees shown above.
- Overtime (OT) will be charged at 1.5 times the standard hourly rate; hours worked on a designated holiday will be charged at the appropriate OT rate. No overtime will be charged without approval.
- Rates and cost estimates shown above exclude per diem, prevailing wage and union rates. Should these be applicable, BV will discuss and negotiate fees to account for increased personnel costs.
- Hourly rates subject to annual adjustment in accordance with CPI.
- Mileage for employee-owned vehicles used in connection with the work will be at the current IRS rate.
- Services to be invoiced monthly; plan review fee to be invoiced after initial review.
- Each individual project will be authorized on a task order basis with a negotiated fee.
- Purchase of required software licenses will be billed to the city.

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EXHIBIT C

PART I - BUILDING INSPECTION SERVICES

SCOPE OF SERVICES

Consultant shall perform building inspections as required by the City of Tracy (hereinafter referred to as the "City"). Said building inspections shall be conducted to verify compliance with the Tracy Municipal Code, as may be amended or updated from time to time, applicable federal and state laws and regulations, Building Safety Division policies and Title 24 of the California Code of Regulations. Building inspections shall cover structural, fire sprinkler systems for one- and two-family dwellings and townhouses, fire and life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The inspections shall include using and applying requirements from applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

Building inspections shall include the review of plans and corresponding documents, site inspections, writing or typing legible, accurate and understandable correction and violation notices and field reports, and answering in-person or telephone inquiries in a timely and courteous manner.

MISCELLANEOUS REQUIREMENTS

All inspectors provided by Consultant to perform inspection services for the City shall be equipped with all necessary tools, equipment, and a complete set of current code books by Consultant in order to facilitate the inspection process. All inspectors provided by Consultant to perform inspection services for City shall continue to receive State-mandated continuing education and complete forty-five hours of continuing education for every three-year period. Such education is to be provided by Consultant at Consultant's sole cost including, but not limited to, any hourly costs associated with sending inspectors to such continuing education. When requested by City, Consultant shall provide evidence of said education within seven working days of request. The Consultant will credit the City for any inspectors provided by Consultant that receive regular technical training provided by City on an hour for hour basis. Currently, this training is provided for three hours per week. Upon Consultant's request, the City may forward notification of such training and the corresponding inspection or plan check staff attendance record to Consultant on a monthly basis. All inspectors shall possess and maintain necessary certifications required to perform inspections. Residential inspectors must, at a minimum, possess a residential combination inspector certification. Commercial inspectors must, at a minimum, possess a commercial combination inspector certification. Disabled access inspections shall be performed by a Certified Access Specialist (CASp).

The following items are the minimum required tools and equipment necessary to facilitate inspections as provided by the Consultant:

- Tape measure
- Combination Screwdriver
- Torpedo level
- GFCI tester
- Non-contact tester

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- Phone
- Flashlight
- Safety gear
    - Hard hat
    - Safety glasses
    - Steel toe boots
    - Reflective vest
    - Safety harness (approved for fall protection)
    - Electrical safety gloves (insulated)

Additionally, if performing disabled access inspections, the inspector shall have a 48" smart level and a push/pull gauge. Batteries for the smart level shall be supplied and calibration shall be performed by the Consultant.

Inspectors are required to have immediate access during inspections to the currently enforced Title 24 California Code of Regulations. If the Codes are in an electronic format, the Consultant must provide verification of access to subscription to the City. Additionally, if the Consultant's access to the Codes is dependent upon Internet connectivity and cellular service is not consistently available throughout the jurisdiction, the Consultant shall provide a hard copy of the Codes for each inspector.

PART II - BUILDING DOCUMENT/PLAN REVIEW SERVICES

SCOPE OF SERVICES

Consultant shall perform plan reviews as required by the City. Said plan reviews will range from small projects, such as a simple retaining wall, to a larger and more complex project such as a commercial/ industrial facility. All document/plan reviews shall be based on the Tracy Municipal Code, as amended from time to time, applicable federal and state laws and regulations, Title 24 California Code of

Regulations, and the City's Building Safety Division plan review standards and policies. Plan review shall cover structural, fire sprinkler systems for one and two-family dwellings and townhouses, fire and life safety, architectural, accessibility, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The plan review shall be inclusive of reviewing for approval applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

PLAN PROCESSING REQUIREMENTS

All plans are submitted directly to the City in electronic format. Consultant shall adhere to the most current version of the City's Building Safety Division Electronic Plan Review Guide for Consultants.

Where plans and documents are submitted in electronic format, the City shall transmit all plans and corresponding project documentation directly to the Consultant through a Bluebeam Studio Session. The Consultant shall join the Bluebeam Studio Session, where all plans and corresponding documents will be available for review and comment/approval. Therefore, the Consultant shall obtain the "Bluebeam REVU" software that is compatible with the City's version of Bluebeam software. The Consultant shall not share any Bluebeam studio sessions provided by City with applicants. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable list of corrections for each plan review performed. Consultant shall also

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receive from the City any subsequent resubmittals through a Bluebeam Studio Session invite. Consultant shall direct the applicant to submit any revised plans and corresponding documentation directly to City when Consultant receives any resubmittal directly from the applicant if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the electronic plan set and corresponding documents as well as sign the approval page in said Bluebeam Studio Session. The stamp shall include the company identification, an "Approved" mark, and date of approval on each page of the approved set of plans as well as on each cover sheet of each set of corresponding documents.

The City will transmit all plans and corresponding project documentation electronically directly to the Consultant, for review and approval. The Consultant is required to provide the applicant with a complete, legible, accurate and understandable typed list of all corrections via email, for each plan review performed, with a copy to the city. Consultant shall also receive from the City any subsequent resubmittal. Consultant shall advise applicants that all resubmittals must be directed to the City if they were to receive the resubmittal directly from the applicant. Upon completion of the plan review process, and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the plans and corresponding documents. The stamp shall include the company identification, an "Approved" mark and date of approval. Stamp of approval shall be placed on each page of the approved plans as well as on each cover sheet of each set of corresponding documents. The Consultant shall then notify the City of the approval with a complete list of all approved documents, via email. In addition, the Consultant must provide the number of hours. in .25 increments, that were spent on each review.

REVIEWER CERTIFICATION REQUIREMENTS

All plan reviewers shall possess and maintain certifications required to perform reviews. All reviewers performing an accessibility review shall hold a current certification as a CASp. All other reviewers shall possess all the applicable and relevant certifications required by state law to conduct such reviews. These shall include, at a minimum, the Building, Residential, Electrical, Mechanical, and Plumbing Plans Examiner certifications (e.g., a reviewer who is reviewing plans or documents to check for code compliance with the California Electrical Code shall be certified as an Electrical Plans Examiner by a nationally recognized organization such as the International Code Council (ICC)).

TIME OF PERFORMANCE

Generally, the Consultant shall complete the initial plan review and submit approval of plan review or corrections within seventeen working days (all weekdays exclusive of the City's recognized holidays) from the date the plans are received by the City. Other minor projects shall require the initial review be completed and approval or corrections be submitted to City within seven working days, such as minor revisions and deferred submittals, commercial photovoltaic or energy storage systems, and residential plot plans. Residential photovoltaic systems and residential pools and spas shall require five working days to complete the review and submit approval or corrections for initial and subsequent reviews. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion. The Consultant shall complete any subsequent plan recheck for the typical plan review and submit approval of plan review or corrections within seven working days from the date the plans are received by the City. Where a seven-day review is required on the initial plan review, the subsequent plan rechecks shall be five working days. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

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For expedited plan reviews, the time and additional fees for completing the initial and subsequent plan/document reviews shall be negotiated directly between the consultant and the permit applicant.

If the Consultant has not completed the plan review within the time duration specified above, Consultant may be subject to penalties outlined in Section 2.2 of the Performance Service Agreement.

TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, pre-construction, or site meetings with City staff and/or permit holders, designers, or other interested parties.

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. This maximum limit fee shall cover the full plan review by Consultant including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, two resubmittals following the initial plan review, and a review for approval of all items listed as a deferred submittal on the approved set of plans. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and Consultant shall negotiate for an appropriately reduced fee. Where a reduced fee is applicable and negotiation has not occurred between the City and the Consultant prior to invoicing by Consultant, the City shall pay the Consultant a maximum of 50% of the plan review fee charged to the permit applicant.

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CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
True North Compliance Services for Building Plan Check and Building Inspection On-Call Services

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

Recitals

A. City desires to retain Consultant to provide future Building Plan Check and Building Inspection on-call services ("the Services"). City and Consultant will negotiate the scope of the Services, and Consultant will perform the Services upon the City issuing a Purchase Order.

B. On March 29, 2023, the City issued a Request for Proposals for the Services. On April 14, 2023, nine proposals were submitted to the City and five "on-call" consultants were selected. On July 5, 2023, City Council adopted Resolution No._____ approving True North Compliance Services, as an on-call consultant to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

C. City desires to retain Consultant to provide the Services on an on-call basis. City and Consultant will negotiate the scope of specific services prior to the commencement of any work, and Consultant will perform such agreed-upon services, only upon the City's issuance of a Purchase Order for each specific service.

D. This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on July 5, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Services. Upon request from City through a Purchase Order, Consultant shall provide City with the proposed scope of Services under this Agreement described in Exhibit "C" attached hereto and made a part hereof. City and Consultant may negotiate the Services to be provided under each proposed Purchase Order, and City may either accept or reject the Services. City may alter, change, or modify the Services at any time.

Consultant shall perform the Services as directed by specific Purchase Orders issued by the City. Consultant shall not perform Services until City issues a written Purchase Order for such Services. Purchase Orders may not be used to amend the language or the terms of this Agreement, nor to exceed the scope of the Services under the Agreement. Assignment to Consultant of the specific Services shall be authorized by the City's issuance of Purchase Orders in a format set forth in Exhibit "A."

The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Isam Hasenin. Consultant shall not replace its Authorized Representative, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement in personnel or subcontractor/subconsultant.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar Services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific

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needs. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work relating to the Project to other consultants.

2. Time of Performance. Time is of the essence in the performance of the Services under this Agreement, and the period of performance shall be in accordance with the dates specified in the Purchase Order. No Purchase Order will include a period of performance beyond the expiration date of this Agreement. The timing requirements set forth in each Purchase Order shall be strictly adhered to unless otherwise modified in writing. Consultant shall begin performance, and shall complete all required Services, no later than the dates set forth in each individual Purchase Order. Any Services for which times for performance are not specified in each individual Purchase Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due under each Purchase Order. City shall grant or deny such requests at its sole discretion. Consultant's failure to strictly adhere to the timing requirements of each Purchase Order may result in termination of this Agreement by City.

2.1 Term. The term of this Agreement shall begin on July 1, 2023 and end on June 30, 2026, unless terminated for any reason, including a lack of appropriated funds to compensate for the Services provided under this Agreement, in accordance with Section 6. Any such termination of this Agreement due to failure of the City of Tracy Council to appropriate funds for payment for the Services under this Agreement shall not be a breach of the Agreement. The terms and conditions of this Agreement shall remain effect and applicable to all Purchase Orders issued during the term of the Agreement.

2.1.1 Option to Extend. This Agreement may be extended, on an annual basis, for an additional 3 years by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement, and subject to adequate budgetary authority, as shall be determined by the City's Finance Director.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the Services under this Agreement, and that actual damages for inconvenience and loss from any delay in completion of the Services provided in Exhibit C are extremely difficult or impossible to determine. The City and the Consultant further agree that the City shall assess liquidated damages as follows:

a) Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process;

b) Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit C;

c) Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

(1) For 1-2 days overdue, amount deducted from Consultant's plan review fees will be $100 for each day;

(2) For 3-5 days overdue, amount deducted from Consultant's plan review fees will be $300 each day;

(3) For 6+ days overdue, amount deducted will be $500 each day.

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The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement. Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for Services performed under this Agreement. City and Consultant will negotiate the time and price for each Purchase Order. No expenditures are authorized, and no Services shall commence, until the City has issued a Purchase Order.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $450,000.00 annually. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of the Services approved by the City through a Purchase Order. It is further understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Purchase Orders.

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

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

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

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

3.4 The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

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

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted

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by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

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

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

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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

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

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

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

6. Termination. The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all Services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is not an agent or employee of City. The manner and means of conducting the Services under this Agreement are under the control of Consultant, except to the extent they are limited by statute, rule, or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Services, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Services or to exercise a measure of control over Consultant shall only mean that Consultant shall follow the desires of City with respect to the results of the Services. Consultant is free

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to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

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

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

To City:
Christopher Morgan
Building Official
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
True North Compliance Services
Isam Hasenin
3939 Atlantic Avenue #224
Long Beach, CA 90807

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

13. Miscellaneous.

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

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

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

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

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

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

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

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

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

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the r**e**mainder of this Agreement shall remain in effect.

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

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

13.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

13.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Consultant

DocuSigned by:
Isam Hasenin
B9047B67823F401...

By: Isam Hasenin
Title: President
Date: 6/29/2023 | 10:33 AM PDT

Federal Employer Tax ID No. 84-4583205

Exhibits:

A	Purchase Order Template
B	Compensation (See Agreement section 3.)
C	Services

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EXHIBIT A – Purchase Order Template

Purchase Order

Fiscal Year 2023 Page: 1 of 1

BILL TO
314
DS Building Division
333 Civic Center Plaza
Tracy, CA 95376

Delivery must be made within doors of specified destination.

VENDOR

SHIP TO
DS Building Division
333 Civic Center Plaza
Tracy, CA 95376

Requisition Number	Date Ordered	Vendor Number	Date Required

Item #	Description/Part No	QTY	UOM	Unit Price	Extended Price

SAMPLE

By_____
Authorized Signature

Total Ext. Price	
PO Total	$

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EXHIBIT B – Compensation

PLAN REVIEW SERVICES

1. Plan Review: We propose to charge **65%** of the City's collected Plan Check Fees. This fee shall cover the full plan review by our team including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, all subsequent resubmittals and review for approval of all items listed as a deferred submittal on the approved set of plans.
2. For repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and True North shall negotiate for an appropriately reduced fee.
3. Expedited Plan Review Services: a. new submittals: 1.4 times the normal plan check fees or as negotiated directly with the applicant. b. Hourly plan reviews: 1.5 times the hourly rates.

Revisions/Deferred Submittals/RFIs will be billed using the hourly rate table below.

Additional Services: The following hourly rate table applies to on-site staffing services and/or additional services included in our Scope of Services that may be required by the City of Tracy. Our hourly rates are all-inclusive and include salaries, overhead, benefits, PTO, etc.

Hourly Rates for Additional Services

Position	Hourly Rate
Interim Certified Building Official	$155.00
Plan Review Engineer	$130.00
Senior Plan Review Engineer	$145.00
Structural Engineer I	$150.00
Structural Engineer II	$165.00
Certified Engineering Geologist/Geotechnical Engineer	$155.00
Licensed Fire Protection Engineer	$145.00
Certified Plans Examiner I	$100.00
Certified Plans Examiner II	$115.00
Building/Housing Inspector I	$100.00
Building/Housing Inspector II	$115.00
Senior Building/Housing Inspector	$125.00
Code Enforcement Officer	$100.00
CASp Plan Reviewer/Inspector	$135.00
Fire Plan Reviewer/Inspector I	$120.00

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Fire Plan Reviewer/Inspector II	$135.00
Grading/Public Improvements Plan Review Engineer I	$140.00
Grading/Public Improvements Plan Review Engineer II	$155.00
Planner	$145.00
Senior Planner	$160.00
Permit Technician I	$75.00
Permit Technician II	$85.00
Administrative Assistant	$65.00

- Overtime for on-site staffing will be charged at 140% of the rates above.
- Mileage for tasks related to requested scope such as inspections or site visits will be charged at the current IRS mileage rate measured from City Hall.
- Inspections outside of the City's business hours will be charged at 140% of rates above with a 3-hour minimum.
- Incidental expenses will be charged at cost.

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EXHIBIT C

PART I - BUILDING INSPECTION SERVICES

SCOPE OF SERVICES

Consultant shall perform building inspections as required by the City of Tracy (hereinafter referred to as the "City"). Said building inspections shall be conducted to verify compliance with the Tracy Municipal Code, as may be amended or updated from time to time, applicable federal and state laws and regulations, Building Safety Division policies and Title 24 of the California Code of Regulations. Building inspections shall cover structural, fire sprinkler systems for one- and two-family dwellings and townhouses, fire and life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The inspections shall include using and applying requirements from applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

Building inspections shall include the review of plans and corresponding documents, site inspections, writing or typing legible, accurate and understandable correction and violation notices and field reports, and answering in-person or telephone inquiries in a timely and courteous manner.

MISCELLANEOUS REQUIREMENTS

All inspectors provided by Consultant to perform inspection services for the City shall be equipped with all necessary tools, equipment, and a complete set of current code books by Consultant in order to facilitate the inspection process. All inspectors provided by Consultant to perform inspection services for City shall continue to receive State-mandated continuing education and complete forty-five hours of continuing education for every three-year period. Such education is to be provided by Consultant at Consultant's sole cost including, but not limited to, any hourly costs associated with sending inspectors to such continuing education. When requested by City, Consultant shall provide evidence of said education within seven working days of request. The Consultant will credit the City for any inspectors provided by Consultant that receive regular technical training provided by City on an hour for hour basis. Currently, this training is provided for three hours per week. Upon Consultant's request, the City may forward notification of such training and the corresponding inspection or plan check staff attendance record to Consultant on a monthly basis. All inspectors shall possess and maintain necessary certifications required to perform inspections. Residential inspectors must, at a minimum, possess a residential combination inspector certification. Commercial inspectors must, at a minimum, possess a commercial combination inspector certification. Disabled access inspections shall be performed by a Certified Access Specialist (CASp).
The following items are the minimum required tools and equipment necessary to facilitate inspections as provided by the Consultant:

- Tape measure
- Combination Screwdriver
- Torpedo level
- GFCI tester
- Non-contact tester
- Phone
- Flashlight

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- Safety gear
    - Hard hat
    - Safety glasses
    - Steel toe boots
    - Reflective vest
    - Safety harness (approved for fall protection)
    - Electrical safety gloves (insulated)

Additionally, if performing disabled access inspections, the inspector shall have a 48" smart level and a push/pull gauge. Batteries for the smart level shall be supplied and calibration shall be performed by the Consultant.

Inspectors are required to have immediate access during inspections to the currently enforced Title 24 California Code of Regulations. If the Codes are in an electronic format, the Consultant must provide verification of access to subscription to the City. Additionally, if the Consultant's access to the Codes is dependent upon Internet connectivity and cellular service is not consistently available throughout the jurisdiction, the Consultant shall provide a hard copy of the Codes for each inspector.

PART II - BUILDING DOCUMENT/PLAN REVIEW SERVICES

SCOPE OF SERVICES

Consultant shall perform plan reviews as required by the City. Said plan reviews will range from small projects, such as a simple retaining wall, to a larger and more complex project such as a commercial/ industrial facility. All document/plan reviews shall be based on the Tracy Municipal Code, as amended from time to time, applicable federal and state laws and regulations, Title 24 California Code of

Regulations, and the City's Building Safety Division plan review standards and policies. Plan review shall cover structural, fire sprinkler systems for one and two-family dwellings and townhouses, fire and life safety, architectural, accessibility, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The plan review shall be inclusive of reviewing for approval applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

PLAN PROCESSING REQUIREMENTS

All plans are submitted directly to the City in electronic format. Consultant shall adhere to the most current version of the City's Building Safety Division Electronic Plan Review Guide for Consultants.

Where plans and documents are submitted in electronic format, the City shall transmit all plans and corresponding project documentation directly to the Consultant through a Bluebeam Studio Session. The Consultant shall join the Bluebeam Studio Session, where all plans and corresponding documents will be available for review and comment/approval. Therefore, the Consultant shall obtain the "Bluebeam REVU" software that is compatible with the City's version of Bluebeam software. The Consultant shall not share any Bluebeam studio sessions provided by City with applicants. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable list of corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittals through a Bluebeam Studio Session invite. Consultant shall direct the applicant to submit any revised plans and corresponding documentation directly to City when Consultant receives any resubmittal directly from the applicant if such were to

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occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the electronic plan set and corresponding documents as well as sign the approval page in said Bluebeam Studio Session. The stamp shall include the company identification, an "Approved" mark, and date of approval on each page of the approved set of plans as well as on each cover sheet of each set of corresponding documents.

The City will transmit all plans and corresponding project documentation electronically directly to the Consultant, for review and approval. The Consultant is required to provide the applicant with a complete, legible, accurate and understandable typed list of all corrections via email, for each plan review performed, with a copy to the city. Consultant shall also receive from the City any subsequent resubmittal. Consultant shall advise applicants that all resubmittals must be directed to the City if they were to receive the resubmittal directly from the applicant. Upon completion of the plan review process, and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the plans and corresponding documents. The stamp shall include the company identification, an "Approved" mark and date of approval. Stamp of approval shall be placed on each page of the approved plans as well as on each cover sheet of each set of corresponding documents. The Consultant shall then notify the City of the approval with a complete list of all approved documents, via email. In addition, the Consultant must provide the number of hours. in .25 increments, that were spent on each review.

REVIEWER CERTIFICATION REQUIREMENTS

All plan reviewers shall possess and maintain certifications required to perform reviews. All reviewers performing an accessibility review shall hold a current certification as a CASp. All other reviewers shall possess all the applicable and relevant certifications required by state law to conduct such reviews. These shall include, at a minimum, the Building, Residential, Electrical, Mechanical, and Plumbing Plans Examiner certifications (e.g., a reviewer who is reviewing plans or documents to check for code compliance with the California Electrical Code shall be certified as an Electrical Plans Examiner by a nationally recognized organization such as the International Code Council (ICC)).

TIME OF PERFORMANCE

Generally, the Consultant shall complete the initial plan review and submit approval of plan review or corrections within seventeen working days (all weekdays exclusive of the City's recognized holidays) from the date the plans are received by the City. Other minor projects shall require the initial review be completed and approval or corrections be submitted to City within seven working days, such as minor revisions and deferred submittals, commercial photovoltaic or energy storage systems, and residential plot plans. Residential photovoltaic systems and residential pools and spas shall require five working days to complete the review and submit approval or corrections for initial and subsequent reviews. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion. The Consultant shall complete any subsequent plan recheck for the typical plan review and submit approval of plan review or corrections within seven working days from the date the plans are received by the City. Where a seven-day review is required on the initial plan review, the subsequent plan rechecks shall be five working days. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

For expedited plan reviews, the time and additional fees for completing the initial and subsequent plan/document reviews shall be negotiated directly between the consultant and the permit applicant.

If the Consultant has not completed the plan review within the time duration specified above, Consultant may be subject to penalties outlined in Section 2.2 of the Performance Service Agreement.

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TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, pre-construction, or site meetings with City staff and/or permit holders, designers, or other interested parties.

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. This maximum limit fee shall cover the full plan review by Consultant including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, two resubmittals following the initial plan review, and a review for approval of all items listed as a deferred submittal on the approved set of plans. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and Consultant shall negotiate for an appropriately reduced fee. Where a reduced fee is applicable and negotiation has not occurred between the City and the Consultant prior to invoicing by Consultant, the City shall pay the Consultant a maximum of 50% of the plan review fee charged to the permit applicant.

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CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
NV5 for Building Plan Check and Building Inspection On-Call Services

This Professional Services Agreement ("**Agreement"**) is entered into between the City of Tracy, a municipal corporation ("**City"**), and NV5, a California corporation ("**Consultant"**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to provide future Building Plan Check and Building Inspection on-call services ("the Services"). City and Consultant will negotiate the scope of the Services, and Consultant will perform the Services upon the City issuing a Purchase Order.

B. On March 29, 2023, the City issued a Request for Proposals for the Services. On April 14, 2023, nine proposals were submitted to the City and five "on-call" consultants were selected. On July 5, 2023, City Council adopted Resolution No. _____ approving NV5, as an on-call consultant to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the Services.

C. City desires to retain Consultant to provide the Services on an on-call basis. City and Consultant will negotiate the scope of specific services prior to the commencement of any work, and Consultant will perform such agreed-upon services, only upon the City's issuance of a Purchase Order for each specific service.

D. This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on July 5, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Services. Upon request from City through a Purchase Order, Consultant shall provide City with the proposed scope of services (Services) under this Agreement described in Exhibit "C" attached hereto and made a part hereof. City and Consultant may negotiate the Services to be provided under each proposed Purchase Order, and City may either accept or reject the Services. City may alter, change, or modify the Services at any time.

Consultant shall perform the Services as directed by specific Purchase Orders issued by the City. Consultant shall not perform any Services until City issues a written Purchase Order for such Services. Purchase Orders may not be used to amend the language or the terms of this Agreement, nor to exceed the scope of the Services under the Agreement. Assignment to Consultant of the specific Services shall be authorized by the City's issuance of Purchase Orders in a format set forth in Exhibit A.

The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Shannon Hunter. Consultant shall not replace its Authorized Representative, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement in personnel or subcontractor/subconsultant.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific

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needs. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work relating to the Project to other consultants.

2. Time of Performance. Time is of the essence in the performance of Services under this Agreement, and the period of performance shall be in accordance with the dates specified in the Purchase Order. No Purchase Order will include a period of performance beyond the expiration date of this Agreement. The timing requirements set forth in each Purchase Order shall be strictly adhered to unless otherwise modified in writing. Consultant shall begin performance, and shall complete all required Services, no later than the dates set forth in each individual Purchase Order. Any Services for which times for performance are not specified in each individual Purchase Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due under each Purchase Order. City shall grant or deny such requests at its sole discretion. Consultant's failure to strictly adhere to the timing requirements of each Purchase Order may result in termination of this Agreement by City.

2.1 Term. The term of this Agreement shall begin on July 1, 2023 and end on June 30, 2026, unless terminated for any reason, including a lack of appropriated funds to compensate services provided under this Agreement, in accordance with Section 6. Any such termination of this Agreement due to failure of the City of Tracy Council to appropriate funds for payment for Services under this Agreement shall not be a breach of the Agreement. The terms and conditions of this Agreement shall remain effect and applicable to all Purchase Orders issued during the term of the Agreement.

2.1.1 Option to Extend. This Agreement may be extended, on an annual basis, for an additional 3 years by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement, and subject to adequate budgetary authority, as shall be determined by the City's Finance Director.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the Services, and that actual damages for inconvenience and loss from any delay in completion of the Services are extremely difficult or impossible to determine. The City and the Consultant further agree that the City shall assess liquidated damages as follows:

a) Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process;

b) Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit C;

c) Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

(1) For 1-2 days overdue, amount deducted from Consultant's plan review fees will be $100 for each day;

(2) For 3-5 days overdue, amount deducted from Consultant's plan review fees will be $300 each day;

(3) For 6+ days overdue, amount deducted will be $500 each day.

The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement. Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for Services performed under this Agreement. City and Consultant will negotiate the time and price for each Purchase Order. No expenditures are authorized, and no Services shall commence, until the City has issued a Purchase Order.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $300,000.00 annually. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of the Services approved by the City through a Purchase Order. It is further understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Purchase Orders.

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

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

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

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

3.4 The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

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

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted

by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

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

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

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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

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

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

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

6. Termination. The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all Services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is not an agent or employee of City. The manner and means of conducting the Services under this Agreement are under the control of Consultant, except to the extent they are limited by statute, rule, or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Services, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Services or to exercise a measure of control over Consultant shall only mean that Consultant shall follow the desires of City with respect to the results of the Services. Consultant is free to work for other

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entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

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

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

To City:
Christopher Morgan
Building Official
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
NV5
Shannon Hunter
2525 Natomas Park Drive, Suite 350
Sacramento, CA 95833

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

13. Miscellaneous.

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

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

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

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

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

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

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

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

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

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the r**e**mainder of this Agreement shall remain in effect.

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

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

13.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

13.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Consultant

DocuSigned by:
Jeff Cooper
C7EAAAEA6C7D4CD...

By: Jeff Cooper
Title: Principal
Date: 6/29/2023 | 10:12 AM PDT

Federal Employer Tax ID No. 942706173

Exhibits:

A	Purchase Order Template
B	Compensation (See Agreement section 3)
C	Services

EXHIBIT A – Purchase Order Template

Purchase Order

Fiscal Year 2023 Page: 1 of 1

BILL TO
314
DS Building Division
333 Civic Center Plaza
Tracy, CA 95376

Delivery must be made within doors of specified destination.

VENDOR

SHIP TO
DS Building Division
333 Civic Center Plaza
Tracy, CA 95376

Requisition Number	Date Ordered	Vendor Number	Date Required

Item #	Description/Part No.	QTY	UOM	Unit Price	Extended Price

SAMPLE

By_____
Authorized Signature

Total Ext. Price	
PO Total	$

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EXHIBIT B – Compensation

PLAN REVIEW FEES	
DESCRIPTION	**RATE**
Plan Review Percentage of Fee Option* **Includes the initial review plus 2 rechecks. Additional checks will be T&M based on hourly rates.*	65% of City Plan Review Fees* **Minimum fee of $250*
Master Plan Review - Initial Plan Review	65% of City Plan Review Fees* **Minimum fee of $250*
Master Plan Review - Subsequent Plans	50% of Master Plan Review Initial Plan Review Fee* **Minimum fee of $250*
Senior Structural Plan Review Engineer	$190.00 per hour
Structural Engineer Plan Review Engineer	$165.00 per hour
Senior Plan Review Engineer	$165.00 per hour
Plan Review Engineer	$140.00 per hour
CASp (If Required)	$155.00 per hour
Senior ICC Certified Plans Examiner	$108.00 per hour
ICC Certified Plans Examiner	$103.00 per hour
Plan Intake Coordinator / Permit Technician	$72.00 per hour
Clerical Support	$62.00 per hour
Expedite Plan Review	Additional 25% of the fees above

INSPECTION FEES	
DESCRIPTION	**RATE**
Supervising Inspector	$120.00 per hour* **A 2 hour minimum will be charged*
Senior ICC Certified Inspector	$115.00 per hour* **A 2 hour minimum will be charged*
ICC Certified Inspector	$108.00 per hour **A 2 hour minimum will be charged*

REIMBURSABLE FEES	
DESCRIPTION	**RATE**
Jobsite Mileage (Non-City Vehicle)	$.65 Per Mile or Current IRS Accepted Rate

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EXHIBIT C

PART I - BUILDING INSPECTION SERVICES

SCOPE OF SERVICES

Consultant shall perform building inspections as required by the City of Tracy (hereinafter referred to as the "City"). Said building inspections shall be conducted to verify compliance with the Tracy Municipal Code, as may be amended or updated from time to time, applicable federal and state laws and regulations, Building Safety Division policies and Title 24 of the California Code of Regulations. Building inspections shall cover structural, fire sprinkler systems for one- and two-family dwellings and townhouses, fire and life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The inspections shall include using and applying requirements from applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

Building inspections shall include the review of plans and corresponding documents, site inspections, writing or typing legible, accurate and understandable correction and violation notices and field reports, and answering in-person or telephone inquiries in a timely and courteous manner.

MISCELLANEOUS REQUIREMENTS

All inspectors provided by Consultant to perform inspection services for the City shall be equipped with all necessary tools, equipment, and a complete set of current code books by Consultant in order to facilitate the inspection process. All inspectors provided by Consultant to perform inspection services for City shall continue to receive State-mandated continuing education and complete forty-five hours of continuing education for every three-year period. Such education is to be provided by Consultant at Consultant's sole cost including, but not limited to, any hourly costs associated with sending inspectors to such continuing education. When requested by City, Consultant shall provide evidence of said education within seven working days of request. The Consultant will credit the City for any inspectors provided by Consultant that receive regular technical training provided by City on an hour for hour basis. Currently, this training is provided for three hours per week. Upon Consultant's request, the City may forward notification of such training and the corresponding inspection or plan check staff attendance record to Consultant on a monthly basis. All inspectors shall possess and maintain necessary certifications required to perform inspections. Residential inspectors must, at a minimum, possess a residential combination inspector certification. Commercial inspectors must, at a minimum, possess a commercial combination inspector certification. Disabled access inspections shall be performed by a Certified Access Specialist (CASp).
The following items are the minimum required tools and equipment necessary to facilitate inspections as provided by the Consultant:

- Tape measure
- Combination Screwdriver
- Torpedo level
- GFCI tester
- Non-contact tester
- Phone
- Flashlight

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- Safety gear
    - Hard hat
    - Safety glasses
    - Steel toe boots
    - Reflective vest
    - Safety harness (approved for fall protection)
    - Electrical safety gloves (insulated)

Additionally, if performing disabled access inspections, the inspector shall have a 48" smart level and a push/pull gauge. Batteries for the smart level shall be supplied and calibration shall be performed by the Consultant.

Inspectors are required to have immediate access during inspections to the currently enforced Title 24 California Code of Regulations. If the Codes are in an electronic format, the Consultant must provide verification of access to subscription to the City. Additionally, if the Consultant's access to the Codes is dependent upon Internet connectivity and cellular service is not consistently available throughout the jurisdiction, the Consultant shall provide a hard copy of the Codes for each inspector.

PART II - BUILDING DOCUMENT/PLAN REVIEW SERVICES

SCOPE OF SERVICES

Consultant shall perform plan reviews as required by the City. Said plan reviews will range from small projects, such as a simple retaining wall, to a larger and more complex project such as a commercial/ industrial facility. All document/plan reviews shall be based on the Tracy Municipal Code, as amended from time to time, applicable federal and state laws and regulations, Title 24 California Code of

Regulations, and the City's Building Safety Division plan review standards and policies. Plan review shall cover structural, fire sprinkler systems for one and two-family dwellings and townhouses, fire and life safety, architectural, accessibility, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The plan review shall be inclusive of reviewing for approval applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

PLAN PROCESSING REQUIREMENTS

All plans are submitted directly to the City in electronic format. Consultant shall adhere to the most current version of the City's Building Safety Division Electronic Plan Review Guide for Consultants.

Where plans and documents are submitted in electronic format, the City shall transmit all plans and corresponding project documentation directly to the Consultant through a Bluebeam Studio Session. The Consultant shall join the Bluebeam Studio Session, where all plans and corresponding documents will be available for review and comment/approval. Therefore, the Consultant shall obtain the "Bluebeam REVU" software that is compatible with the City's version of Bluebeam software. The Consultant shall not share any Bluebeam studio sessions provided by City with applicants. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable list of corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittals through a Bluebeam Studio Session invite. Consultant shall direct the applicant to submit any revised plans and corresponding documentation directly to City when Consultant receives any resubmittal directly from the applicant if such were to

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occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the electronic plan set and corresponding documents as well as sign the approval page in said Bluebeam Studio Session. The stamp shall include the company identification, an "Approved" mark, and date of approval on each page of the approved set of plans as well as on each cover sheet of each set of corresponding documents.

The City will transmit all plans and corresponding project documentation electronically directly to the Consultant, for review and approval. The Consultant is required to provide the applicant with a complete, legible, accurate and understandable typed list of all corrections via email, for each plan review performed, with a copy to the city. Consultant shall also receive from the City any subsequent resubmittal. Consultant shall advise applicants that all resubmittals must be directed to the City if they were to receive the resubmittal directly from the applicant. Upon completion of the plan review process, and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the plans and corresponding documents. The stamp shall include the company identification, an "Approved" mark and date of approval. Stamp of approval shall be placed on each page of the approved plans as well as on each cover sheet of each set of corresponding documents. The Consultant shall then notify the City of the approval with a complete list of all approved documents, via email. In addition, the Consultant must provide the number of hours. in .25 increments, that were spent on each review.

REVIEWER CERTIFICATION REQUIREMENTS

All plan reviewers shall possess and maintain certifications required to perform reviews. All reviewers performing an accessibility review shall hold a current certification as a CASp. All other reviewers shall possess all the applicable and relevant certifications required by state law to conduct such reviews. These shall include, at a minimum, the Building, Residential, Electrical, Mechanical, and Plumbing Plans Examiner certifications (e.g., a reviewer who is reviewing plans or documents to check for code compliance with the California Electrical Code shall be certified as an Electrical Plans Examiner by a nationally recognized organization such as the International Code Council (ICC)).

TIME OF PERFORMANCE

Generally, the Consultant shall complete the initial plan review and submit approval of plan review or corrections within seventeen working days (all weekdays exclusive of the City's recognized holidays) from the date the plans are received by the City. Other minor projects shall require the initial review be completed and approval or corrections be submitted to City within seven working days, such as minor revisions and deferred submittals, commercial photovoltaic or energy storage systems, and residential plot plans. Residential photovoltaic systems and residential pools and spas shall require five working days to complete the review and submit approval or corrections for initial and subsequent reviews. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion. The Consultant shall complete any subsequent plan recheck for the typical plan review and submit approval of plan review or corrections within seven working days from the date the plans are received by the City. Where a seven-day review is required on the initial plan review, the subsequent plan rechecks shall be five working days. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

For expedited plan reviews, the time and additional fees for completing the initial and subsequent plan/document reviews shall be negotiated directly between the consultant and the permit applicant.

If the Consultant has not completed the plan review within the time duration specified above, Consultant may be subject to penalties outlined in Section 2.2 of the Performance Service Agreement.

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TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, pre-construction, or site meetings with City staff and/or permit holders, designers, or other interested parties.

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. This maximum limit fee shall cover the full plan review by Consultant including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, two resubmittals following the initial plan review, and a review for approval of all items listed as a deferred submittal on the approved set of plans. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and Consultant shall negotiate for an appropriately reduced fee. Where a reduced fee is applicable and negotiation has not occurred between the City and the Consultant prior to invoicing by Consultant, the City shall pay the Consultant a maximum of 50% of the plan review fee charged to the permit applicant.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH STRUCTECH ENGINEERING FOR AN INITIAL TERM OF ONE YEAR, WITH AN ADMINISTRATIVE OPTION TO EXTEND ANNUALLY, FOR AN ADDITIONAL TWO YEARS, TO PROVIDE ON-CALL PLAN CHECK SERVICES, FOR A NOT-TO-EXCEED AMOUNT OF $350,000 ANNUALLY (TOTAL NOT-TO-EXCEED AMOUNT OF $1,050,000)

WHEREAS, the City of Tracy has a variety of building permit applications that require specialized professional services; and

WHEREAS, the City receives for processing over 4,000 building permit applications annually and over 36,000 inspections and is experiencing substantial growth in residential, commercial, and industrial sectors; and

WHEREAS, the City requires the support of professional, technical, and related services from outside firms to perform these tasks; and

WHEREAS, the City published a Request for Proposals for such services on March 29, 2023 which resulted in nine proposals submitted by the April 14, 2023 deadline, of which five were selected; and

WHEREAS, Structech Engineering was one of the five bidders deemed to be qualified to provide plan check and inspection services; and

WHEREAS, staff recommends that the City Council authorize the execution of a Professional Services Agreement (PSA) with Structech Engineering to provide plan check and services, on an on-call services basis, to provide staff flexibility to utilize the consultant on an as needed basis; and

WHEREAS, the PSA will have an initial term of one year and will include an administrative option for the City Manager to extend, annually, for an additional two years with a not-to-exceed annual budget of $350,000; and

WHEREAS, the funding for PSA will be through existing budget authority, as granted by the City Council through the budget approval process; and

WHEREAS, through the budget approval process, the City Council approves an anticipated, estimated amount of funds anticipated to be collected through the plan review and inspection fees set forth in the City's Master Fee Schedule, and expenses not covered by such

fees are appropriated General Fund amounts, which amount is adjusted as needed throughout the fiscal year; and

WHEREAS, the City will utilize the requested services on an on-call basis, and the City will issue Purchase Orders for the scope of work needed; and

WHEREAS, the proposed on-call agreements are for procurement of plan check and inspection services which the City must perform as a regulatory body, for already approved projects that have, separately, satisfied environmental review requirements under the California Environmental Quality Act, and this action will not result in any physical changes in the environment that have not already been considered in those separate approvals and, therefore is not considered a project as defined by Section 21065 of the Public Resources Code. The proposed on-call agreement is for plan check and inspection services work for already approved projects that have, separately, satisfied environmental review requirements under the California Environmental Quality Act; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Professional Services Agreement (PSA) with Structech Engineering to provide on-call building plan check services for a not-to-exceed amount of $350,000 annually for an initial term of one year with an administrative option to extend, annually for an additional two years (total not-to-exceed amount of $1,050,000); and be it

FURTHER RESOLVED: That the PSA shall allow the City Manager to extend the initial term, on an annual basis, following a written determination that Structech Engineering has satisfactorily met all the requirements of the PSA, and further, subject to annual budgetary appropriation by the City Council, through the budget approval process, supporting the funding for such annual extensions; and be it

FURTHER RESOLVED: That PSA shall be approved as to form and legality, by the City Attorney; and be it

FURTHER RESOLVED: That the City Council hereby finds that this action will not result in any physical changes in the environment that have not already been considered in previously approved projects and, is not considered a project as defined by Section 21065 of the Public Resources Code.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th day of July 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC. FOR AN INITIAL TERM OF ONE YEAR, WITH AN ADMINISTRATIVE OPTION TO EXTEND ANNUALLY, FOR AN ADDITIONAL TWO YEARS, TO PROVIDE ON-CALL PLAN CHECK AND INSPECTION SERVICES, FOR A NOT-TO-EXCEED AMOUNT OF $800,000 ANNUALLY (TOTAL NOT-TO-EXCEED AMOUNT OF $2,400,000)

WHEREAS, the City of Tracy has a variety building permit applications that require specialized professional services; and

WHEREAS, the City receives for processing over 4,000 building permit applications annually and over 36,000 inspections and is experiencing substantial growth in residential, commercial, and industrial sectors; and

WHEREAS, the City requires the support of professional, technical, and related services from outside firms to perform these tasks; and

WHEREAS, the City published a Request for Proposals for such services on March 29, 2023 which resulted in nine proposals submitted by the April 14, 2023 deadline, of which five were selected; and

WHEREAS, 4Leaf, Inc. was one of the five bidders deemed to be qualified to provide plan check and inspection services; and

WHEREAS, staff recommends that the City Council authorize the execution of a Professional Services Agreement (PSA) with 4Leaf, Inc. to provide plan check and services, on an on-call services basis, to provide staff flexibility to utilize the consultant on an as needed basis; and

WHEREAS, the PSA will have an initial term of one year and will include an administrative option for the City Manager to extend, annually, for an additional two years with a not-to-exceed annual budget of $800,000; and

WHEREAS, the funding for PSA will be through existing budget authority, as granted by the City Council through the budget approval process; and

WHEREAS, through the budget approval process, the City Council approves an anticipated, estimated amount of funds anticipated to be collected through the plan review and inspection fees set forth in the City's Master Fee Schedule, and expenses not covered by such

fees are appropriated General Fund amounts, which amount is adjusted as needed throughout the fiscal year; and

WHEREAS, the City will utilize the requested services on an on-call basis, and the City will issue Purchase Orders for the scope of work needed; and

WHEREAS, the proposed on-call agreements are for procurement of plan check and inspection services which the City must perform as a regulatory body, for already approved projects that have, separately, satisfied environmental review requirements under the California Environmental Quality Act, and this action will not result in any physical changes in the environment that have not already been considered in those separate approvals and, therefore is not considered a project as defined by Section 21065 of the Public Resources Code. The proposed on-call agreement is for plan check and inspection services work for already approved projects that have, separately, satisfied environmental review requirements under the California Environmental Quality Act; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Professional Services Agreement (PSA) with 4Leaf, Inc. to provide on-call building plan check and inspection services for a not-to-exceed amount of $800,000 annually for an initial term of one year with an administrative option to extend, annually for an additional two years (total not-to-exceed amount of $2,400,000); and be it

FURTHER RESOLVED: That the PSA shall allow the City Manager to extend the initial term, on an annual basis, following a written determination that 4Leaf, Inc. has satisfactorily met all the requirements of the PSA, and further, subject to annual budgetary appropriation by the City Council, through the budget approval process, supporting the funding for such annual extensions; and be it

FURTHER RESOLVED: That PSA shall be approved as to form and legality, by the City Attorney; and be it

FURTHER RESOLVED: That the City Council hereby finds that this action will not result in any physical changes in the environment that have not already been considered in previously approved projects and, is not considered a project as defined by Section 21065 of the Public Resources Code.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th day of July 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR AN INITIAL TERM OF ONE YEAR, WITH AN ADMINISTRATIVE OPTION TO EXTEND ANNUALLY, FOR AN ADDITIONAL TWO YEARS, TO PROVIDE ON-CALL PLAN CHECK AND INSPECTION SERVICES, FOR A NOT-TO-EXCEED AMOUNT OF $600,000 ANNUALLY (TOTAL NOT-TO-EXCEED AMOUNT OF $1,800,000)

WHEREAS, the City of Tracy has a variety building permit applications that require specialized professional services; and

WHEREAS, the City receives for processing over 4,000 building permit applications annually and over 36,000 inspections and is experiencing substantial growth in residential, commercial and industrial sectors; and

WHEREAS, the City requires the support of professional, technical, and related services from outside firms to perform these tasks; and

WHEREAS, the City published a Request for Proposals for such services on March 29, 2023 which resulted in nine proposals submitted by the April 14, 2023 deadline, of which five were selected; and

WHEREAS, Bureau Veritas was one of the five bidders deemed to be qualified to provide plan check and inspection services; and

WHEREAS, staff recommends that the City Council authorize the execution of a Professional Services Agreement (PSA) with Bureau Veritas to provide plan check and services, on an on-call services basis, to provide staff flexibility to utilize the consultant on an as needed basis; and

WHEREAS, the PSA will have an initial term of one year and will include an administrative option for the City Manager to extend, annually, for an additional two years with a not-to-exceed annual budget of $600,000; and

WHEREAS, the funding for PSA will be through existing budget authority, as granted by the City Council through the budget approval process; and

WHEREAS, through the budget approval process, the City Council approves an anticipated, estimated amount of funds anticipated to be collected through the plan review and inspection fees set forth in the City's Master Fee Schedule, and expenses not covered by such

fees are appropriated General Fund amounts, which amount is adjusted as needed throughout the fiscal year; and

WHEREAS, the City will utilize the requested services on an on-call basis, and the City will issue Purchase Orders for the scope of work needed; and

WHEREAS, the proposed on-call agreements are for procurement of plan check and inspection services which the City must perform as a regulatory body, for already approved projects that have, separately, satisfied environmental review requirements under the California Environmental Quality Act and this action will not result in any physical changes in the environment that have not already been considered in those separate approvals and, therefore is not considered a project as defined by Section 21065 of the Public Resources Code. The proposed on-call agreement is for plan check and inspection services work for already approved projects that have, separately, satisfied environmental review requirements under the California Environmental Quality Act; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Professional Services Agreement (PSA) with Bureau Veritas to provide on-call building plan check and inspection services for a not-to-exceed amount of $600,000 annually for an initial term of one year with an administrative option to extend, annually for an additional two years (total not-to-exceed amount of $1,800,000); and be it

FURTHER RESOLVED: That the PSA shall allow the City Manager to extend the initial term, on an annual basis, following a written determination that Bureau Veritas has satisfactorily met all the requirements of the PSA, and further, subject to annual budgetary appropriation by the City Council, through the budget approval process, supporting the funding for such annual extensions; and be it

FURTHER RESOLVED: That PSA shall be approved as to form and legality, by the City Attorney; and be it

FURTHER RESOLVED: That the City Council hereby finds that this action will not result in any physical changes in the environment that have not already been considered in previously approved projects and, is not considered a project as defined by Section 21065 of the Public Resources Code.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th day of July 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TRUE NORTH COMPLIANCE SERVICES FOR AN INITIAL TERM OF ONE YEAR, WITH AN ADMINISTRATIVE OPTION TO EXTEND ANNUALLY, FOR AN ADDITIONAL TWO YEARS, TO PROVIDE ON-CALL PLAN CHECK AND INSPECTION SERVICES, FOR A NOT-TO-EXCEED AMOUNT OF $450,000 ANNUALLY (TOTAL NOT-TO-EXCEED AMOUNT OF $1,350,000)

WHEREAS, the City of Tracy has a variety building permit applications that require specialized professional services; and

WHEREAS, the City receives for processing over 4,000 building permit applications annually and over 36,000 inspections and is experiencing substantial growth in residential, commercial and industrial sectors; and

WHEREAS, the City requires the support of professional, technical, and related services from outside firms to perform these tasks; and

WHEREAS, the City published a Request for Proposals for such services on March 29, 2023 which resulted in nine proposals submitted by the April 14, 2023 deadline, of which five were selected; and

WHEREAS, True North Compliance Services was one of the five bidders deemed to be qualified to provide plan check and inspection services; and

WHEREAS, staff recommends that the City Council authorize the execution of a Professional Services Agreement (PSA) with True North Compliance Services to provide plan check and services, on an on-call services basis, to provide staff flexibility to utilize the consultant on an as needed basis; and

WHEREAS, the PSA will have an initial term of one year and will include an administrative option for the City Manager to extend, annually, for an additional two years with a not-to-exceed annual budget of $450,000; and

WHEREAS, the funding for PSA will be through existing budget authority, as granted by the City Council through the budget approval process; and

WHEREAS, through the budget approval process, the City Council approves an anticipated, estimated amount of funds anticipated to be collected through the plan review and inspection fees set forth in the City's Master Fee Schedule, and expenses not covered by such

fees are appropriated General Fund amounts, which amount is adjusted as needed throughout the fiscal year; and

WHEREAS, the City will utilize the requested services on an on-call basis, and the City will issue Purchase Orders for the scope of work needed; and

WHEREAS, the proposed on-call agreements are for procurement of plan check and inspection services which the City must perform as a regulatory body, for already approved projects that have, separately, satisfied environmental review requirements under the California Environmental Quality Act, and this action will not result in any physical changes in the environment that have not already been considered in those separate approvals and, therefore is not considered a project as defined by Section 21065 of the Public Resources Code. The proposed on-call agreement is for plan check and inspection services work for already approved projects that have, separately, satisfied environmental review requirements under the California Environmental Quality Act; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Professional Services Agreement (PSA) with True North Compliance Services to provide on-call building plan check and inspection services for a not-to-exceed amount of $450,000 annually for an initial term of one year with an administrative option to extend, annually for an additional two years (total not-to-exceed amount of $1,350,000); and be it

FURTHER RESOLVED: That the PSA shall allow the City Manager to extend the initial term, on an annual basis, following a written determination that True North Compliance Services has satisfactorily met all the requirements of the PSA, and further, subject to annual budgetary appropriation by the City Council, through the budget approval process, supporting the funding for such annual extensions; and be it

FURTHER RESOLVED: That PSA shall be approved as to form and legality, by the City Attorney; and be it

FURTHER RESOLVED: That the City Council hereby finds that this action will not result in any physical changes in the environment that have not already been considered in previously approved projects and, is not considered a project as defined by Section 21065 of the Public Resources Code.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th day of July 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NV5 FOR AN INITIAL TERM OF ONE YEAR, WITH AN ADMINISTRATIVE OPTION TO EXTEND ANNUALLY, FOR AN ADDITIONAL TWO YEARS, TO PROVIDE ON-CALL PLAN CHECK AND INSPECTION SERVICES, FOR A NOT-TO-EXCEED AMOUNT OF $300,000 ANNUALLY (TOTAL NOT-TO-EXCEED AMOUNT OF $900,000)

WHEREAS, the City of Tracy has a variety building permit applications that require specialized professional services; and

WHEREAS, the City receives for processing over 4,000 building permit applications annually and over 36,000 inspections and is experiencing substantial growth in residential, commercial and industrial sectors; and

WHEREAS, the City requires the support of professional, technical, and related services from outside firms to perform these tasks; and

WHEREAS, the City published a Request for Proposals for such services on March 29, 2023 which resulted in nine proposals submitted by the April 14, 2023 deadline, of which five were selected; and

WHEREAS, NV5 was one of the five bidders deemed to be qualified to provide plan check and inspection services; and

WHEREAS, staff recommends that the City Council authorize the execution of a Professional Services Agreement (PSA) with NV5 to provide plan check and services, on an on-call services basis, to provide staff flexibility to utilize the consultant on an as needed basis; and

WHEREAS, the PSA will have an initial term of one year and will include an administrative option for the City Manager to extend, annually, for an additional two years with a not-to-exceed annual budget of $300,000; and

WHEREAS, the funding for PSA will be through existing budget authority, as granted by the City Council through the budget approval process; and

WHEREAS, through the budget approval process, the City Council approves an anticipated, estimated amount of funds anticipated to be collected through the plan review and inspection fees set forth in the City's Master Fee Schedule, and expenses not covered by such fees are appropriated General Fund amounts, which amount is adjusted as needed throughout the fiscal year; and

WHEREAS, the City will utilize the requested services on an on-call basis, and the City will issue Purchase Orders for the scope of work needed; and

WHEREAS, the proposed on-call agreements are for procurement of plan check and inspection services which the City must perform as a regulatory body, for already approved projects that have, separately, satisfied environmental review requirements under the California Environmental Quality Act, and this action will not result in any physical changes in the environment that have not already been considered in those separate approvals and, therefore is not considered a project as defined by Section 21065 of the Public Resources Code. The proposed on-call agreement is for plan check and inspection services work for already approved projects that have, separately, satisfied environmental review requirements under the California Environmental Quality Act; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Professional Services Agreement (PSA) with NV5 to provide on-call building plan check and inspection services for a not-to-exceed amount of $300,000 annually for an initial term of one year with an administrative option to extend, annually for an additional two years (total not-to-exceed amount of $900,000); and be it

FURTHER RESOLVED: That the PSA shall allow the City Manager to extend the initial term, on an annual basis, following a written determination that NV5 has satisfactorily met all the requirements of the PSA, and further, subject to annual budgetary appropriation by the City Council, through the budget approval process, supporting the funding for such annual extensions; and be it

FURTHER RESOLVED: That PSA shall be approved as to form and legality, by the City Attorney; and be it

FURTHER RESOLVED: That the City Council hereby finds that this action will not result in any physical changes in the environment that have not already been considered in previously approved projects and, is not considered a project as defined by Section 21065 of the Public Resources Code.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th day of July 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 1.L

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution ratifying, pursuant to Tracy Municipal Code Section 2.20.180(B)(1), various procurement contracts for goods and general services agreements executed by the City Manager to implement Emergency Interim Housing solutions for the unsheltered.

EXECUTIVE SUMMARY

This agenda item is to provide a summary of several actions followed by staff to implement emergency interim housing solutions for the unsheltered, and to receive ratification by City Council of the various contracts for goods and general services. On August 16, 2022, the City Council adopted Resolution No. 2022-121 (Resolution), which reaffirmed an emergency shelter crisis as the City of Tracy continues to experience an increasing number of unsheltered individuals. Due to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions. The Resolution also dispensed the procurement requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6).

Since the adoption of the Resolution and in accordance with Council direction, staff has continued to move forward with implementing interim housing solutions. The City Manager has executed contracts under the authority of the Resolution. To fully inform the City Council and the public, this agenda item summarizes certain actions taken by the City Manager to address the shelter crisis, which involved the procurement of goods and general services. Additionally, since the Resolution only dispensed the procurement requirements for professional services, the Tracy Municipal Code requires that such contracts for certain purchases and general services be ratified by Council.

Tracy Homelessness Advisory Committee (THAC) heard this item on June 15, 2023 and recommended that the City Council adopt the proposed Resolution.

BACKGROUND AND LEGISLATIVE HISTORY

On March 10, 2020, the City Council declared a shelter crisis through the adoption of Resolution 2020-052. On September 1, 2020, Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Facility), to create a safe and dignified facility for residents experiencing homelessness. Phase 1 of the project, which included demolition of an existing structure, installation of underground utilities and grading, began in 2022 and has been completed. Phase 2, which is to include the construction of above ground structures, fencing and sidewalks, was to begin in summer 2022. Only one bid was received, and the bid was deemed non-responsive, because the required federal compliance forms were not included in the bid packet. The bid also significantly exceeded the engineers' estimate.

On August 16, 2022, staff recommended that City Council reject the single bid received for the Temporary Emergency Housing Project on Arbor Avenue, Site Improvements Construction Package 2, CIP 71112, and authorize staff to re-advertise the project and rebid of the project.

As this created a delay on August 16, 2022, the City Council adopted Resolution No. 2022-121 which reaffirmed an emergency shelter crisis as the City of Tracy continues to experience an increasing number of unsheltered individuals. Due to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions. The Resolution also dispensed the procurement requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6).

ANALYSIS

The Resolution, adopted on August 16, 2022, directed the City Manager to take immediate and emergency actions necessary to implement interim housing solutions for Tracy's unsheltered population until the completion and opening of the Temporary Emergency Housing Project on Arbor Road. It also waived the competitive bidding requirements for professional services under the TMC, relating to the implementation of interim housing solutions. As noted above, at the time of adopting Resolution No. 2022-121, the City was exploring the leasing of fully constructed modular units to locate on Arbor Road and did not anticipate undertaking additional construction activities at the site beyond what had already been completed as part of Phase 1 of the Temporary Emergency Housing Project. Staff was unable to identify feasible alternative housing solutions due to various site constraints and logistical issues. As directed, per the Resolution, the City mobilized rapidly to undertake certain construction activities to install the units and operate them with adequate health and safety protections.

In January 2023, staff secured a new vendor for fuel that resulted in a savings of almost $1.50 per gallon. Finally, the City expanded the temporary fencing around the Temporary Housing Emergency Shelter site to secure the construction areas and enhance security of the residents and staff at the shelter until the permanent fence is installed.

As noted above, the Resolution waived the procurement requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6) to provide the City Manager quicker options to secure services from interim shelter operators. At the time, the procurement of additional goods and services had not been contemplated, so they were not addressed in the Resolution. Tracy Municipal Code Section 2.20.180 requires that, for purchases or general services of $50,000 or more, the City follow a formal bidding procedure for the procurement of such purchases or general services. Section 2.20.180(b)(1) allows formal bidding procedures to be dispensed in an emergency, provided that the City Manager reports to the City Council, at the next regular meeting, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency. Due to the imminent need to provide housing solutions, the following purchases and contracts were necessary to respond to the housing emergency:

EXHIBIT A - SIGNED CONTRACTS PROPOSED FOR CITY COUNCIL RATIFICATION

Vendor	Summary	Ratification Amount	Funding Source	Not to Exceed Amount
SC Fuel	January 2023 through May 2023 fuel costs	$125,000	ARPA ($104,251) HPSJ ($20,749)	$125,000
United Fence Services	Temporary fencing until permanent fencing installed	$180,000	ARPA ($180,000)	$200,000
	TOTAL	$305,000		$325,000

The above-mentioned procurement contracts for goods and general services agreements collectively total $325,000 as part of the ratification request.

FISCAL IMPACT

The City secured a grant of $1.2 million from Health Plan of San Joaquin for the costs of the custom containers and interim site expenses related to Phase 3 and Phase 4. In addition, the City has committed funding from American Rescue Plan Act (ARPA) for the operations costs at the Temporary Housing Emergency Shelter. Funding for the contracts with SC Fuel and United Fence Services are covered by the combination of grant funds from Health Plan of San Joaquin and ARPA.

	Health Plan of San Joaquin Grant
Modulars (phase 3 first year)	$192,931
Custom Containers (phase 4)	$716,320
Operating (Supplies, Fuel) (phase 3 and 4 first year)	$290,749
Total Committed	**$1,200,000**

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, *Implement the adopted Homelessness Strategic Plan*.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution ratifying, pursuant to Tracy Municipal Code Section 2.20.180(b)(1), various procurement contracts for goods and general services agreements executed by the City Manager to implement emergency interim housing solutions for the unsheltered.

Prepared by: Karin Schnaider, Assistant City Manager

Reviewed by: Adriana Castaneda, Director of Mobility and Housing
Sara Cowell, Director of Finance
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – General Services Agreement with SC Commercial, LLC DBA SC Fuels
Attachment B – General Services Agreement with United Fence Services, Inc.

CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
SC COMMERCIAL, LLC, DBA SC FUELS

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and SC Commercial, LLC, DBA SC Fuels (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide diesel fuel at 370 W. Arbor Road, Tracy, CA 95376 for four generators with an estimated capacity of 300 gallons each with two active at all times and an additional two backups and spare fuel tank. This location is considered an on-demand mobile fueling operation; and

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

C. This agreement is being executed pursuant to Resolution No. 2022-121 approved by Tracy City Council on August 16, 2022.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Contractor shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: Jake Loveland, Business Development Manager. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall begin performance and shall complete all required services no later than the dates set forth in Section 2.1. Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on January 27, 2023, and end on August 31, 2023, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed $125,000. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by

Contractor in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

5.6 Notice of Cancellation. Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material

change in the policy prior to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

8 Labor Code Compliance. Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and

"maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

8.1 Rates. These prevailing wage rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

8.2 Registration with DIR. Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

8.3 Monitoring. This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

9. Ownership of Work. All original documents prepared by Contractor 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 Contractor's services, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.

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

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

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

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

To City:
Operations and Utilities Department
Attn: James Jackson
520 N. Tracy Blvd.
Tracy, CA 95376

To Contractor:
SC Fuels
Attn: Shawn Shears
237 E. Whitmore Avenue
Modesto, CA 95358

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

14. Miscellaneous.

14.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Contractor'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.

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

14.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

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

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

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

14.6.1 Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

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

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

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

14.9 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal

counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

SC Commercial, LLC, DBA SC Fuels

DocuSigned by:
Robert W. Bollar
32F9022F04FF4B0...

By: Robert W. Bollar
Title: Corporate Secretary and Vice President
Date: 6/29/2023

Federal Employer Tax ID No. 83-0751205

Exhibits:

A Scope of Services
B Compensation

EXHIBIT A – SCOPE OF SERVICES

FOR

DIESEL FUEL SUPPLIER FOR TEMPORARY EMERGENCY SHELTER

1. OVERVIEW:

The Contractor shall have a diesel fuel supply Agreement which shall assure the continuous supply of diesel fuel during the Agreement period. Contractor may be required to furnish information supporting their ability to supply, without major interruption, the products covered in this Scope of Services.

2. DELIVERY REQUIREMENTS:

2.1. Product shall be delivered as ordered by Director of Operations & Utilities or their designee.

2.2. The City reserves the right to add or remove delivery locations as required by its operations. Contractor shall not charge a zone price differential for delivery.

2.3. If an order is placed for a truck and trailer quantity to be delivered and the Contractor elects to make that delivery in a vehicle of lesser capacity, the Contractor shall not charge more than the truck and trailer prices.

2.4. All deliveries shall be made in a metered truck or temperature correction adjustments to 60° F shall be made.

2.5. All deliveries shall be made within 24 - 36 hours after order has been placed. Orders shall be placed by authorized e-mail or phone. If a phone order is placed, a follow-up email will be sent to Contractors Authorized Representative.

3. DELIVERY LOCATION & TIMES:

3.1. Location:

City of Tracy Temporary Emergency Shelter
370 W. Arbor Rd
Tracy, CA 95376

3.2. Times:
Fuel shall be delivered to the site Monday through Friday, between 7:00 AM to 4:00 PM of each week. The City reserves the right to place additional orders for fuel delivery at any time.

The City may require periodic fuel delivery at other locations that are to be determined as necessary.

4. FUEL:

4.1. Quantity:
There shall be no guarantee as to actual quantities required during the period of the Agreement. The City's annual diesel fuel usage is estimated to be 48,000 gallons.

4.2. Quality:
Diesel fuel shall be Dyed CARB Ultra Low Sulfur Diesel, if unavailable, CARB Ultra Low Sulfur Diesel No. 2, and then Renewable (R99) CARB Ultra Low Sulfur Diesel No. 2 is acceptable and shall comply with all CARB requirements. It shall meet or exceed the requirements of the latest edition of ASTM D975 and shall meet the sulfur content and the aromatic content in California Code of Regulation, Title 13, section 2281 and section 2282. Renewable diesel should be treated the same as conventional CARB diesel for all purposes, including storage in underground storage tanks (USTs).

Contractor shall be liable for any and all damages to facilities (including tank, fuel lines, pumps, and dispensers), vehicles, and fuel in storage, which may occur as the result of contaminated fuel or fuel not in compliance with specification.

4.3. Fuel Spills
Contractor shall be responsible for any damage or violations of law caused by any fuel spill during the delivery process. Drivers are to report any spill and the Contractor shall pay City for any costs incurred in the cleanup of any spill.

5. PRICE VERIFICATION:

During the Agreement period, the Contractor will be required to provide price verification. This may be supplied in the form of rack prices in effect at time of delivery and/or copy of Contractor's Rack Supplier invoices that show prices paid for product delivered. The Contractor agrees to make available at their office, at reasonable times during the period of the Agreement, any of the above records for inspection or audit by an authorized representative of the City.

6. SUBCONTRACTORS:

Contractor shall not use subcontractors without the prior written approval of the City of Tracy. Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the Contractor either voluntarily or by operation of law without the written approval of the City and shall not become an asset in any bankruptcy receivership or guardianship proceeding. Such contract shall extend to and be binding upon and insure to the benefits of the heirs, executors, administrators, successors, and assign of the respective parties hereto.

7. Permits:

Contractor is required to obtain all applicable Federal, State, and local permits include but not limited to an On-Demand Mobile Fueling Operation.

EXHIBIT B - COMPENSATION

SCHEDULE OF PRICES

Based on Oil Price Information Service (OPIS) Stockton Daily Rack Average

Bid evaluated on lowest markup

Dyed CARB Ultra Low Sulfur Diesel

Price Per Gallon over OPIS Stockton Daily Rack Rate	Delivery Fee
$1.55	$150

CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
United Fence Services, Inc. – Temporary Emergency Housing Facility Fence Rentals

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and United Fence Services, Inc., a California corporation (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide the Temporary Emergency Housing Facility (TEHF) with the rental of fence panels, stands and safety brackets; and

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

C. Pursuant to Resolution No. _____, the City Council dispensed the procurement requirements for this Agreement under Tracy Municipal Code section 2.20.180, subsection (b)(4), and authorized execution of this Agreement.

D. This Agreement is being executed pursuant to Resolution No. _____.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on November 1, 2022 and end on December 31, 2023, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Contractor at the billing rates set forth in Exhibit "B" attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed $200,000. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

5.6 Notice of Cancellation. Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

8 Labor Code Compliance. Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. The services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

8.1 Rates. These prevailing wage rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend,

indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

8.2 Registration with DIR. Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

8.3 Monitoring. This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

9. Ownership of Work. All original documents prepared by Contractor 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 Contractor's services, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.

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

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

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To City:

Karin Schnaider
Assistant City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

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

To Contractor:

United Fence Services
5491 West F Street
Tracy, CA 95304

14. Miscellaneous.

14.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Contractor'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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14.6.2 Non-discrimination. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Contractor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

14.7 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement,

Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____
By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

United Fence Services, Inc.

DocuSigned by:
Jose A Flores
By: Jose A. Flores
Title: Chief Executive Officer
Date: 6/28/2023 | 4:18 PM PDT

Federal Employer Tax ID No.

DocuSigned by:
Yuliana Flores
By: Yuliana Flores
Title: Chief Financial Officer
Date: 6/29/2023 | 12:51 PM PDT

Exhibits:

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

EXHIBIT A - Scope of Work

Commencing on November 1, 2022, the below items will be delivered, installed, and removed at the Tracy Emergency Housing Facility located at 370 Arbor Road Tracy, CA 95304, throughout the term of this contract as the site demands fluctuate during the construction process.

- Provide and install Driven Chain-Link Fences
- Provide and install Pedestrian Gates, Double Swing Gates, Chain-Link Gate
- Provide and Install Chain-Link Fence Panels with stands and brackets
- Sandbags
- Driven Posts
- Delivery and Pick-Up

EXHIBIT B - Compensation

Commencing on November 1, 2022, the below items will be delivered, installed, and removed at the Tracy Emergency Housing Facility located at 370 Arbor Road Tracy, CA 95304, throughout the term of this contract as the site demands fluctuate during the construction process.

Rental Fees

Provide and install Driven Chain-Link Fence - $8.00 per Linear Feet (LF)
Provide and Install Pedestrian Gates - $250.00 per Gate
Provide and install Double Swing Gates - $550.00 per Gate
Provide and Install Chain-Link Slide Gate - $1,200.00
Provide and Install Chain-Link Gate - $150.00
Prevailing Wage
Provide and Install Temporary Fence Panels with Metal Bases and Safety Brackets - $2.50 per LF
Provide and Install Sandbags - $10.00 per Sandbag
Delivery Charge - $150.00
Pick-Up Charge - $150.00

Damage Fees

Damage Fees Lost or Stolen $285.00 each
Damaged Panels $180.00 each
Damaged/Missing Metal Stands $45.00 each
Missing Brackets $4.50 each
Removing/Relocating fence panels $125.00 per hour + Service Call $175.00

One time fees - (Unless replacement is needed)

Windscreen/ Privacy Screen $2.50 Linear Feet
Cement Blocks $48.00 each
Sandbags $7.50 each
Gravel Bags $15.00 each

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RATIFYING, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.180(B)(1), VARIOUS PROCUREMENT CONTRACTS FOR GOODS AND GENERAL SERVICES EXECUTED BY THE CITY MANAGER TO IMPLEMENT INTERIM HOUSING SOLUTIONS TO ADDRESS THE DECLARED SHELTER CRISIS

WHEREAS, the City of Tracy, like many cities across California, is experiencing a shelter crisis; and

WHEREAS, on March 10, 2020, the City Council declared a shelter crisis through the adoption of Resolution 2020-052; and

WHEREAS, under the shelter crisis, the City is authorized to provide emergency housing, shelters, bridge housing communities, and other services to the unsheltered; and

WHEREAS, on September 1, 2020, the City Council authorized the creation of a Capital Improvement Project for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness (Facility); and

WHEREAS, site work for the Facility is underway, and the City solicited bids for the Project; and

WHEREAS, on August 16, 2022, the Council rejected the bid from the sole bidder, Gowan Construction, Inc. and authorized a rebid of this project; and

WHEREAS, the continued shelter crisis is resulting in a threat to the safety and health of the unsheltered as well as other residents in the City; and

WHEREAS, the City desires to provide interim housing solutions until the completion and opening of the City's Facility; and

WHEREAS, the solutions will require vendors to implement and operate the interim solutions; and

WHEREAS, the solutions may include various interim housing solutions, including procurement of goods and services; and

WHEREAS, on August 16, 2022, the City Council approved Resolution 2022-121 and directed the City Manager to take immediate and emergency actions necessary to implement interim housing solutions for Tracy's unsheltered until the completion and opening of the Facility,

including negotiating with potential service providers and identifying potential sites for such interim housing solutions; and

WHEREAS, pursuant to Tracy Municipal Code Section 2.20.140(b)(6), Resolution 2022-121 dispensed the procurement requirements for professional services for contracts providing interim housing solutions; and

WHEREAS, for purchases or general services of $50,000 or more, Tracy Municipal Code Section 2.20.180 requires that the City follow a formal bidding procedure for the procurement of such goods or general services; and

WHEREAS, Tracy Municipal Code Section 2.20.180(b)(1) allows such formal bidding procedures to be dispensed in an emergency, provided that the City Manager reports to the City Council, at the next regular meeting, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency; and

WHEREAS, the shelter crisis poses an immediate threat to the health and safety of the unsheltered and surrounding Tracy community, and the City Manager has executed the contracts set forth in Exhibit A, attached hereto, due to this emergency; and

WHEREAS, many of the opportunities to provide interim housing solutions would have become unavailable if the City conducted formal bidding procedures; and

WHEREAS, Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis; and

WHEREAS, a Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing (Facility) site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects); and now therefore be it

WHEREAS, The Tracy Homelessness Advisory Committee heard this item on June 15, 2023 and recommended that the City Council adopt the proposed Resolution; now, therefore, be it

RESOLVED: That the City Council finds and determines the foregoing recitals to be true and correct and hereby makes them a part of this Resolution; and be it

FURTHER RESOLVED: That the City Council hereby ratifies the contracts for procurement of goods and certain general services set forth in Exhibit A that have been executed by the City Manager, pursuant to Tracy Municipal Code Section 2.20.180(b)(1); and be it

FURTHER RESOLVED: That the City Council hereby finds that formal bidding procedures for the above contracts were properly dispensed to due to the declared shelter crisis; and be it

FURTHER RESOLVED: the City Council, based on its own independent investigation and judgment, finds that no further analysis under the California Environmental Quality Act (CEQA) for the actions authorized herein because: 1) Government Code section 8698.4 exempts the application of the to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis; 2) the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to

as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112); 3) A Notice of Exemption was issued on October 16, 2020 for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects); and 4) No environmental impacts beyond those already analyzed for the CIP exist.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on July 5, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 1.M

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving an Offsite Improvement Agreement between the City and Lennar Homes of California, LLC for the Lammers Road Undercrossing Improvements at Interstate 580 that are required as part of the Conditions of Approval for Tracy Hills Phase 1B Vesting Tentative Subdivision Map.

EXECUTIVE SUMMARY

This item is to consider an Offsite Improvement Agreement (OIA) for the public roadway improvements known as the Lammers Road Undercrossing Improvements at Interstate 580 (I-580), located between the Tracy Hills Phase 1B and Phase 2 developments, and being within the boundaries of the Tracy Hills Specific Plan Area. Council's approval of the Offsite Improvement Agreement will allow Lennar Homes of California, LLC (Developer) to proceed with the construction of the Lammers Road Undercrossing Improvements as required by the Conditions of Approval for the Vesting Tentative Subdivision Map for Tracy Hills Phase 2.

BACKGROUND AND LEGISLATIVE HISTORY

On October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154. The Tracy Hills Phase 2 project is generally bordered by the I-580 freeway to the north and Corral Hollow Road to the east.

ANALYSIS

The Vesting Tentative Subdivision Map for Tracy Hills Phase 2 is subject to specified Conditions of Approval which describe, among other things, improvements that are required for approval of the Final Subdivision Maps pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

The Lammers Road Undercrossing Improvements are part of the public improvements for the Lammers Road Extension, extending from Tracy Hills Drive in Tracy Hills Phase 1B to Corral Hollow Road in Tracy Hills Phase 2, that are required to be constructed by the Developer under the Conditions of Approval numbers C.2.7.2, C.2.7.3, and C.2.8.b. Based on these Conditions and the applicable traffic studies, these Improvements must be completed by final inspection or occupancy of the first dwelling constructed in Tracy Hills Phase 2, as set forth in the Tracy Hills Phase 2 Traffic Study. In order to complete the required Lammers Road Extension, the roadway improvements must cross under the existing I-580 freeway.

The Lammers Road Undercrossing Improvements will be located entirely within the existing State of California right-of-way for the I-580 freeway and no additional right-of-way dedication to the State or the City of Tracy is required for the construction of the improvements. Since the Project is located entirely within the existing State right-of-way, all review, processing, and approval of the Project plans was performed by the California Department of Transportation

(Caltrans) and all permitting for the project will be issued under a Caltrans Encroachment Permit.

Improvement plans and specifications, which describe in more detail the Lammers Road Undercrossing Improvements at Interstate 580, which are required under the Conditions of Approval and the subject OIA, were prepared at the request of the City and have been approved by Caltrans.

The Developer has executed the OIA in the form of Attachment C hereto and submitted the required security to guarantee completion of the subject improvements. The OIA and associated Improvement Plans are on file with the City Engineer.

FISCAL IMPACT

There will be no fiscal impact associated with this action. Developer will pay for the cost of plan checking, engineering inspection and processing of the Offsite Improvement Agreement.

PUBLIC OUTREACH / INTEREST

All required public outreach for this OIA and the Lammers Road Undercrossing Improvements at Interstate 580 was conducted in conjunction with the Tracy Hills Phase 2 development approval process (notifications, public hearings, etc.) and the Planning Commission and City Council hearings that were held in October 2021 to consider the General Plan Amendment, Specific Plan Amendment, and Vesting Tentative Subdivision Map for the overall project. Additional public outreach specifically for the OIA and the Lammers Road Undercrossing Improvements at Interstate 580 is not required.

COORDINATION

This staff report was prepared by the Development Services Engineering Division. No coordination was required with other departments, for the preparation of this report.

CEQA DETERMINATION

An Environmental Impact Report (EIR) for the Tracy Hills Specific Plan was certified by the City Council on April 5, 2016. The Lammers Road Undercrossing Improvements at Interstate 580 are within the scope of the development evaluated by the existing EIR and therefore no further environmental review is required for the project under CEQA.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council, by resolution, approve the Offsite Improvement Agreement between the City and Lennar Homes of California, LLC for public improvements that are required as part of the Conditions of Approval for the Lammers Road Undercrossing Improvements at Interstate 580.

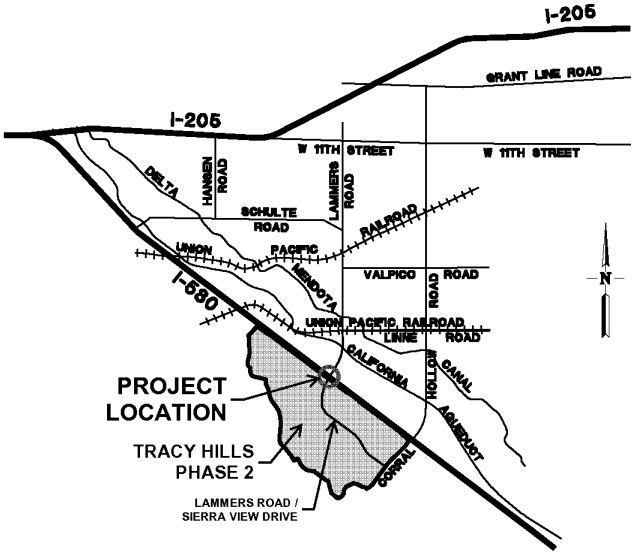
Prepared by: Al Gali, Associate Engineer

Reviewed by: Koosun Kim, PE, City Engineer / Assistant Director of Development Services
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

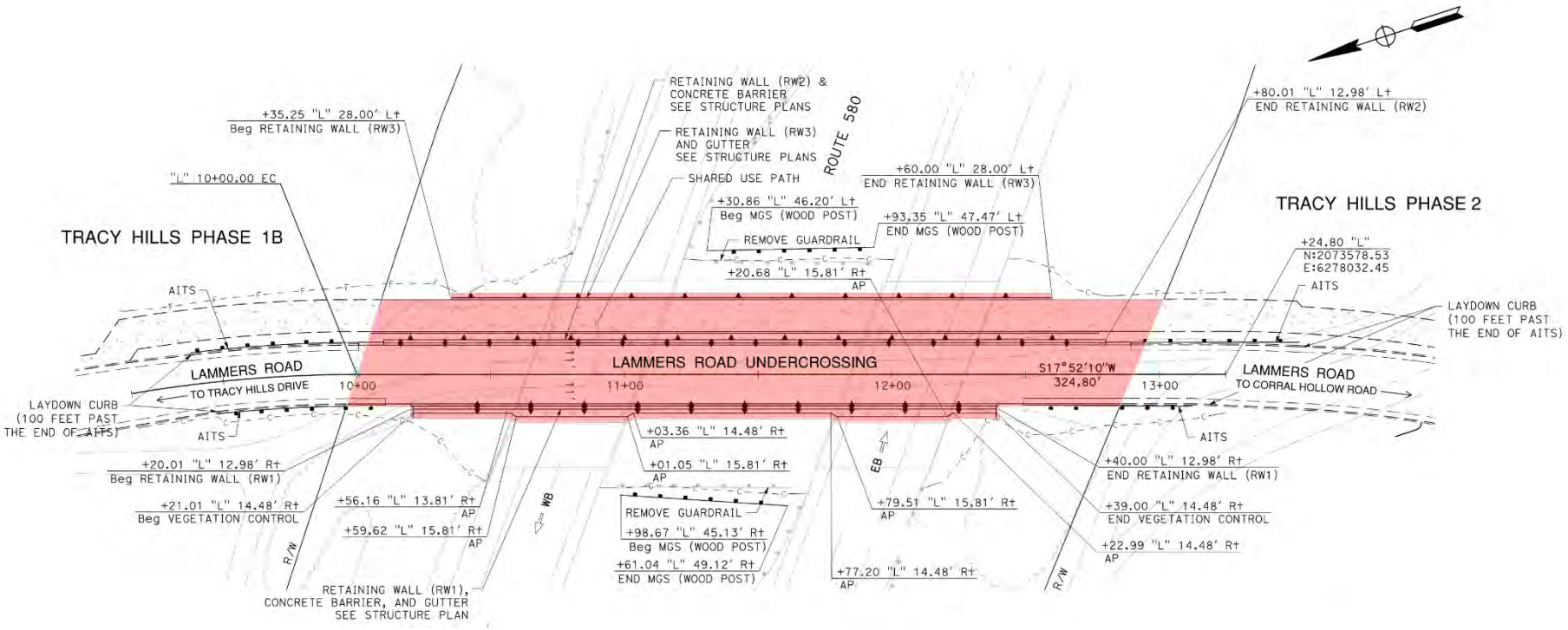
Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Vesting Tentative Subdivision Map
Attachment C – Offsite Improvement Agreement



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

ATTACHMENT A
Location Map

Attachment B

VESTING TENTATIVE MAP - TRACT 4057
TRACY HILLS - PHASE 2

CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA

BASIS OF BEARING:

THE LINE BETWEEN TWO FOUND MONUMENTS AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN, TAKEN AS N44°38'35"W, IS THE BASIS OF BEARING FOR THIS MAP.

BENCHMARK:

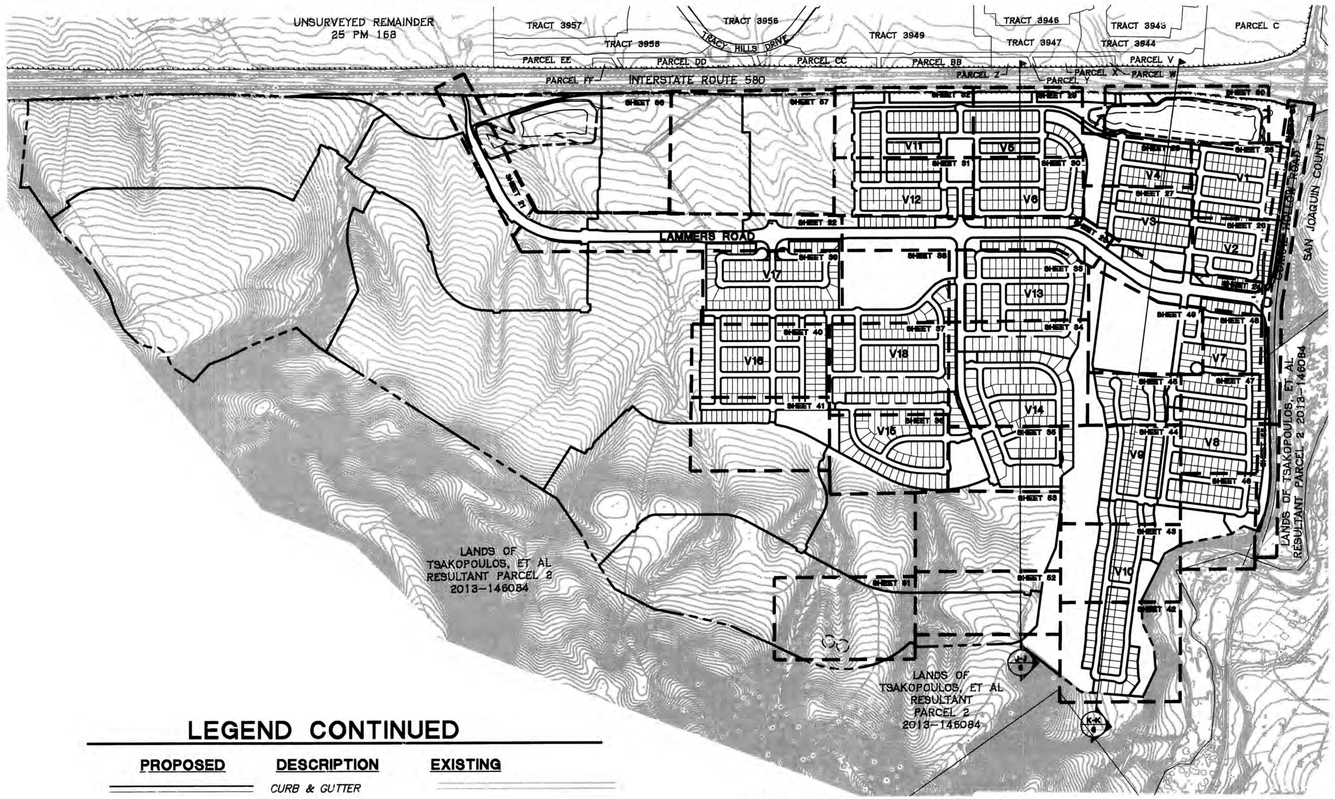
BASIS OF ELEVATIONS:
PER GEOLOGIC CONTROL NETWORK RECORD OF SURVEY FOR CITY OF TRACY, RECORDED BOOK 36 PAGE 118 ELEVATION SHOWN ARE IN TERMS OF NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). BASED LOCALLY UPON ELEVATION FOR THE FOLLOWING BENCHMARKS AS PUBLISHED BY THE NATIONAL GEOLOGIC SURVEY: P.T. 3022 "L1259 1974" ELEV. 250.25'

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	EXISTING CONDITION PLAN
3	STREET SECTIONS
4	STREET SECTIONS
5	SECTIONS AND DETAILS
6	SECTIONS
7	RESIDENTIAL LOT AREA SUMMARY – VILLAGES 1–5
8	RESIDENTIAL LOT SUMMARY – VILLAGES 6–10
9	RESIDENTIAL LOT SUMMARY – VILLAGES 11–15
10	RESIDENTIAL LOT SUMMARY – VILLAGES 16–18
11	STORM DRAIN DETAILS
12	OWNERSHIP EXHIBIT
13	OWNERSHIP EXHIBIT
14	OWNERSHIP EXHIBIT
15	OWNERSHIP EXHIBIT
16	OWNERSHIP EXHIBIT
17	OWNERSHIP EXHIBIT
18	OVERALL SANITARY SEWER PLAN
19	OVERALL STORM DRAIN PLAN
20	OVERALL WATER SYSTEM PLAN
21	LAMMERS ROAD (STA 12+90 TO STA 27+00)
22	LAMMERS ROAD (STA 27+00 TO STA 58+40)
23	LAMMERS ROAD (STA 58+40 TO STA 84+50)
24	LAMMERS ROAD (STA 84+60 TO END)
25	VILLAGE 1
26	VILLAGE 2
27	VILLAGE 3 & LOT D
28	VILLAGE 4
29	VILLAGES 5 & 6
30	VILLAGES 5 & 6
31	VILLAGE 12
32	VILLAGE 11
33	VILLAGE 13
34	VILLAGES 13 & 14
35	VILLAGE 14
36	VILLAGE 15
37	VILLAGES 15 & 18
38	VILLAGE 18 & LOT N
39	VILLAGE 17
40	VILLAGE 16
41	VILLAGE 16
42	VILLAGE 10
43	VILLAGE 10
44	VILLAGES 8, 9 & 10
45	VILLAGES 8 & 9
46	VILLAGE 8 & PARCEL
47	VILLAGES 7 & 8
48	VILLAGE 7
49	VILLAGE 7 & SCHOOL
50	STORMWATER BASIN
51	WATER TANKS
52	WATER TANKS
53	WATER TANKS
54	CORRAL HOLLOW ROAD (STA 00+00 TO STA 30+50)
55	CORRAL HOLLOW ROAD (STA 30+50 TO END)
56	PHASE 3 SUPERPAD
57	PHASE 3 SUPERPAD

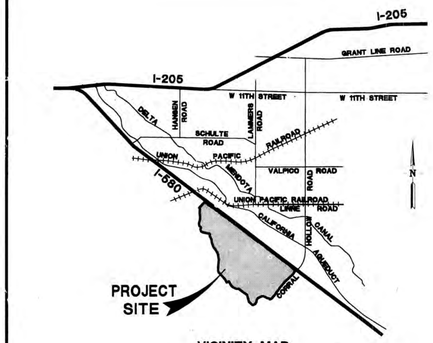
LEGEND

PROPOSED	DESCRIPTION	EXISTING
	TRACT BOUNDARY	
	EASEMENT LINE	
	LOT LINE	
	RIGHT OF WAY	
	CENTER LINE	
	FLOW LINE	
12"SD	STORM DRAIN	EX 12"SD
8"SS	SANITARY SEWER	EX 8"SS
8"W	WATER	EX 8"W
8"RCW	RECLAIMED WATER	
	RETAINING WALL	
	SOUND WALL	



LOCATION/INDEX MAP

NOT TO SCALE



VICINITY MAP
NOT TO SCALE

LEGEND CONTINUED

PROPOSED	DESCRIPTION	EXISTING
	CURB & GUTTER	
	EARTHEN TRAIL	
	SIDEWALK	
	STORM WATER INLET	
	FIELD INLET	
	MANHOLE	
	FIRE HYDRANT	
	BLOWOFF RISER	
	GATE VALVE	
x x	FENCE	
	SLOPE	
130	CONTOUR ELEVATIONS	130
x 525.2	SPOT ELEVATION	x525.2
	2:1 REBUILT SLOPE AREA	

ABBREVIATIONS

(#)	DENOTES SHEET NOTE NUMBER	GB	GRADE BREAK
AB	AGGREGATE BASE	GE	GARAGE ELEVATION
AC	ASPHALT CONCRETE	HOA	HOMEOWNERS ASSOCIATION
BC	BEGINNING OF CURVE	HP	HIGH POINT
BLDG	BUILDING	JUT	JOINT UTILITY TRENCH
BVC	BEGINNING OF VERTICAL CURVE	LP	LOW POINT
BW	BOTTOM OF WALL	P	PAD ELEVATION
CE	CONSERVATION EASEMENT	PAE	PRIVATE ACCESS EASEMENT
C & G	CURB & GUTTER	PAV	PAVEMENT
CMP	CORRUGATED METAL PIPE	PCC	POINT OF COMPOUND CURVATURE
DE	DRAINAGE EASEMENT	PRC	POINT OF REVERSE CURVATURE
DG	DECOMPOSED GRANITE	PSDE	PRIVATE STORM DRAIN EASEMENT
DRN	DRAINAGE OPEN SPACE	PUE	PUBLIC UTILITY EASEMENT
EC	END OF CURVE	R	RADIUS
EVC	END OF VERTICAL CURVE	RCW	RECLAIMED WATER
EX	EXISTING	RET	RETURN
FC	FACE OF CURB	RS	REBUILT SLOPE
FF	FINISHED FLOOR	RW	RIGHT OF WAY
FSW	FRONT OF SIDEWALK	SD	STORM DRAIN
SDE	STORM DRAIN EASEMENT		
SS	SANITARY SEWER		
SSE	SANITARY SEWER EASEMENT		
SWI	STORM WATER INLET		
TC	TOP OF CURB		
TG	TOP OF GRATE ELEVATION		
TW	TOP OF WALL		
W	WATER		

GENERAL NOTES:

1. OWNER/DEVELOPER: TRACY PHASE 2, LLC, 24 W. 10TH STREET, TRACY, CA 95376, CONTACT: JOHN PALMER
2. CIVIL ENGINEER: RUGGERI-JENSEN-AZAR, 4690 CHABOT DRIVE, SUITE 200, PLEASANTON, CA 94588, (925) 227-9100, CONTACT: ALEX AZAR, RCE 87006
3. GEOTECHNICAL ENGINEER: ENGEO INCORPORATED, 17278 GOLDEN VALLEY PARKWAY, LATHROP, CA 95330, (209) 835-0610, CONTACT: STEVE HARRIS, GE
4. ASSESSOR'S PARCEL NUMBERS: 251-060-08, 251-060-09, 251-060-10, 251-060-11, 251-060-12, 251-060-13
5. LEGAL DESCRIPTION: REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND BEING ALL OF PARCEL 1, 2, AND 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 24,2017 IN BOOK 26 OF PARCEL MAPS PAGE 77, SAN JOAQUIN COUNTY RECORDS
6. CURRENT USE: AGRICULTURAL/GRAZING
7. ZONING: TRACY HILLS SPECIFIC PLAN
8. GENERAL PLAN LAND USE DESIGNATION: RESIDENTIAL LOW (LDR-TH), RESIDENTIAL MEDIUM (MDR-TH), COMMERCIAL (GHC-TH)
9. GROSS AREA: 1,143± ACRES
10. TOTAL PROPOSED RESIDENTIAL LOTS: 1,470 LOTS
11. UTILITIES:
    - WATER: CITY OF TRACY
    - GAS & ELECTRIC: PACIFIC GAS & ELECTRIC
    - SANITARY SEWER: CITY OF TRACY
    - STORM DRAIN: CITY OF TRACY
    - FIRE: SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
    - TELEPHONE: AT&T
    - CABLE TV: COMCAST
12. TOPOGRAPHY SHOWN IS BASED ON AN AERIAL TOPOGRAPHIC MAP PREPARED BY TETRATECH IN JANUARY 2013.
13. THE PROPERTY LIES WITHIN NO SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP NUMBER 06077 C0730F (06077CIN00B), EFFECTIVE DATE, OCTOBER 20, 2016.
14. THE DEVELOPER MAY FILE MULTIPLE FINAL MAPS AFTER TENTATIVE MAP APPROVAL.
15. EXISTING CONSERVATION EASEMENT "GAPS" ALONG I-580 WILL BE REALIGNED TO MATCH I-580 STORM DRAIN OUTLETS.
16. IMPROVEMENTS SHOWN ON THIS VTM ARE SUBJECT TO REVISION IN FINAL DESIGN.

CITY ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT THIS MAP HAS BEEN REVIEWED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE TRACY MUNICIPAL CODE AND THE SUBDIVISION MAP ACT AS TO FORM AND CONTENT.

CITY ENGINEER — DATE 7/19/22

PLANNING COMMISSION FILING CERTIFICATE

TENTATIVE MAP FILED THIS 26TH DAY OF JULY 20 21 IN THE OFFICE OF THE TRACY PLANNING COMMISSION, TRACY, CALIFORNIA. ACCOMPANIED WITH APPROPRIATE FILING FEES. THIS CERTIFICATE DOES NOT DEEM THIS APPLICATION COMPLETE.

CITY COUNCIL CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF TRACY HAS CONDITIONALLY APPROVED THIS TENTATIVE MAP 10/19/21 BY RESOLUTION NO. 2021-154

CITY CLERK — DATE 6/1/2022

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY RUGGERI-JENSEN-AZAR UNDER MY DIRECTION

ALEXANDER J. AZAR, RCE 87006 — DATE 10/20/2021

REGISTERED PROFESSIONAL ENGINEER — ALEXANDER J. AZAR — No. 87006 — CIVIL — STATE OF CALIFORNIA

OWNER/DEVELOPER

JOHN STANEK, TRACY PHASE 2, LLC — DATE October 20, 2021

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: SEPTEMBER 28, 2021 JOB NO.: 201068VTM SHEET 1 OF 57

G:\JOB2020\201068VTM\CAD FILES\02-PLANNING\TENT-MAP\DTCV-201068VTM.DWG 10/12/2021 12:57:06 PM ALEX AZAR

VESTING TENTATIVE MAP - TRACT 4057

EXISTING CONDITION PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

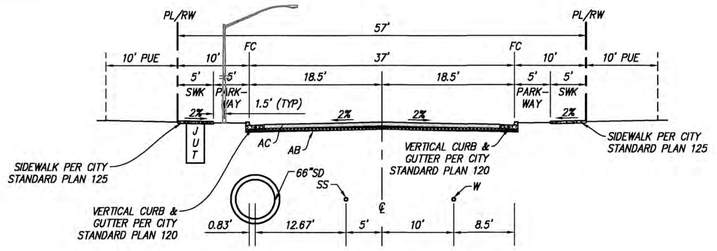
FOR: INTEGRAL COMMUNITIES

1 inch = 400 ft.

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

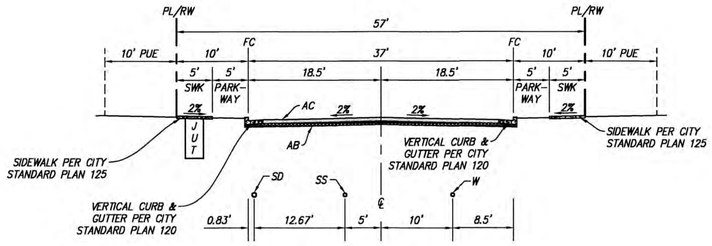
DATE: SEPTEMBER 28, 2021 JOB NO.: 201068VTM SHEET 2 OF 57

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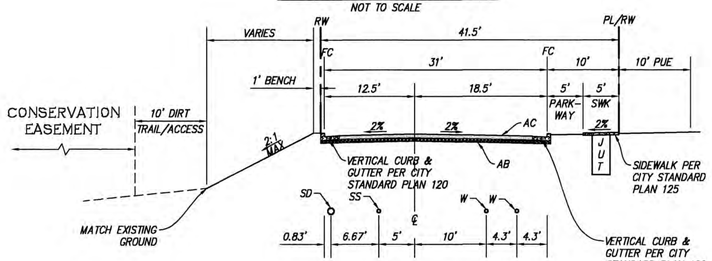
STREET B

NOT TO SCALE



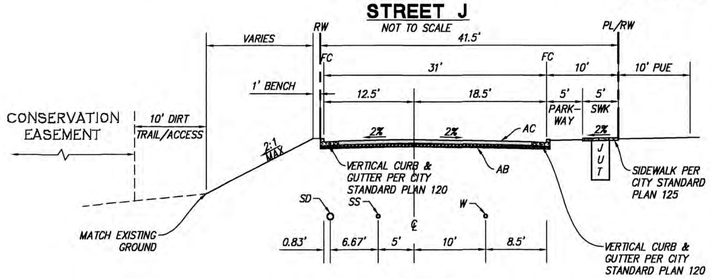
RESIDENTIAL STREET

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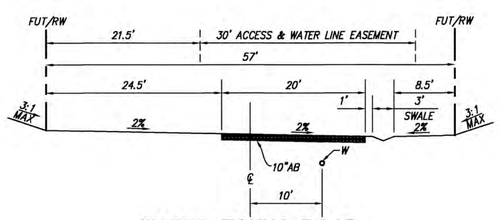
STREET J

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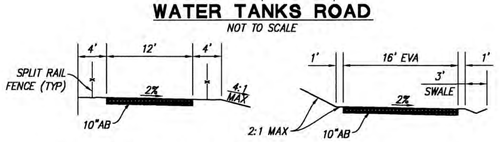
STREET J

NOT TO SCALE



WATER TANKS ROAD

NOT TO SCALE

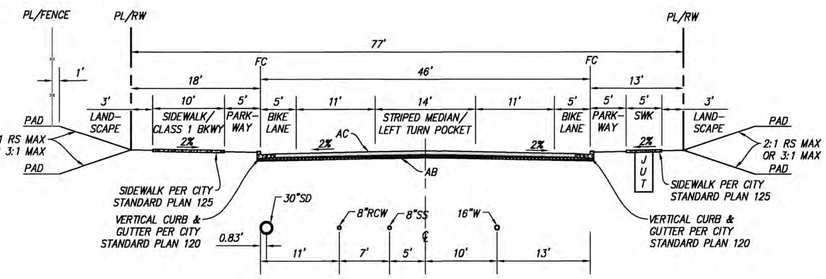


BASIN ACCESS ROAD

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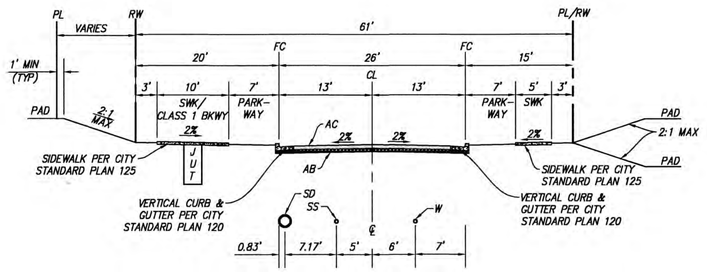
EVA IN LOT EE

NOT TO SCALE



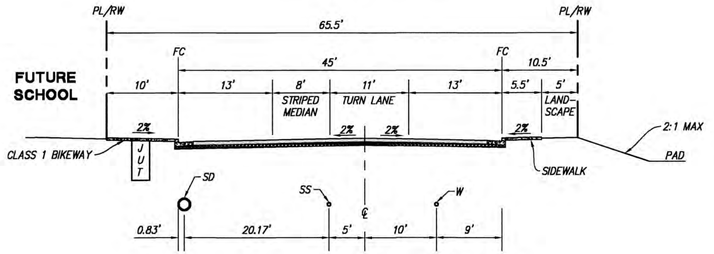
STREET C (VILLAGES 13, 14 15 & 18 FRONTAGES)

NOT TO SCALE



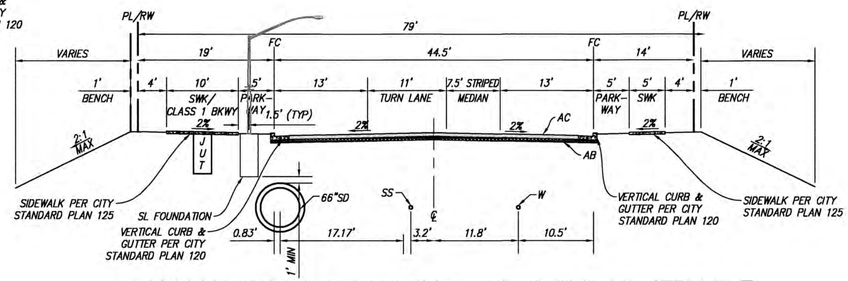
STREET B (VILLAGE 8 FRONTAGE)

NOT TO SCALE



STREET B (SCHOOL FRONTAGE)

NOT TO SCALE

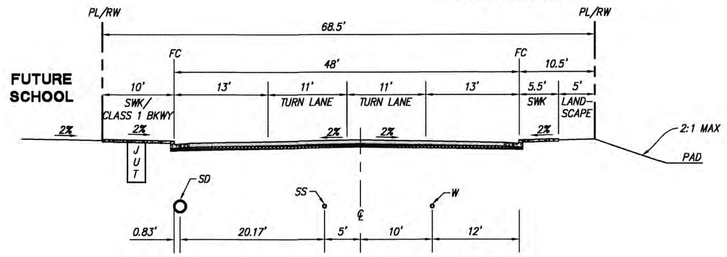


STREET B (NORTH OF LAMMERS AND SOUTH OF STREET F)

NOT TO SCALE

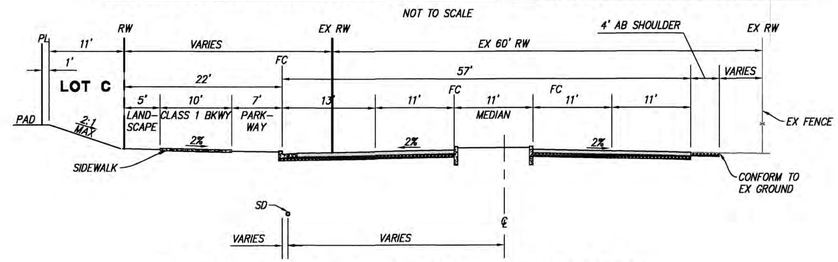
NOTES:

(1) SEE TRACY HILLS SPECIFIC PLAN/DESIGN GUIDELINES FOR NEW STORM DRAIN INLETS.
(2) STREET LIGHT PER APPROVED TRACY HILLS SPECIFIC PLAN/DESIGN GUIDELINES.
(3) FENCE PER TRACY HILLS SPECIFIC PLAN/DESIGN GUIDELINES.
(4) RUNNING SLOPE OF DG TRAIL SHALL NOT BE STEEPER THAN 1:20 (5%) PER CBC.
(5) ALL WALKS SHALL BE CONSTRUCTED WITH 2% MAXIMUM CROSS-SLOPES.



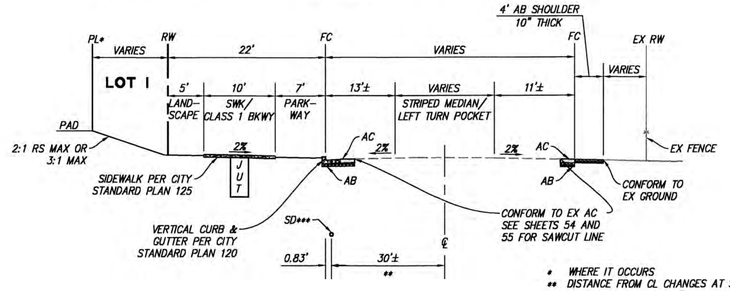
STREET B (SCHOOL FRONTAGE AT LAMMERS ROAD INTERSECTION)

NOT TO SCALE



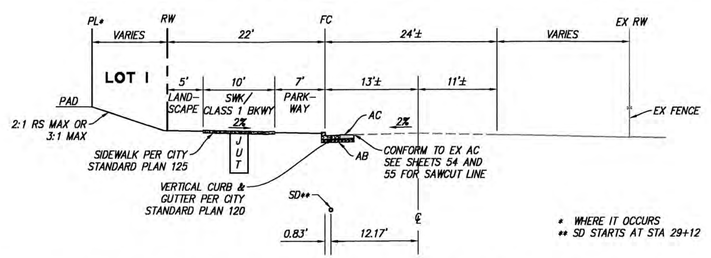
CORRAL HOLLOW ROAD (NORTH OF LAMMERS)

NOT TO SCALE



CORRAL HOLLOW ROAD (SOUTH OF LAMMERS - STA 18+96 TO STA 30+39)

NOT TO SCALE



CORRAL HOLLOW ROAD (SOUTH OF LAMMERS - STA 30+39 TO STA 40+08)

NOT TO SCALE

VESTING TENTATIVE MAP - TRACT 4057

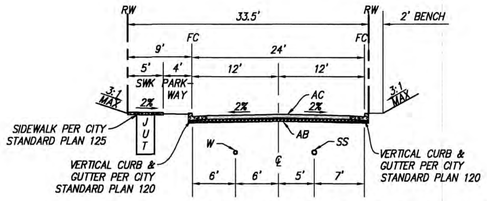
STREET SECTIONS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

STREETS WITHIN POTENTIAL GATED VILLAGES WILL BE PRIVATE

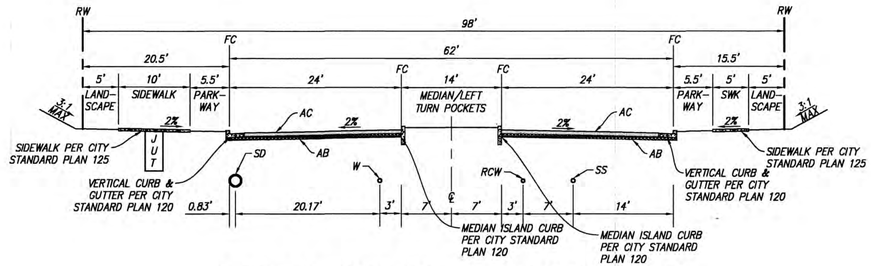
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

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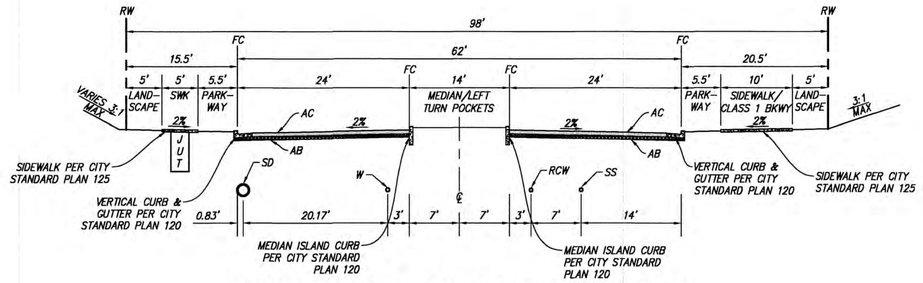
LAMMERS ROAD (STA 12+90 TO STA 14+99)

NOT TO SCALE



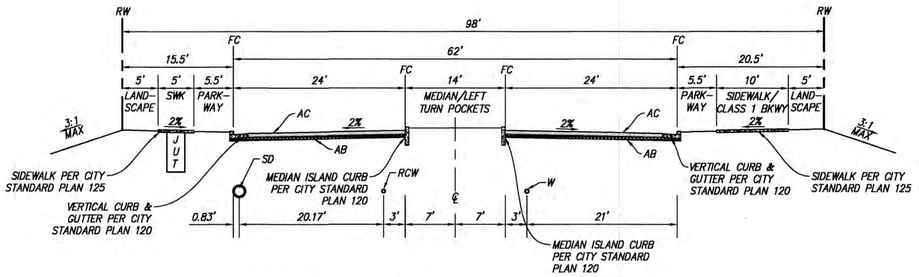
LAMMERS ROAD (STA 20+26 TO STA 25+68)

NOT TO SCALE



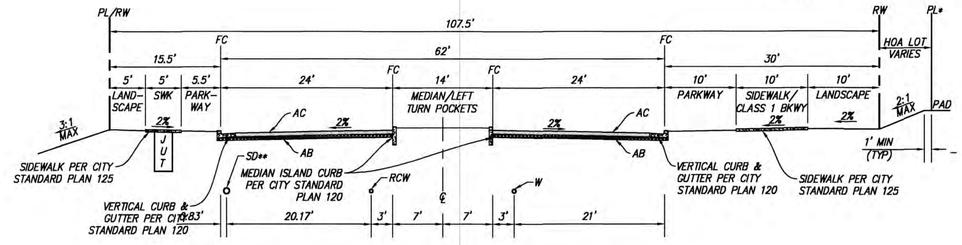
LAMMERS ROAD (STA 26+34 TO STA 31+29)

NOT TO SCALE



LAMMERS ROAD (STA 35+03 TO STA 44+12)

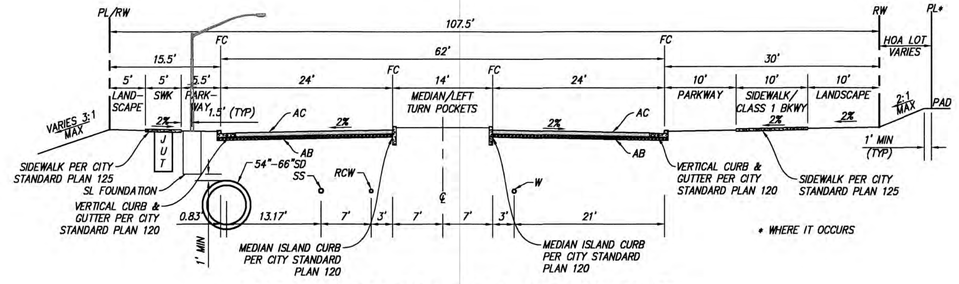
NOT TO SCALE



* WHERE IT OCCURS
** SD ENDS AT STA 45+93

LAMMERS ROAD (STA 44+99 TO STA 49+88)

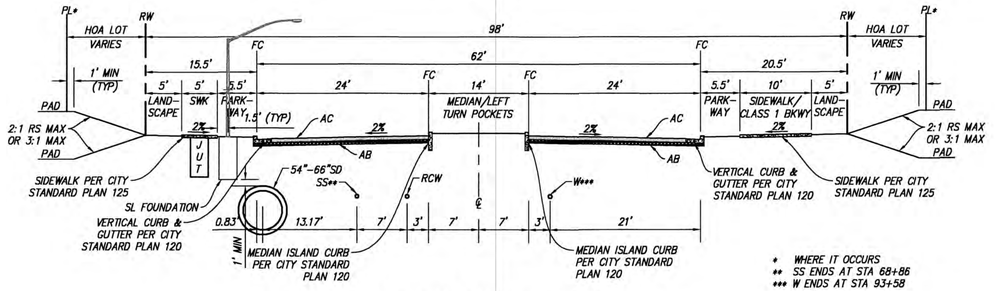
NOT TO SCALE



* WHERE IT OCCURS

LAMMERS ROAD (STA 53+73 TO STA 58+17)

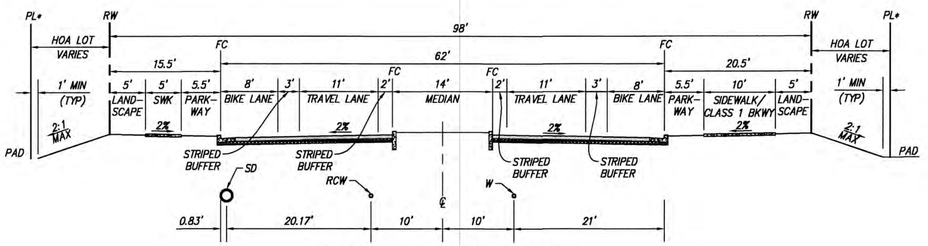
NOT TO SCALE



* WHERE IT OCCURS
** SS ENDS AT STA 68+86
*** W ENDS AT STA 93+58

LAMMERS ROAD (STA 59+04 TO END)

NOT TO SCALE



LAMMERS ROAD 2-LANE

NOT TO SCALE

NOTES:
(1) SEE TRACY HILLS SPECIFIC PLAN/DESIGN GUIDELINES FOR NEW STORM DRAIN INLETS.
(2) STREET LIGHT PER APPROVED TRACY HILLS SPECIFIC PLAN/DESIGN GUIDELINES.
(3) FENCE PER TRACY HILLS SPECIFIC PLAN/DESIGN GUIDELINES.
(4) RUNNING SLOPE OF DG TRAIL SHALL NOT BE STEEPER THAN 1:20 (5%) PER CBC.
(5) ALL WALKS SHALL BE CONSTRUCTED WITH 2% MAXIMUM CROSS-SLOPES.
(6) LAMMERS ROAD POSTED 25 MPH (35 MPH DESIGN SPEED)

STREETS WITHIN POTENTIAL GATED VILLAGES WILL BE PRIVATE

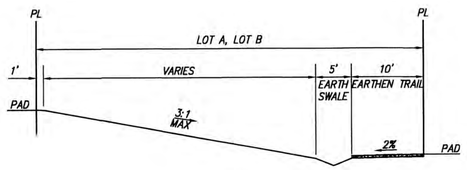
VESTING TENTATIVE MAP - TRACT 4057

STREET SECTIONS

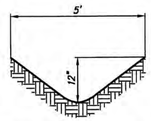
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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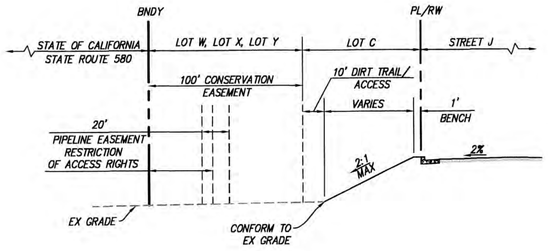
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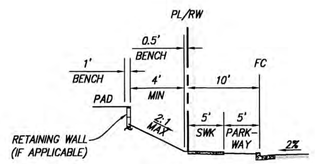
SECTION A-A
NOT TO SCALE



EARTH SWALE DETAIL
NOT TO SCALE

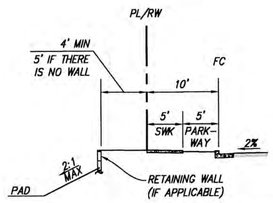


SECTION B-B
NOT TO SCALE



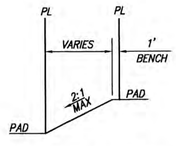
TYPICAL CORNER LOT SIDEYARD W/PAD HIGHER THAN SIDEWALK

SECTION C-C
NOT TO SCALE

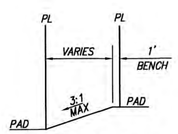


TYPICAL CORNER LOT SIDEYARD W/PAD LOWER THAN SIDEWALK

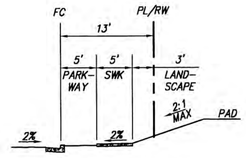
SECTION D-D
NOT TO SCALE



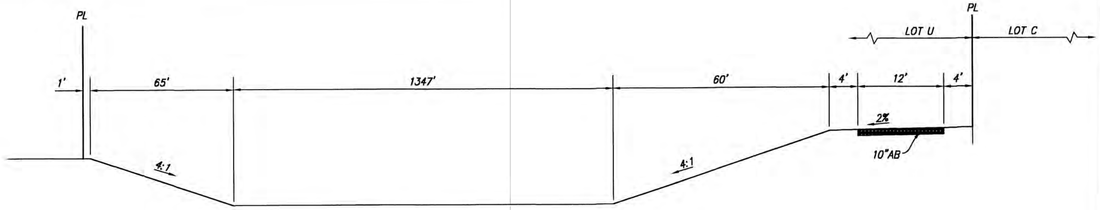
SECTION E-E
NOT TO SCALE



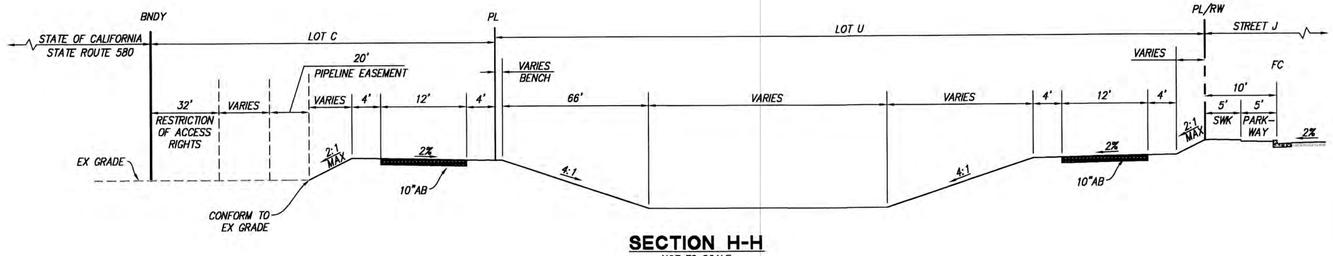
SECTION F-F
NOT TO SCALE



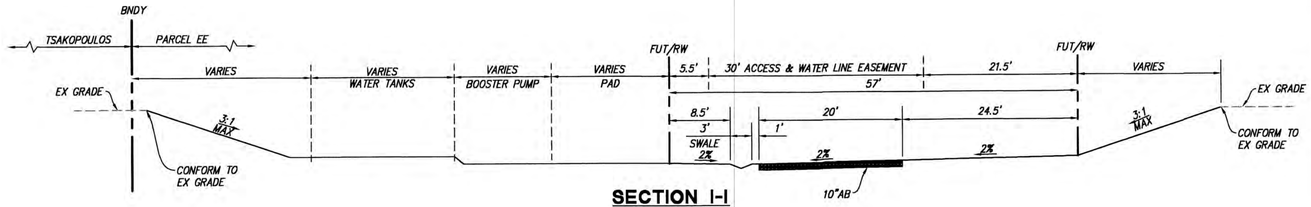
SECTION N-N
NOT TO SCALE



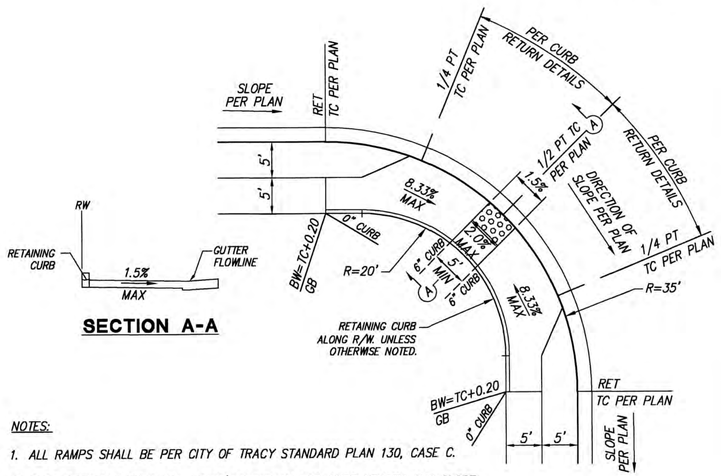
SECTION G-G
NOT TO SCALE



SECTION H-H
NOT TO SCALE



SECTION I-I
NOT TO SCALE

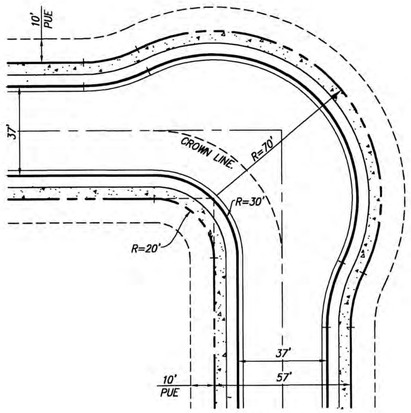


SECTION A-A

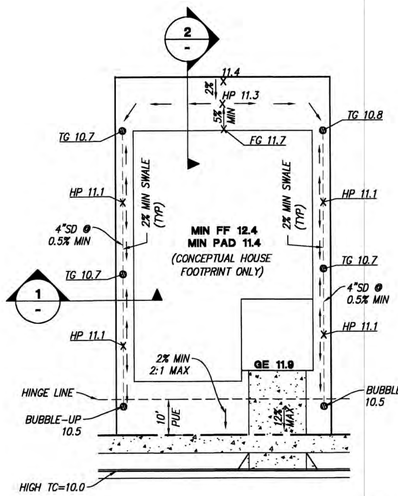
NOTES:

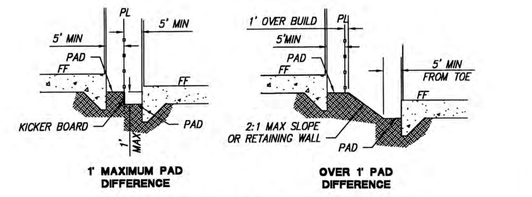
1. ALL RAMPS SHALL BE PER CITY OF TRACY STANDARD PLAN 130, CASE C.
2. CURB RETURN RADII SHALL BE 35'. SEE PLAN FOR CURB LENGTH AND SLOPE.
3. SEE LANDSCAPE PLANS FOR IRRIGATION SLEEVE LOCATIONS..
4. MAX SLOPES SHOWN ARE ALONG GUTTER FLOWLINE AND ALLOW FOR 1.5% LANDING AT BOTTOM OF RAMP. (SEE CURB RETURN DETAILS ON IMPROVEMENT PLAN SHEETS.) CONTRACTOR TO PROVIDE 1.5% LANDING AT BOTTOM OF RAMP.

TYPICAL CURB RAMP AND CURB RETURN DETAIL
NO SCALE

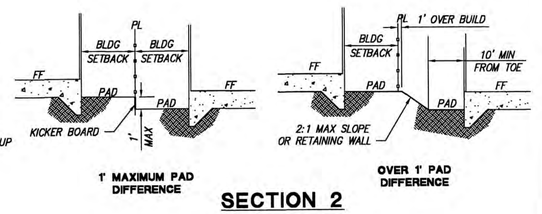


KNUCKLE DETAIL
SCALE: 1"=30'





SECTION 1



SECTION 2

TYPICAL LOT GRADING DETAIL
NOT TO SCALE

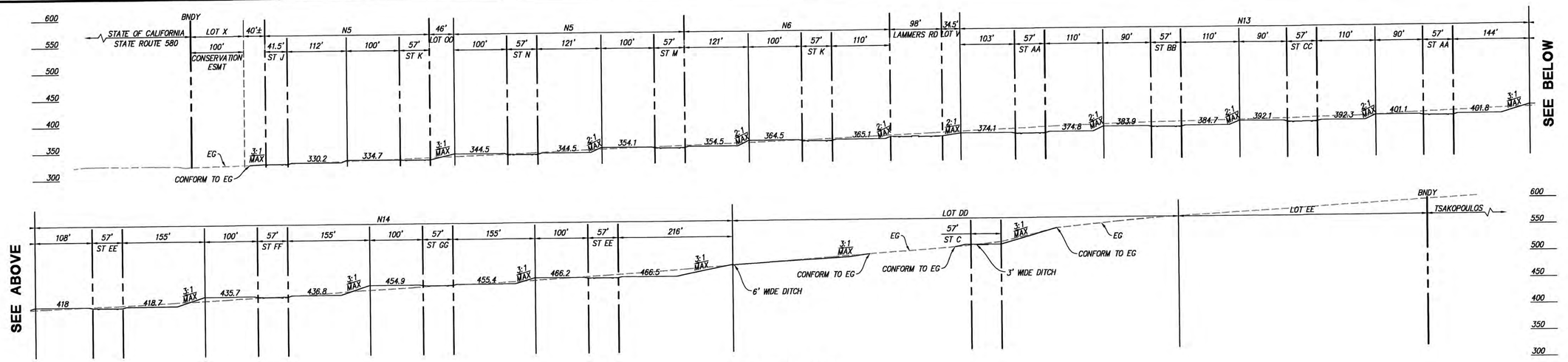
VESTING TENTATIVE MAP - TRACT 4057

SECTIONS AND DETAILS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

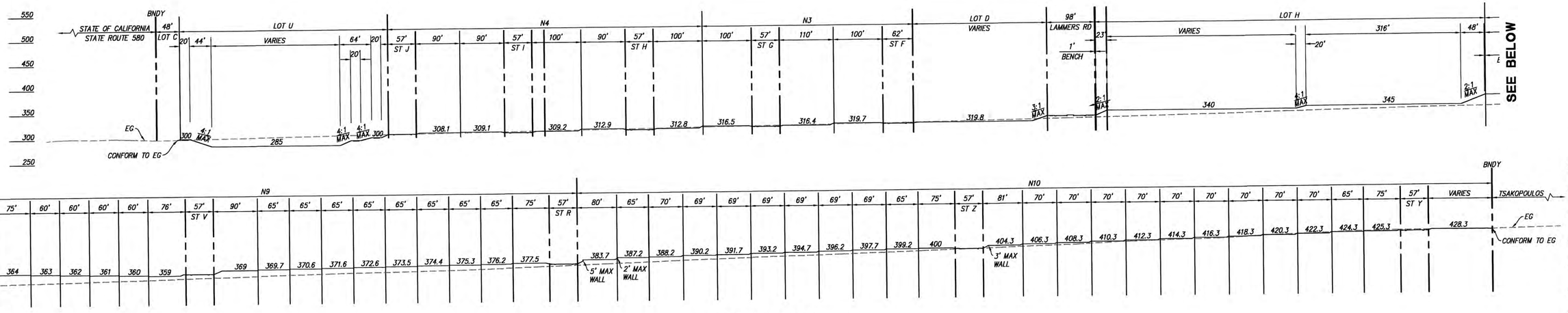
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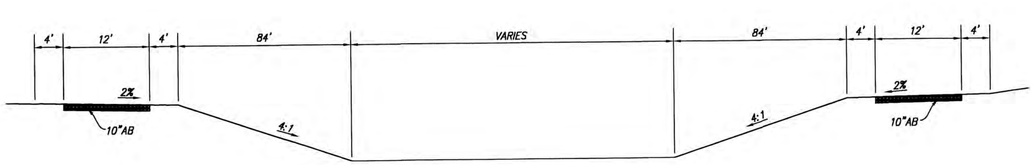
SECTION J-J

HORIZONTAL SCALE: 1"=100'
VERTICAL SCALE: 1"=100'



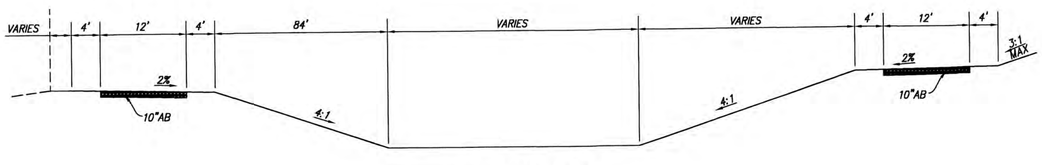
SECTION K-K

HORIZONTAL SCALE: 1"=100'
VERTICAL SCALE: 1"=100'



SECTION L-L

NOT TO SCALE



SECTION M-M

NOT TO SCALE

VESTING TENTATIVE MAP - TRACT 4057

SECTIONS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
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VILLAGE 1

55' X 90'

LOT #	AREA (SF)
1	6,484
2	4,950
3	4,950
4	4,950
5	4,950
6	4,950
7	4,950
8	4,950
9	4,950
10	6,280
11	6,280
12	4,950
13	4,950
14	4,950
15	4,950
16	4,950
17	4,950
18	4,950
19	4,950
20	6,484
21	7,214
22	5,500
23	5,500
24	5,500
25	5,500
26	5,500
27	5,500
28	5,500
29	5,500
30	6,987
31	6,280
32	4,950
33	4,950
34	4,950
35	4,950
36	4,950
37	4,950
38	4,950
39	4,950
40	6,484
41	7,787
42	5,500
43	5,500
44	5,500
45	5,500
46	5,500
47	5,500
48	5,500
49	5,500
50	6,414
51	7,220
52	7,287
53	7,354
54	7,421
55	7,489
56	7,556
57	7,623
58	7,690
59	7,757
60	7,727
61	7,303
62	9,015
63	12,781

VILLAGE 2

50' X 100'

LOT #	AREA (SF)
1	7,287
2	5,000
3	5,000
4	5,000
5	5,000
6	5,000
7	5,000
8	5,000
9	5,000
10	5,000
11	5,914
12	7,474
13	5,500
14	5,500
15	5,500
16	5,500
17	5,500
18	5,500
19	5,500
20	5,500
21	5,500
22	7,064
23	7,014
24	5,000
25	5,000
26	5,000
27	5,000
28	5,000
29	5,000
30	5,000
31	5,000
32	5,000
33	6,187
34	7,528
35	6,600
36	6,600
37	6,600
38	6,600
39	7,528
40	8,275
41	7,285
42	12,089
43	10,856
44	5,612
45	5,857
46	5,857
47	5,857
48	5,857
49	5,857
50	5,724
51	10,238
52	12,775
53	5,490
54	5,993
55	6,058
56	6,729
57	6,177
58	6,233
59	6,289
60	6,343
61	6,396
62	6,450
63	6,505

VILLAGE 3

50' X 100'

LOT #	AREA (SF)
1	7,414
2	5,000
3	5,000
4	5,000
5	5,000
6	5,000
7	5,000
8	5,000
9	5,000
10	5,000
11	5,000
12	5,000
13	5,000
14	7,814
15	10,248
16	5,500
17	5,500
18	5,500
19	5,500
20	5,500
21	5,500
22	5,500
23	5,500
24	5,500
25	5,500
26	5,500
27	5,500
28	6,514
29	6,804
30	5,000
31	5,000
32	5,000
33	5,000
34	5,000
35	5,000
36	5,000
37	5,000
38	5,000
39	5,000
40	5,000
41	5,000
42	7,474
43	5,036
44	5,000
45	5,000
46	5,000
47	5,000
48	5,000
49	5,000
50	5,000
51	5,000
52	5,000

VILLAGE 4

55' X 90'

LOT #	AREA (SF)
1	6,213
2	4,950
3	4,950
4	4,950
5	4,950
6	4,950
7	4,950
8	4,950
9	4,950
10	4,950
11	4,950
12	7,214
13	5,500
14	5,500
15	5,500
16	5,500
17	5,500
18	5,500
19	5,500
20	5,500
21	5,500
22	5,500
23	5,500
24	7,514
25	6,517
26	4,950
27	4,950
28	4,950
29	4,950
30	4,950
31	4,950
32	4,950
33	4,950
34	4,950
35	4,950
36	4,950
37	6,722
38	7,478
39	5,500
40	5,500
41	5,500
42	5,500
43	5,500
44	5,500
45	5,500
46	5,500
47	5,500
48	5,500
49	5,500
50	7,250
51	6,517
52	4,950
53	4,950
54	4,950
55	4,950
56	4,950
57	4,950
58	4,950
59	4,950
60	4,950
61	4,950
62	4,950
63	6,722
64	6,722
65	4,952
66	4,950
67	4,950
68	4,950

LOT #	AREA (SF)
69	4,950
70	4,950
71	4,950
72	4,950
73	4,950
74	4,950
75	4,950
76	6,517

VILLAGE 5

55' X 100'

LOT #	AREA (SF)
1	6,914
2	5,500
3	5,500
4	5,500
5	5,500
6	5,500
7	5,500
8	5,000
9	5,500
10	6,914
11	8,384
12	6,655
13	6,655
14	6,655
15	6,655
16	6,655
17	6,655
18	6,655
19	6,655
20	8,384
21	10,048
22	8,030
23	8,030
24	8,030
25	8,030
26	8,030
27	8,030
28	8,030
29	8,030
30	10,048
31	6,764
32	5,500
33	5,500
34	5,500
35	5,500
36	5,500
37	5,500
38	5,500
39	5,500
40	5,500
41	5,500
42	5,500
43	6,764
44	7,449
45	6,050
46	6,050
47	6,050
48	6,050
49	6,050
50	6,050
51	6,050
52	6,050
53	6,050
54	6,050
55	6,050
56	7,449

VESTING TENTATIVE MAP - TRACT 4057
RESIDENTIAL LOT AREA SUMMARY - VILLAGES 1-5

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
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VILLAGE 6
55' X 100'

LOT #	AREA (SF)
1	6,914
2	5,500
3	5,500
4	5,500
5	5,500
6	5,500
7	5,500
8	5,500
9	5,500
10	6,914
11	8,384
12	6,655
13	6,655
14	6,655
15	6,655
16	6,655
17	6,655
18	6,655
19	6,655
20	8,384
21	6,653
22	5,775
23	6,498
24	12,347
25	6,160
26	6,160
27	6,160
28	6,160
29	6,160
30	6,160
31	6,160
32	6,160
33	6,160
34	6,160
35	6,160
36	6,160
37	6,298
38	9,121
39	11,274
40	8,048
41	5,800
42	6,000
43	6,000
44	6,000
45	6,000
46	6,000
47	6,775
48	6,992
49	6,992
50	6,992
51	6,992
52	6,992
53	6,992
54	6,992
55	9,065
56	13,251
57	9,528
58	6,694
59	6,236
60	6,000
61	6,000
62	6,000
63	6,000
64	7,256
65	6,366
66	6,781
67	7,261
68	7,741

LOT #	AREA (SF)
69	8,220
70	8,552
71	8,563
72	7,815
73	6,655
74	6,655
75	10,149

VILLAGE 7
55' X 100'

LOT #	AREA (SF)
1	7,661
2	6,628
3	6,603
4	6,038
5	6,196
6	6,393
7	6,655
8	6,655
9	6,655
10	6,655
11	6,655
12	6,430
13	6,150
14	6,975
15	7,191
16	7,223
17	7,256
18	7,288
19	7,320
20	7,352
21	7,385
22	7,420
23	7,469
24	7,518
25	7,568
26	7,569
27	7,523
28	7,549
29	7,536
30	7,494
31	8,940
32	6,215
33	6,215
34	6,215
35	6,215
36	6,215
37	6,215
38	6,215
39	6,215
40	6,215
41	6,215
42	8,416
43	6,741
44	5,500
45	5,500
46	5,500
47	5,500
48	5,500
49	5,500
50	5,500
51	5,500
52	5,500
53	5,500
54	6,941
55	8,685
56	6,322
57	6,322
58	6,322
59	6,322
60	6,322
61	7,409
62	19,158
63	8,077
64	8,359
65	14,404
66	8,111
67	5,500
68	5,500

LOT #	AREA (SF)
69	5,500
70	5,500
71	5,500
72	7,435
73	8,216
74	6,050
75	6,050
76	6,050
77	6,050
78	6,050
79	6,050
80	6,050
81	6,050
82	6,050
83	6,954
84	6,414
85	5,500
86	5,500
87	5,500
88	5,500
89	5,500
90	8,823
91	8,046
92	6,050
93	6,050
94	6,050
95	6,050
96	6,050
97	7,064

VILLAGE 8
60' X 90'

LOT #	AREA (SF)
1	9,738
2	6,795
3	6,700
4	6,700
5	6,700
6	6,700
7	6,700
8	6,700
9	6,700
10	8,231
11	8,633
12	7,835
13	7,754
14	7,673
15	7,474
16	7,157
17	6,840
18	7,609
19	6,684
20	6,705
21	6,681
22	6,613
23	6,545
24	6,942
25	6,809
26	7,589
27	6,500
28	6,500
29	6,500
30	6,500
31	6,500
32	6,500
33	6,500
34	6,500
35	6,500
36	7,089
37	7,735
38	7,085
39	7,085
40	7,085
41	7,085
42	7,085
43	7,085
44	7,085
45	7,085
46	7,085
47	8,280
48	7,752
49	6,500
50	6,500
51	6,500
52	6,500
53	6,500
54	6,500
55	6,500
56	6,500
57	6,500
58	6,927
59	7,628
60	7,150
61	7,150
62	7,150
63	7,150
64	7,150
65	7,150
66	7,150
67	7,150
68	7,150

LOT #	AREA (SF)
69	8,437
70	8,452
71	6,800
72	6,800
73	6,800
74	6,800
75	6,800
76	6,800
77	6,800
78	6,800
79	8,155
80	11,213
81	7,095
82	7,095
83	7,095
84	7,095
85	7,095
86	7,095
87	7,095
88	7,095
89	8,266

VILLAGE 9
60' X 100'

LOT #	AREA (SF)
1	8,175
2	7,056
3	7,458
4	7,458
5	7,458
6	7,458
7	7,458
8	7,343
9	7,624
10	9,554
11	8,803
12	7,047
13	8,096
14	6,449
15	6,664
16	9,823
17	12,438
18	8,200
19	10,705
20	12,568
21	13,290
22	13,457
23	8,786
24	7,260
25	7,260
26	7,260
27	7,260
28	7,260
29	7,260
30	7,260
31	7,260
32	7,260
33	8,929
34	7,364
35	6,500
36	6,500
37	6,500
38	6,500
39	6,500
40	6,500
41	6,500
42	6,599
43	9,420
44	7,618
45	6,298
46	7,452
47	6,003
48	6,000
49	6,329
50	9,566
51	16,123
52	12,092
53	9,993
54	9,750
55	9,351
56	6,015
57	6,000
58	6,000
59	7,920
60	7,523
61	6,000
62	6,000
63	6,000
64	6,000
65	6,000
66	6,000
67	6,700
68	6,600

LOT #	AREA (SF)
69	6,600

VILLAGE 10
65' X 100'

LOT #	AREA (SF)
1	6,503
2	7,000
3	7,000
4	7,000
5	8,524
6	7,006
7	11,424
8	9,335
9	9,663
10	8,598
11	9,814
12	8,470
13	8,470
14	8,470
15	8,593
16	8,422
17	7,561
18	8,614
19	9,252
20	8,120
21	8,120
22	8,120
23	8,120
24	7,800
25	7,846
26	8,078
27	8,120
28	8,120
29	7,540
30	8,614
31	7,414
32	6,500
33	7,000
34	7,000
35	7,035
36	7,252
37	7,320
38	7,000
39	7,000
40	7,000
41	7,000
42	7,964
43	7,414
44	6,500
45	7,016
46	7,300
47	7,074
48	6,900
49	6,900
50	8,595
51	7,016
52	8,102
53	7,964
54	7,251
55	8,527
56	7,382
57	8,145
58	7,175
59	7,755
60	7,253
61	7,490
62	6,920
63	6,900
64	6,940
65	7,240
66	7,000
67	7,000
68	7,000

LOT #	AREA (SF)
69	7,000
70	7,000
71	7,754
72	7,698
73	7,070
74	7,000
75	7,244
76	7,341
77	8,974
78	9,384
79	9,077
80	8,158
81	13,201
82	9,630
83	8,220
84	7,444
85	7,000
86	7,000

VESTING TENTATIVE MAP - TRACT 4057
RESIDENTIAL LOT SUMMARY - VILLAGES 6-10

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

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VILLAGE 11
55' X 100'

LOT #	AREA (SF)
1	8,614
2	6,600
3	6,600
4	6,600
5	6,600
6	6,600
7	6,600
8	6,600
9	8614
10	8,684
11	6,160
12	6,160
13	6,160
14	6,160
15	6,160
16	6,160
17	6,160
18	7,385
19	6,859
20	5,500
21	5,500
22	5,500
23	5,500
24	5,500
25	5,500
26	5,500
27	5,500
28	5,500
29	5,500
30	7,169
31	8,021
32	6,062
33	6,050
34	6,050
35	6,050
36	6,050
37	6,050
38	6,050
39	6,050
40	6,050
41	6,050
42	7,554
43	8,432
44	6,250
45	6,250
46	6,250
47	6,250
48	6,250
49	6,250
50	6,250
51	6,500
52	6,500
53	6,250
54	6,250
55	6,250
56	6,250
57	6,250
58	6,250
59	6,250
60	7,614

VILLAGE 12
55' X 100'

LOT #	AREA (SF)
1	7,088
2	6,258
3	6,363
4	11,564
5	6,325
6	6,325
7	6,325
8	6,325
9	6,325
10	6,325
11	6,325
12	6,325
13	6,325
14	6,325
15	6,325
16	6,325
17	6,325
18	6,914
19	5,880
20	5,880
21	5,880
22	5,880
23	5,880
24	5,880
25	5,880
26	5,880
27	5,880
28	5,880
29	5,900
30	6,914
31	8,384
32	7,139
33	7,115
34	7,115
35	7,115
36	7,115
37	7,115
38	7,115
39	7,115
40	7,115
41	7,115
42	7,115
43	8,384
44	7,414
45	6,000
46	6,414
47	7,164
48	5,500
49	5,500
50	5,500
51	5,500
52	5,500
53	5,500
54	5,500
55	7,164

VILLAGE 13
60' X 90'

LOT #	AREA (SF)
1	11,362
2	9,144
3	9,144
4	9,144
5	9,144
6	9,144
7	9,144
8	9,144
9	9,144
10	9,144
11	9,148
12	9,690
13	10,611
14	11,531
15	11,713
16	20,506
17	10,709
18	6,706
19	7,390
20	7,650
21	7,650
22	7,650
23	7,650
24	7,540
25	7,791
26	7,848
27	7,898
28	7,913
29	7,964
30	7,337
31	7,223
32	6,180
33	6,180
34	6,180
35	6,180
36	6,180
37	6,180
38	6,180
39	6,180
40	6,180
41	5,690
42	6,244
43	6,324
44	6,338
45	7,126
46	9,329
47	7,220
48	7,519
49	7,622
50	7,622
51	7,567
52	6,304
53	7,020
54	6,930
55	6,930
56	6,840
57	6,934
58	6,934
59	6,840
60	6,930
61	6,930
62	7,020
63	6,304
64	6,745
65	6,075
66	6,075
67	6,075
68	6,075

LOT #	AREA (SF)
69	6,075
70	6,075
71	7,161
72	8,505
73	6,600
74	6,600
75	6,600
76	6,600
77	6,600
78	6,600
79	6,600
80	8,313
81	7,204
82	5,400
83	5,400
84	5,400
85	5,400
86	5,400
87	5,400
88	5,400
89	8,094
90	11,163
91	6,600
92	6,600
93	6,600
94	6,600
95	6,600
96	6,600
97	6,600
98	8,824
99	6,952
100	5,400
101	5,400
102	5,400
103	5,400
104	5,400
105	5,400
106	5,400
107	5,400
108	5,400
109	5,400
110	5,400
111	8,829
112	5,318
113	6,600
114	6,600
115	6,600
116	6,600
117	6,600
118	6,600
119	6,600
120	6,600
121	6,600
122	8,516

VILLAGE 14
65' X 100'

LOT #	AREA (SF)
1	13,944
2	14,040
3	14,040
4	14,040
5	14,040
6	13,998
7	18,412
8	12,188
9	8,265
10	8,475
11	8,475
12	8,475
13	8,475
14	8,475
15	8,475
16	8,475
17	8,556
18	10,175
19	10,070
20	16,196
21	13,138
22	9,981
23	10,601
24	7,020
25	7,020
26	7,020
27	7,020
28	7,020
29	7,020
30	7,020
31	7,018
32	11,221
33	9,842
34	11,013
35	9,711
36	9,188
37	9,188
38	10,980
39	10,609
40	8,575
41	9,065
42	7,838
43	17,473
44	19,032
45	10,214
46	6,500
47	6,500
48	6,500
49	6,500
50	10,147
51	14,534
52	10,075
53	10,074
54	9,788
55	21,507
56	7,100
57	7,712
58	7,892
59	6,602
60	7,100
61	8,914
62	12,469
63	10,850
64	10,850
65	10,850
66	11,771
67	13,676
68	18,023

LOT #	AREA (SF)
69	8,400
70	9,130
71	9,034
72	8,458
73	8,059
74	7,301
75	7,300
76	7,400
77	7,400
78	7,400
79	7,400
80	7,400
81	8,983
82	20,356
83	11,304
84	11,315
85	11,315
86	11,315
87	11,315
88	11,614
89	13,940

VILLAGE 15
60' X 100'

LOT #	AREA (SF)
1	12,149
2	11,578
3	9,929
4	7,798
5	11,053
6	6,532
7	6,335
8	6,390
9	6,000
10	6,000
11	6,000
12	6,000
13	6,000
14	6,000
15	6,000
16	6,000
17	6,000
18	6,000
19	6,000
20	6,000
21	6,000
22	6,011
23	7,614
24	6,800
25	6,862
26	9,572
27	13,358
28	11,742
29	9,276
30	7,800
31	7,800
32	7,800
33	7,524
34	7,897
35	8,161
36	8,481
37	8,855
38	9,284
39	9,769
40	9,650
41	9,648
42	9,541
43	9,044
44	6,984
45	6,060
46	7,254
47	6,900
48	6,902
49	6,902
50	6,901
51	7,786
52	17,807
53	8,720
54	9,131
55	9,239
56	9,240
57	11,233
58	6,914
59	6,500
60	6,500
61	6,500
62	6,500
63	7,299
64	9,056
65	9,884
66	12,879
67	7,372
68	7,406

LOT #	AREA (SF)
69	11,185
70	10,896
71	9,541
72	7,909
73	6,780
74	13,148
75	13,952
76	12,092
77	10,231
78	9,300
79	9,300
80	9,300
81	9,300
82	9,300
83	9,300
84	9,300
85	10,880

VESTING TENTATIVE MAP - TRACT 4057
RESIDENTIAL LOT SUMMARY - VILLAGES 11-15

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

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VILLAGE 16

50' X 100'

LOT #	AREA (SF)
1	7,614
2	6,600
3	6,600
4	6,600
5	6,600
6	6,600
7	6,600
8	6,600
9	6,600
10	6,600
11	6,600
12	6,600
13	6,600
14	7,504
15	6,814
16	6,000
17	6,000
18	6,000
19	6,000
20	6,000
21	6,000
22	6,000
23	6,000
24	6,000
25	6,000
26	6,000
27	6,000
28	6,914
29	8,828
30	7,400
31	7,400
32	10,240
33	6,314
34	5,000
35	5,000
36	6,514
37	9,286
38	7,100
39	7,100
40	9,002
41	6,314
42	5,000
43	5,000
44	6,514
45	10,330
46	7,750
47	7,750
48	9,648
49	6,891
50	5,000
51	5,000
52	5,937
53	8,831
54	6,464
55	6,416
56	6,415
57	6,415
58	6,415
59	6,415
60	6,415
61	6,415
62	6,415
63	6,415
64	6,415
65	6,415
66	9,919
67	8,700
68	8,700

LOT #	AREA (SF)
69	8,700
70	8,700
71	8,700
72	8,612
73	8,100
74	8,100
75	8,100
76	8,100
77	8,100
78	8,100
79	9,364
80	9,090
81	7,400
82	7,400
83	7,408
84	7,400
85	7,400
86	7,400
87	7,400
88	10,267
89	6,514
90	5,000
91	5,000
92	5,000
93	5,000
94	5,000
95	5,000
96	5,000
97	6,514
98	9,286
99	7,100
100	7,100
101	7,100
102	7,100
103	7,100
104	7,100
105	7,100
106	9,286
107	6,514
108	5,000
109	5,000
110	5,000
111	5,000
112	5,000
113	5,000
114	5,000
115	6,514
116	10,144
117	7,750
118	7,750
119	7,750
120	7,750
121	7,750
122	7,750
123	7,750
124	10,144
125	6,891
126	5,000
127	5,000
128	5,000
129	5,000
130	5,000
131	5,000
132	5,000
133	6,137

VILLAGE 17

55' X 90'

LOT #	AREA (SF)
1	5,760
2	5,760
3	5,760
4	5,310
5	5,310
6	5,310
7	5,310
8	5,310
9	5,310
10	6,574
11	8,027
12	7,315
13	7,315
14	7,315
15	7,315
16	7,315
17	7,315
18	7,117
19	9,777
20	13,472
21	6,995
22	6,067
23	5,665
24	5,449
25	5,606
26	7,970
27	12,357
28	6,267
29	6,330
30	6,330
31	6,330
32	6,330
33	6,939
34	6,133
35	6,133
36	6,133
37	6,133
38	6,133
39	6,133
40	7,385
41	6,145
42	5,115
43	5,115
44	5,115
45	5,115
46	5,115
47	5,115
48	5,773
49	5,587
50	5,115
51	5,115
52	5,115
53	5,115
54	5,115
55	5,115
56	6,284
57	7,552
58	6,133
59	6,133
60	6,133
61	6,133
62	6,133
63	6,133
64	6,716
65	7,028
66	7,028
67	7,028
68	7,028

LOT #	AREA (SF)
69	7,027
70	6,721
71	14,007
72	9,684
73	5,935
74	6,386
75	6,295
76	6,699
77	13,902
78	9,817
79	7,111
80	7,315
81	7,315
82	7,315
83	7,315
84	7,315
85	7,315
86	8,027
87	6,194
88	4,950
89	4,950
90	4,950
91	4,950
92	4,950
93	4,950
94	4,950
95	4,950
96	4,950
97	4,950

VILLAGE 18

55' X 100'

LOT #	AREA (SF)
1	13,467
2	11,132
3	9,092
4	12,446
5	7,727
6	7,102
7	7,056
8	7,056
9	7,056
10	7,056
11	7,056
12	7,056
13	6,345
14	6,384
15	15,919
16	11,980
17	8,595
18	8,525
19	8,525
20	8,525
21	8,525
22	8,525
23	8,525
24	8,525
25	8,525
26	8,525
27	8,525
28	8,525
29	8,525
30	9,300
31	9,300
32	9,300
33	9,300
34	10,764
35	12,215
36	6,914
37	6,783
38	6,783
39	6,783
40	6,783
41	6,783
42	6,785
43	6,914
44	8,314
45	8,142
46	8,140
47	8,140
48	8,140
49	8,140
50	8,140
51	8,314
52	7,539
53	5,500
54	5,500
55	5,500
56	5,500
57	5,500
58	5,500
59	5,500
60	5,500
61	5,500
62	5,500
63	5,500
64	7,539
65	11,733
66	8,525
67	8,525
68	8,525

LOT #	AREA (SF)
69	8,525
70	8,525
71	8,525
72	8,525
73	8,525
74	8,525
75	8,525
76	8,525
77	11,733
78	7,664
79	5,700
80	5,700
81	5,700
82	5,700
83	5,700
84	5,700
85	5,700
86	5,700
87	5,700
88	5,700
89	7,064
90	6,600
91	6,819
92	10,473
93	9,278
94	15,360
95	13,595
96	10,055
97	7,433
98	7,425
99	7,425
100	7,425
101	7,425
102	7,425
103	9,333

VESTING TENTATIVE MAP - TRACT 4057

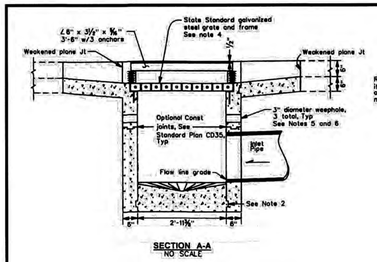
RESIDENTIAL LOT SUMMARY - VILLAGES 16-18

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

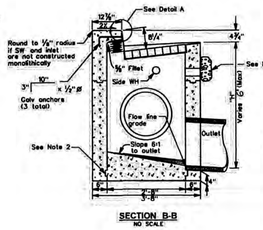
FOR: INTEGRAL COMMUNITIES

RJA
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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

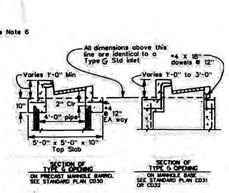
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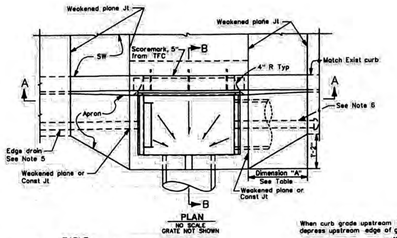


SECTION A-A
NO SCALE

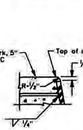


SECTION B-B
NO SCALE





PLAN
NO SCALE

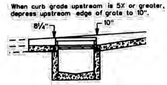


DETAIL A
NO SCALE

TABLE
DIMENSION "A" (in)

LIGHTWEIGHT CURB HEIGHT	"A" UPSTREAM 22' rad less	"A" DOWNSTREAM
4.5	42	24
5	45	24
5.5	48	24
6	51	24
6.5	54	24
7	57	24
7.5	60	24
8	63	24
8.5	66	24
9	69	24
9.5	72	24
10	75	24
10.5 or greater	100	24

See "DETAIL FOR STEEP CURB SLOPE"



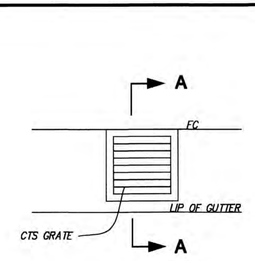
DETAIL FOR STEEP CURB SLOPE

NOTES:

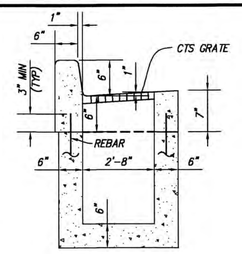
1. For Inlet General Notes and Details, see Standard Plan CD35.
2. Construction joints are optional where shown. other locations are subject to the approval of the Public Works Department. Key dimensions= ½" x 3".
3. When dimension "H" exceeds 6'-0", use a manhole base with Type "G" inlet top.
4. See Caltrans Standard Plan D77A for inlet frame and Caltrans Standard Plan D77B for type 24-105 inlet grate.
5. If edge drains are specified by Public Works Department or shown on the plans,
6. See Standard Plan CD35 for weephole drainage details unless edge drain is shown on plans or as specified by Public Works Department.

CD 27 - TYPE "G" INLET

NO SCALE



PLAN

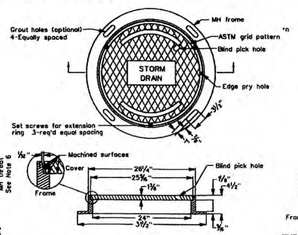


SECTION A-A

MODIFIED INLET WITH CTS GRATE

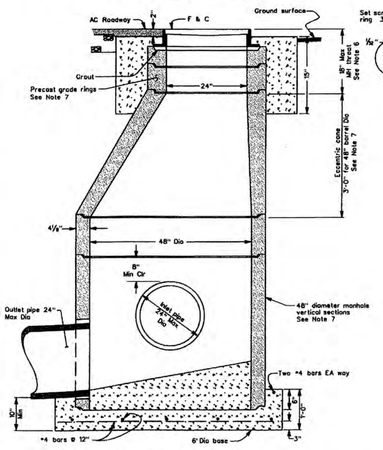
NO SCALE





TYPICAL FRAME AND COVER DETAIL

TYPICAL CAST IRON EXTENSION RING
See Note 7



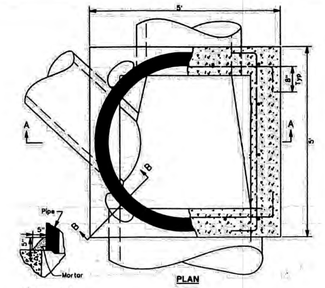
PRECAST MANHOLE WITH TYPE I BASE

CD 30 - TYPE 1 MANHOLE

NO SCALE

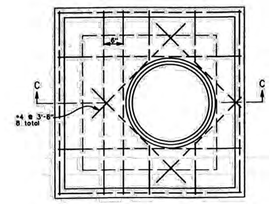
NOTES:

1. For General Manhole Notes and Details, see Standard Plan CD35.
2. All concrete joints shall be cleaned wetted, and mortared prior to setting next section. Joints shall then be patched, troweled, and brushed smooth.
3. Frame and extension rings must be secured by concrete block, unless approved otherwise by the Public Works Department.
4. Manhole cover frame shall be adjusted to conform to grade and cross slope of pavement.
5. Manhole frame and cover shall be Phoenix Iron (Oakland) Model P-1090 or South Bay Foundry No. 1900 CPH or approved equivalent.
6. Use of precast grade rings are limited by 18" maximum manhole throat length. Cast iron extension rings are allowed for conforms to pavement overlays only.
7. The precast components shall conform to the Central Precast (U.S. Concrete Precast Group, Northern California) Drawing Nos. 20-48C, 20-48V and 20-48 EC, or equivalent.



PLAN

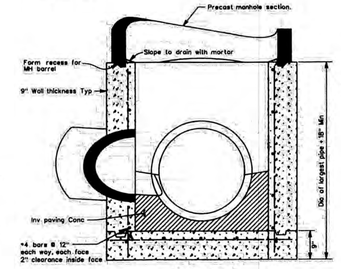
SECTION B-B



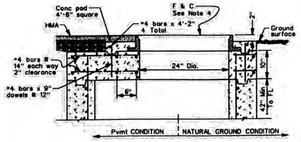
PLAN

NOTES:

1. For Manhole General Notes and Details, see Standard Plan CD35.
2. Construction joints are optional where shown. Other locations are subject to approval by the Public Works Department. Key dimensions are ½" x 3".
3. Inlet and outlet pipes shall not intercept a manhole base through a corner. If skew angle is too great to permit the opening to be made in a single wall use a Type III manhole base. (See Std Pln CD32).
4. For details of manhole frame and cover, See Standard Plan CD30.



SECTION A-A



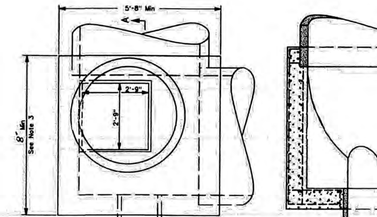
SECTION C-C
TOP SLAB

USE TOP SLAB:

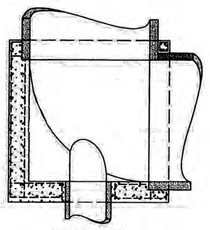
1. When there is insufficient depth between the top of the manhole base and finish grade for precast manhole eccentric cone section per Standard Plan CD30.
2. When placing a Type G Inlet opening on a Type II manhole base. The opening in the slab shall conform to the inside dimensions of the inlet to be used.

CD 31 - TYPE II MANHOLE BASE

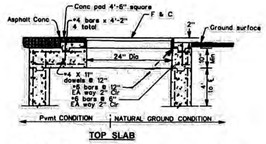
NO SCALE



PLAN



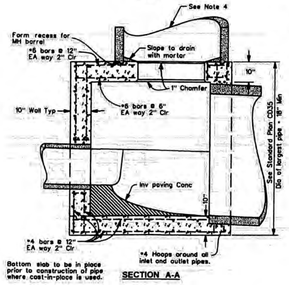
PLAN SECTION



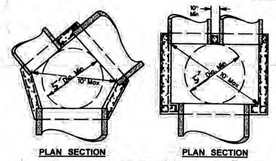
TOP SLAB

USE TOP SLAB:

1. When there is insufficient clearance between the top of the manhole base and finish grade for a precast eccentric cone section.
2. When placing a Type G Inlet opening on a Type III manhole base. The opening in the top slab shall conform to the inside dimensions of the inlet to be used.



SECTION A-A



PLAN SECTION

PLAN SECTION

SPECIAL APPLICATIONS OF TYPE "III" MANHOLE BASES

When circumstances, such as excessive skew or parallel pipes prevent the use of a standard Type III manhole base detailed elsewhere on this plan, The walls may be lengthened or relocated to accomodate the pipes provided the following criteria are met:

1. The inside dimensions or the base shall be such that a 60 inch diameter circle will lay flat on the manhole base floor as shown.
2. The maximum distance between any two inside corners shall be 10 feet, as shown.
3. Reinforcement and floor, wall and top thickness shall remain the same as for a normal Type III manhole base.
4. No pipe shall exceed 60 inches (inside diameter).

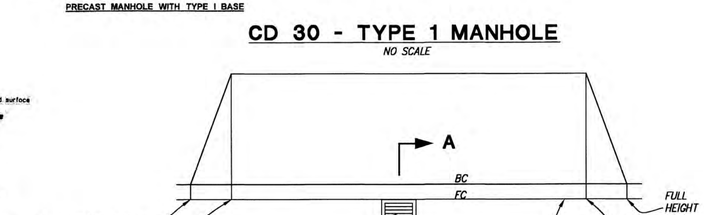
If any one of these criteria cannot be met, a special design will be required.

NOTES:

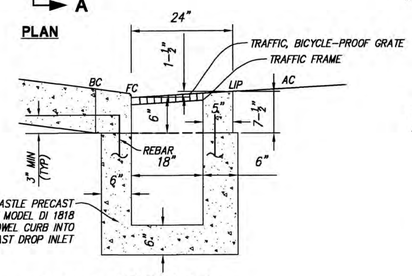
1. For General Manhole Notes and Details, see Standard Plan CD35.
2. Soil parameters used for design are limited to the following: Active equivalent fluid pressure of 45 lbs./ft² up to a saturated condition of 62 lbs./ft². Passive equivalent fluid pressure of 300 lbs./ft². Structures to be constructed in soils not exhibiting these characteristics shall be designed by a licensed professional engineer under consultation with a licensed geotechnical engineer.
3. Minimum Strength: Steel: Fy=60000 psi; PCC: f'c=3000 psi
4. Reinforcing steel placement shall be as directed in American Concrete Institute, Building Code and Commentary 318-11.
5. Inlet and outlet pipes shall not intercept a manhole base through a corner. If skew angle is too great to permit the opening to be made through a single wall a special design will be required.
6. For details of manhole frame and cover, see Standard Plan CD30.

CD 32 - TYPE III MANHOLE BASE

NO SCALE



PLAN

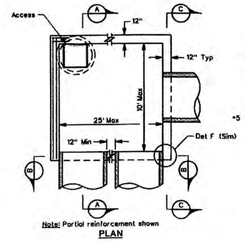


SECTION A-A

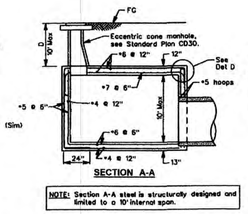
NOTE: TO BE INSTALLED AT ALL LOCATIONS WHERE INLETS OCCUR AT A DRIVEWAY CUT

INLET AT DRIVEWAYS

NO SCALE

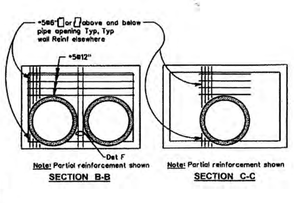


PLAN



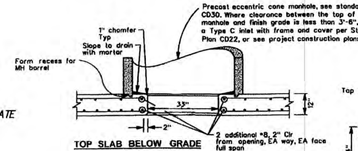
SECTION A-A

NOTE: Section A-A steel is structurally designed and limited to a 10' internal span.

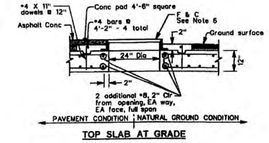


SECTION B-B

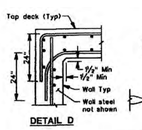
SECTION C-C



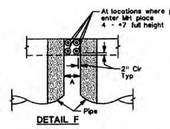
TOP SLAB BELOW GRADE



TOP SLAB AT GRADE



DETAIL D



DETAIL F

CD 34 - TYPE V MANHOLE BASE

NO SCALE

VESTING TENTATIVE MAP - TRACT 4057

STORM DRAIN DETAILS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

FOR REFERENCE ONLY-
SEE TRACY HILLS DESIGN GUIDELINES

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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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LOT SUMMARY		
LOT	OWNER	ACRES
A	HOA	6.43
B	HOA	32.66
C	HOA	8.37
D	HOA	2.90
E	HOA	0.40
F	HOA	0.40
G	CITY	2.59
H	DEVELOPER *	15.86
I	HOA	1.62
J	HOA	0.29
K	HOA	0.60
L	HOA	4.21
M	CITY	5.76
N	CITY	16.25
O	HOA	0.28
P	CITY	3.34
Q	CITY	3.71
R	HOA	0.36
S	HOA	0.51
T	DEVELOPER	31.17
U (BASIN)	CITY	13.98
V	HOA	1.75
W	HOA	0.69
X	HOA	3.19
Y	HOA	1.77
Z	HOA	0.63
AA	HOA	0.20
BB	HOA	0.53
CC	HOA	2.58
DD	DEVELOPER	56.23
EE	DEVELOPER	75.32
FF	DEVELOPER	58.56
GG	DEVELOPER	28.11
HH	DEVELOPER	44.74
II	DEVELOPER	131.29
JJ	DEVELOPER	48.78
KK	DEVELOPER	94.59
LL	DEVELOPER	66.85
MM	DEVELOPER	8.14
NN	DEVELOPER	3.71
OO	HOA	0.61
PP	HOA	0.42
QQ	HOA	0.06
RR	HOA	0.10
SS	HOA	0.19
TT	HOA	0.26
LAMMERS ROAD	CITY	21.94
CORRAL HOLLOW ROAD	CITY	1.83
TOTAL		804.76

* FUTURE SCHOOL SITE TO BE TRANSFERRED BY DEVELOPER TO JEFFERSON SCHOOL DISTRICT AT A LATER DATE

PARK SUMMARY		
LOT	OWNER	ACRES
D (HOA REC CENTER)	HOA	2.90
G (PARK)	CITY	2.60
M (PARK)	CITY	5.76
N (COMMUNITY PARK)	CITY	16.25
P (PARK)	CITY	3.34
Q (PARK)	CITY	3.71
TOTAL		34.56

PHASE 2			
VILLAGE	ACRES	LOT COUNT	TYPICAL LOT SIZE
1	12.78	63	55' X 90'
2	13.08	63	50' X 100'
3	8.98	52	50' X 100'
4	13.25	76	55' X 90'
5	15.68	56	55' X 100'
6	14.89	75	55' X 100'
7	21.37	97	55' X 100'
8	21.02	89	60' X 90'
9	16.87	69	60' X 100'
10	20.55	86	65 X 100'
11	12.75	60	55' X 100'
12	11.45	55	55' X 100'
13	29.29	122	60' X 90'
14	29.54	89	65' X 100'
15	21.76	85	60' X 100'
16	27.94	133	50' X 100'
17	20.41	97	55' X 90'
18	26.19	103	55' X 100'
TOTAL	337.80	1470	–

* LOTS SHALL NOT BE FINAL MAPPED UNTIL ANNEXATION IS COMPLETE (TYP)

0 200 400 600

1 inch = 200 ft.

PUBLIC PARK (CITY OWNED & MAINTAINED)

CONSERVATION EASEMENT (HOA OWNED & MAINTAINED)

OPEN SPACE (HOA OWNED & MAINTAINED)

RETENTION BASIN (CITY OWNED & MAINTAINED)

7 VILLAGE NUMBER

* PRELIMINARY LOCATION OF FUTURE BUS SHELTER TO BE DETERMINED AT A FUTURE DATE.

VESTING TENTATIVE MAP - TRACT 4057

OWNERSHIP EXHIBIT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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VESTING TENTATIVE MAP - TRACT 4057

OWNERSHIP EXHIBIT

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VESTING TENTATIVE MAP - TRACT 4057

OWNERSHIP EXHIBIT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
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PHONE: (925) 227-9100 FAX: (925) 227-9300

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SEE SHEET 16

SEE SHEET 17

SEE SHEET 13

SEE SHEET 14

KK

JJ

HH

LAMMERS ROAD

R

20' PAE (TYP)

17
55' x 90' LOT

16
50' x 100' LOT

II

FF

EE

LANDS OF
TSAKOPOULOS, ET AL
RESULTANT PARCEL 2
2013-146084

LANDS OF
TSAKOPOULOS, ET AL
RESULTANT PARCEL 2
2013-146084

PUBLIC PARK (CITY OWNED & MAINTAINED)

EXISTING CONSERVATION EASEMENT (HOA OWNED & MAINTAINED)

OPEN SPACE (HOA OWNED & MAINTAINED)

RETENTION BASIN (CITY OWNED & MAINTAINED)

7 VILLAGE NUMBER

N

0 200 400 600

1 inch = 200 ft.

VESTING TENTATIVE MAP - TRACT 4057

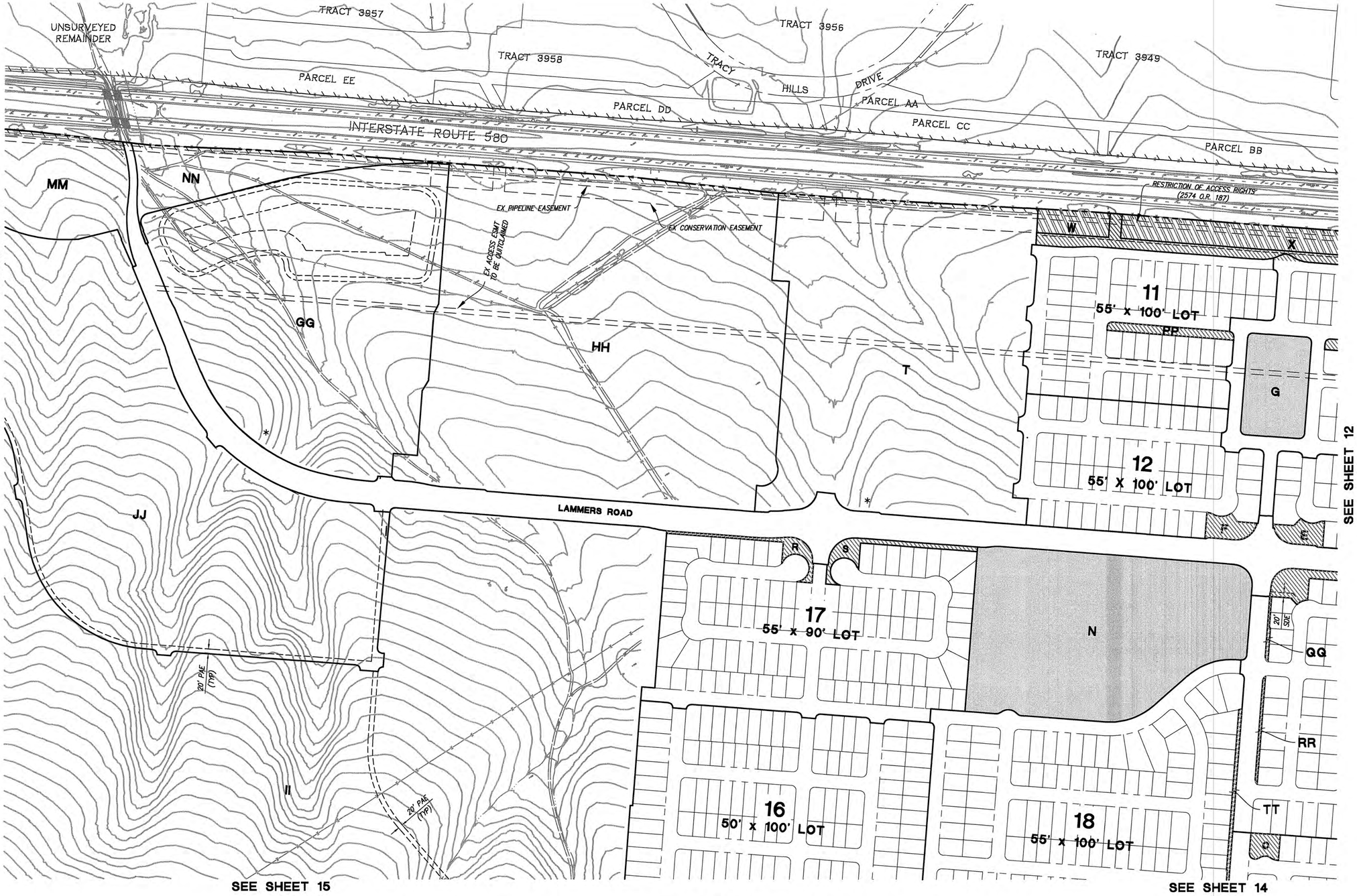
OWNERSHIP EXHIBIT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: SEPTEMBER 28, 2021 JOB NO.: 201068VTM SHEET 15 OF 57

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VESTING TENTATIVE MAP - TRACT 4057

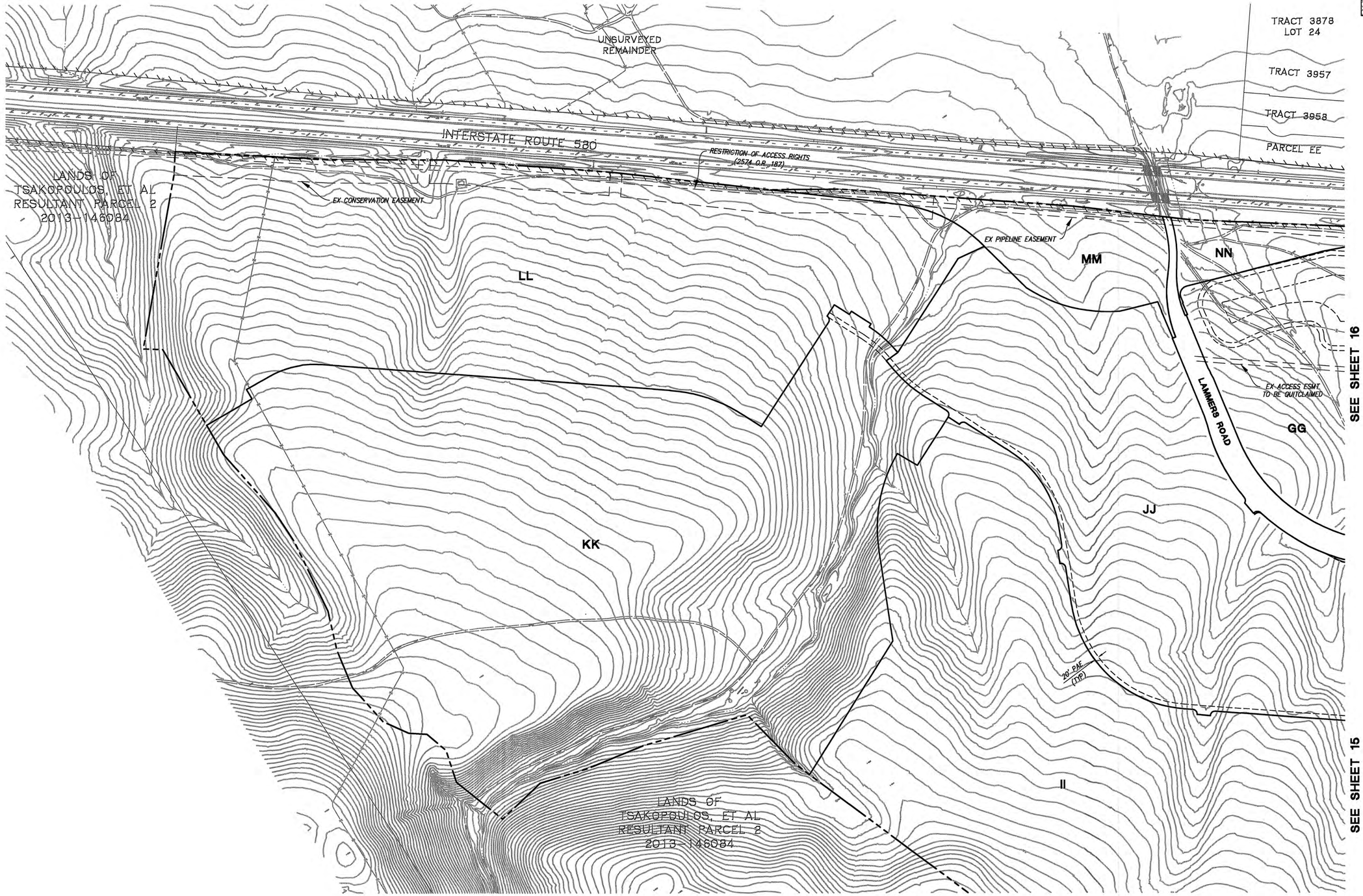
OWNERSHIP EXHIBIT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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DATE: SEPTEMBER 28, 2021 JOB NO.: 201068VTM SHEET 16 OF 57

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VESTING TENTATIVE MAP - TRACT 4057

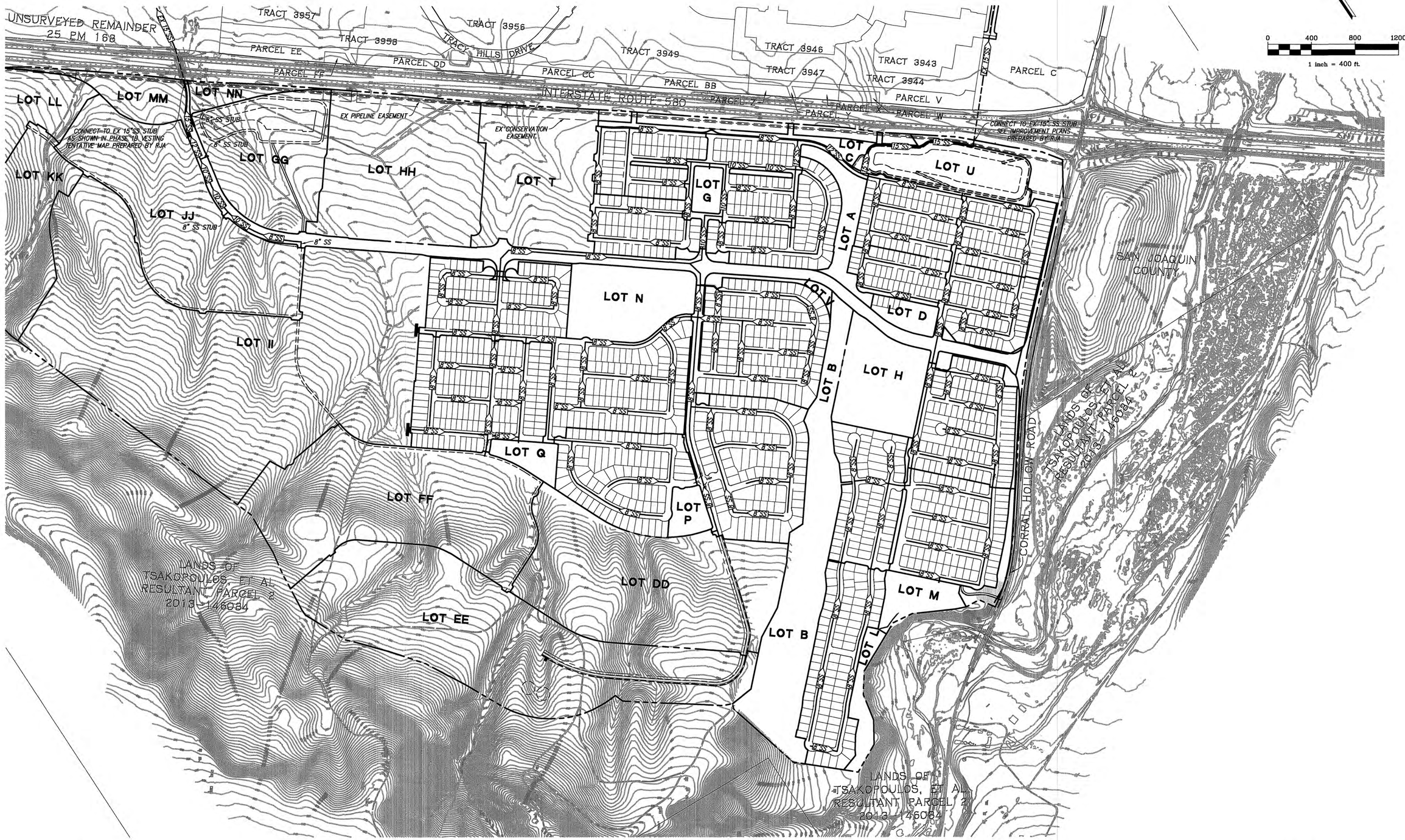
OWNERSHIP EXHIBIT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
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DATE: SEPTEMBER 28, 2021 JOB NO.: 201068VTM SHEET 17 OF 57

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NOTES:
1. SANITARY SEWER SYSTEM LAYOUT SHOWN IN INDIVIDUAL VILLAGES IS SCHEMATIC. ULTIMATE DESIGN/LAYOUT TO BE APPROVED BY THE CITY AS PART OF IMPROVEMENT PLANS.

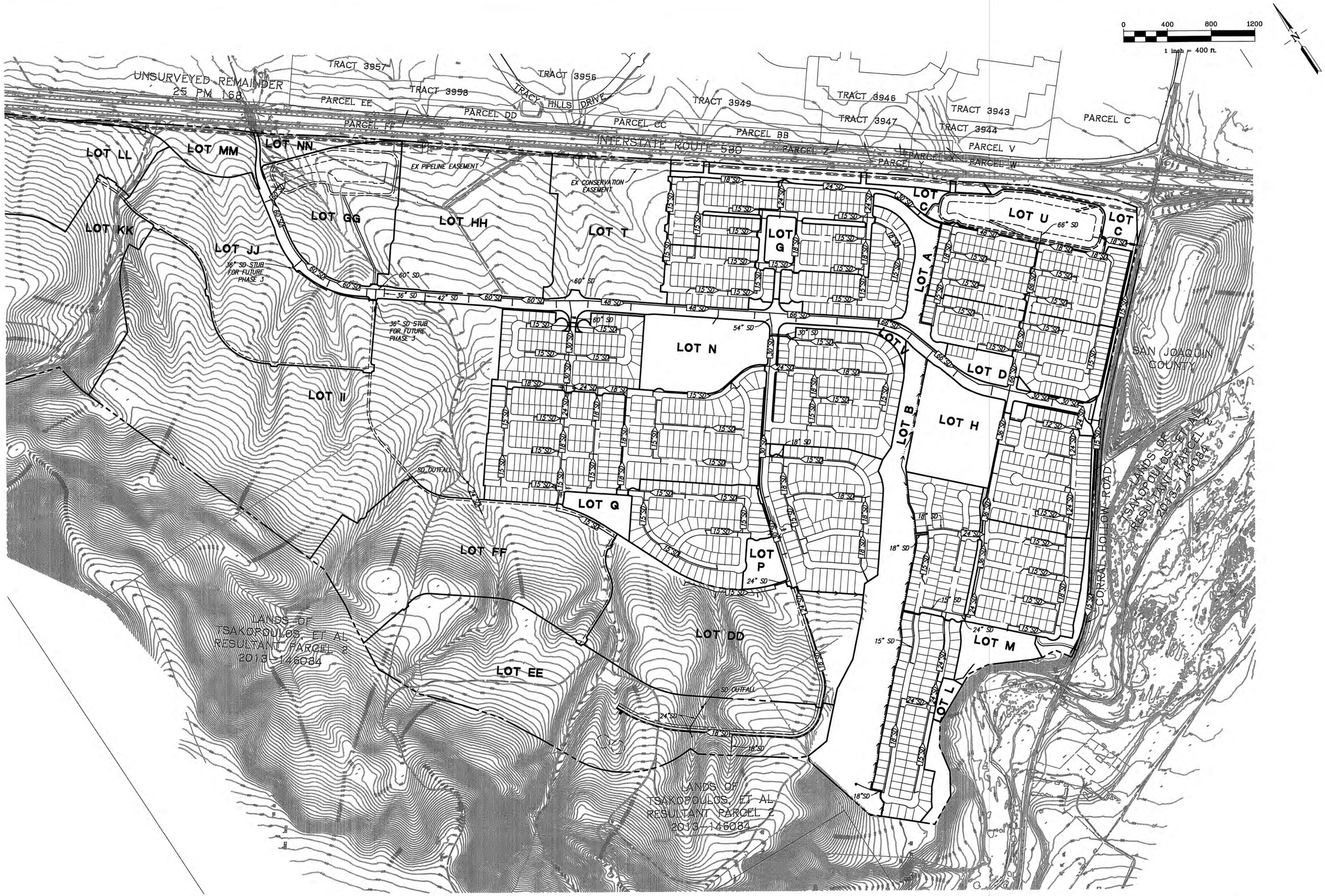
VESTING TENTATIVE MAP - TRACT 4057

OVERALL SANITARY SEWER PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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NOTES:
1. STORM DRAIN SYSTEM LAYOUT SHOWN IN INDIVIDUAL VILLAGES IS SCHEMATIC. ULTIMATE DESIGN/LAYOUT TO BE APPROVED BY THE CITY AS PART OF IMPROVEMENT PLANS.

VESTING TENTATIVE MAP - TRACT 4057

OVERALL STORM DRAIN PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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DATE: SEPTEMBER 28, 2021 JOB NO.: 201068VTM SHEET 19 OF 57

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NOTES:

1. 3-WAY OR 4-WAY VALVES WILL BE INSTALLED ON WATER MAINS AT TEE OR CROSS INTERSECTIONS, RESPECTIVELY.
2. RECLAIMED WATER SIZE BASED ON CITY OF TRACY CITYWIDE WATER SYSTEM MASTER PLAN.
3. WATER SYSTEM LAYOUT SHOWN IN INDIVIDUAL VILLAGES IS SCHEMATIC. ULTIMATE DESIGN/LAYOUT TO BE APPROVED BY THE CITY AS PART OF IMPROVEMENT PLANS.

VESTING TENTATIVE MAP - TRACT 4057

OVERALL WATER SYSTEM PLAN

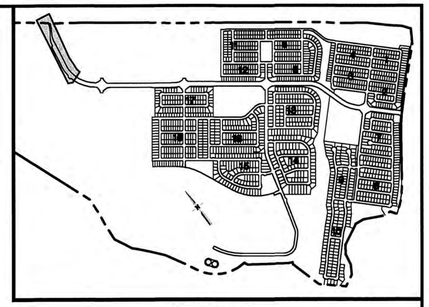
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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SEE VESTING TENTATIVE MAP
TRACT 4004 - TRACY HILLS PHASE 1B
FOR LAMMERS ROAD EXTENSION

NOTE:
NECESSITY FOR LOOPING OF THE WATERLINE TO BE DETERMINED THROUGH THE CITY WATER STUDY REVIEW PROCESS.



KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

MATCH LINE - STA 27+00
SEE SHEET 22

VESTING TENTATIVE MAP - TRACT 4057
LAMMERS ROAD (STA 12+90 TO STA 27+00)

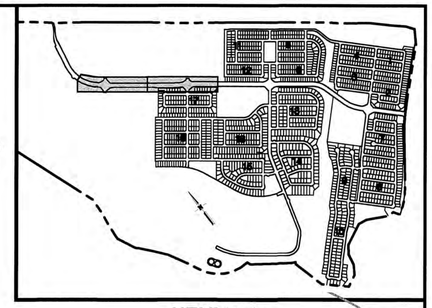
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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NOTE:
X CENTER OF ROUNDABOUT

0 50 100 150
1 inch = 50 ft.



KEYMAP
NOT TO SCALE

MATCH LINE - STA 27+00
SEE SHEET 21

MATCH LINE - STA 42+50
SEE BELOW

LAMMERS ROAD

MATCH LINE - STA 42+50
SEE ABOVE

MATCH LINE - STA 58+40
SEE SHEET 23

LAMMERS ROAD

LOT R

LOT S

SEE SHEET 39

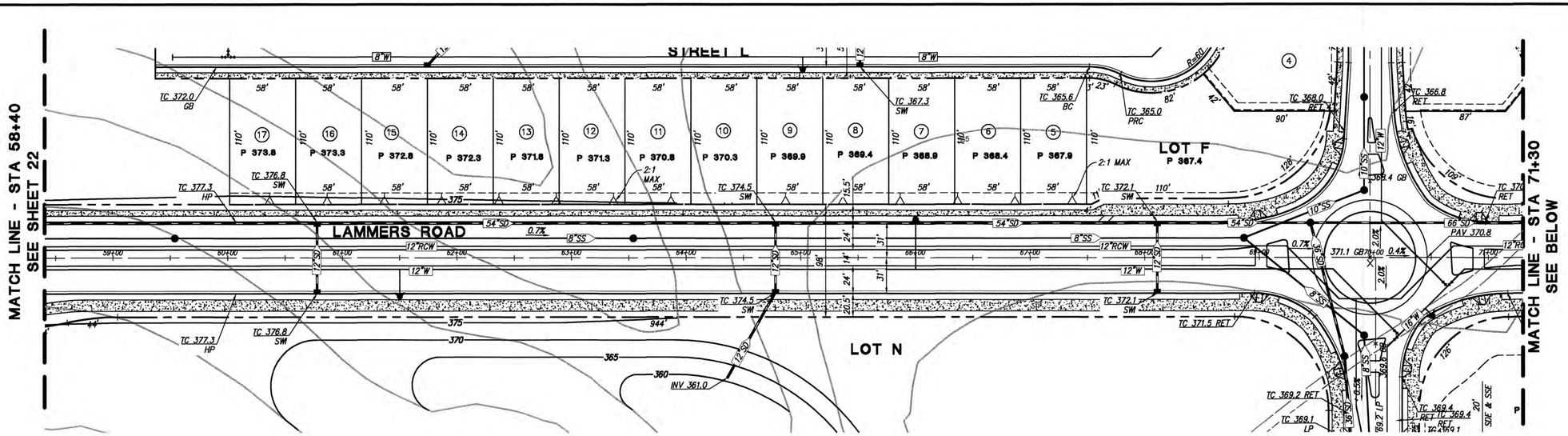
VESTING TENTATIVE MAP - TRACT 4057

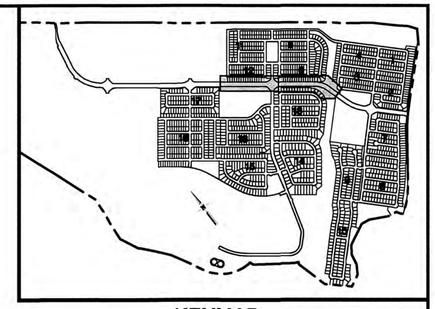
LAMMERS ROAD (STA 27+00 TO STA 58+40)

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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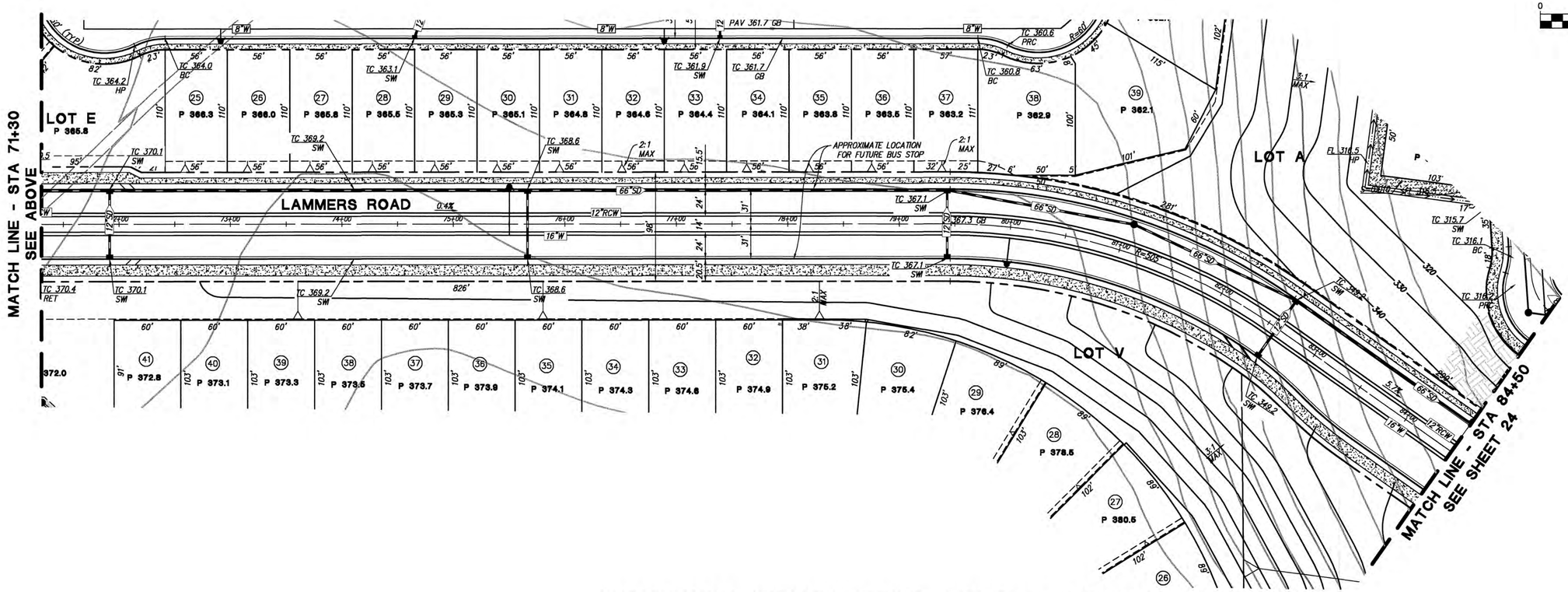




NOTE:
X CENTER OF ROUNDABOUT



0 50 100 150
1 inch = 50 ft.

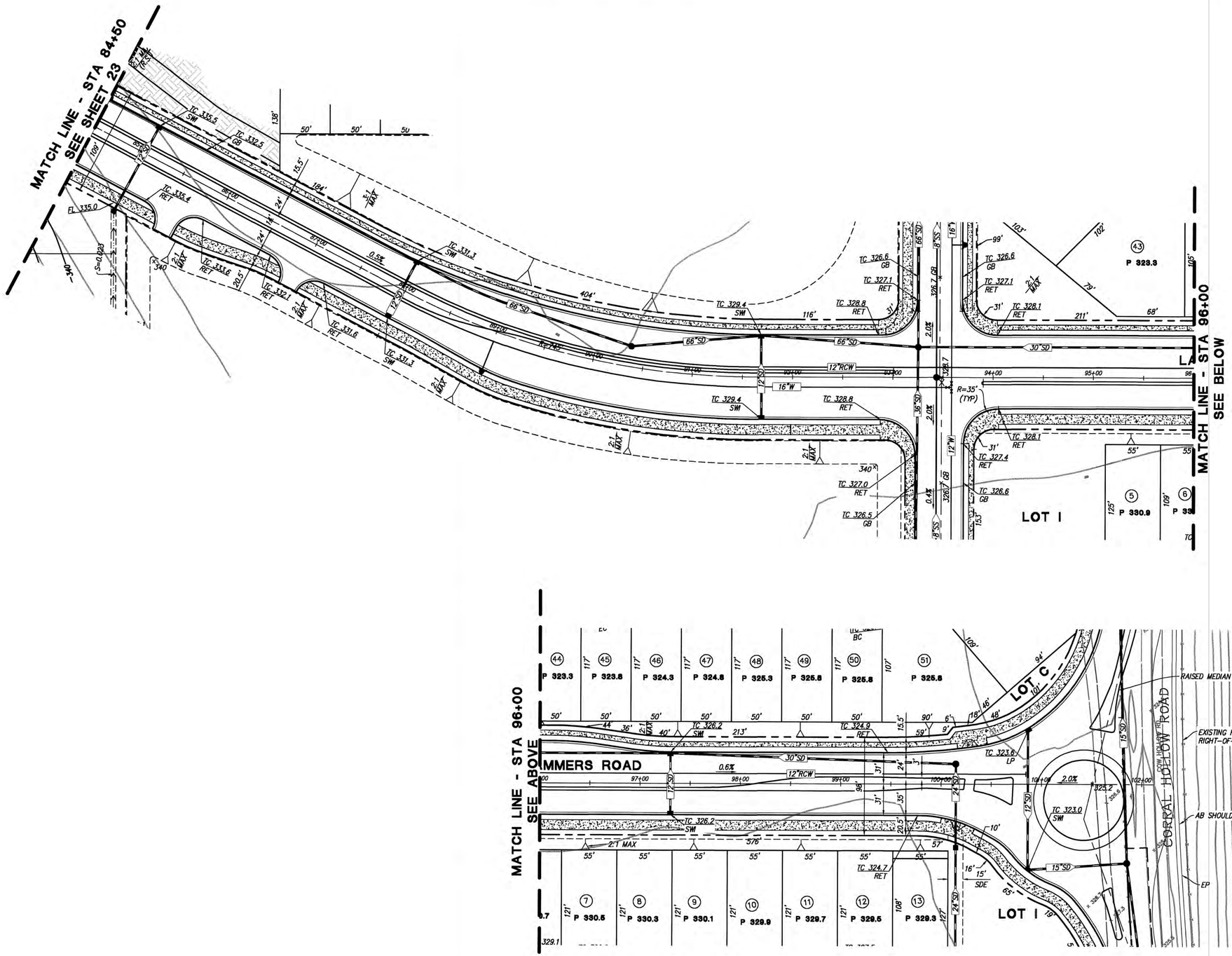


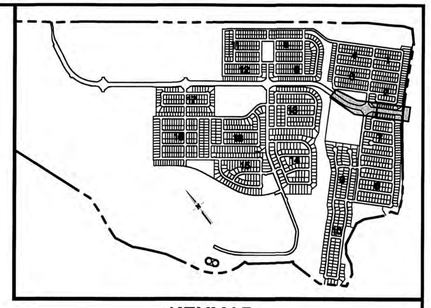
VESTING TENTATIVE MAP - TRACT 4057
LAMMERS ROAD (STA 58+40 TO STA 84+50)

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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KEYMAP
NOT TO SCALE

NOTE:
X CENTER OF ROUNDABOUT

0 50 100 150
1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4057
LAMMERS ROAD (STA 84+60 TO END)

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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SEE SHEET 50

SEE SHEET 28

SEE SHEET 54

SEE SHEET 26

STREET J

STREET I

STREET H

STREET G

STREET B

LOT 6

SWK ACCESS RAMP

ELEV=300.0

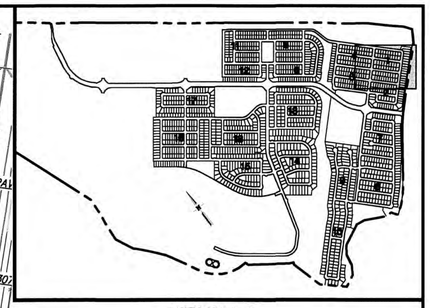
EX 20' ACCESS ESAT TO BE QUITCLAIMED

EXISTING EDGE OF PAVEMENT

CORRAL HOLLOW ROAD

SAN JOAQUIN COUNTY

RAISED MEDIAN



KEYMAP
NOT TO SCALE

0 50 100 150

1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 1

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
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SEE SHEET 25

SEE SHEET 27

SEE SHEET 54

SEE SHEET 48

STREET G

STREET J

STREET F

STREET B

LAMMERS ROAD

LOT C

LOT D
P 319.8

LOT I

10' SIDEWALK/ CLASS I BIKEWAY

RAISED MEDIAN

EXISTING EDGE OF PAVEMENT

EXISTING POWER POLE TO BE REMOVED (TYP)

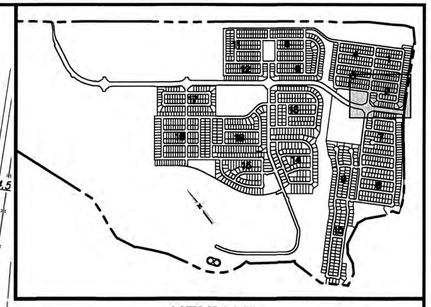
EXISTING FENCE/ RIGHT-OF-WAY

AB SHOULDER

PROP RW

EX RW

COW MOUNTAIN RD.



KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 2

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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SEE SHEET 28

SEE SHEET 30

SEE SHEET 33

SEE SHEET 26

SEE SHEET 49

SEE SHEET 48

STREET H

STREET G

STREET F

STREET B

LOT A

LOT B

LOT D
P 319.8

10' EARTHEN TRAIL

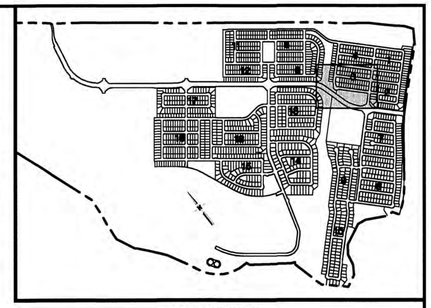
10' SIDEWALK/ CLASS I BIKEWAY

A-A

C-C

D-D

E-E



KEYMAP
NOT TO SCALE

0 50 100 150

1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 3 & LOT D

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
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SEE SHEET 50

SEE SHEET 29

SEE SHEET 30

SEE SHEET 25

SEE SHEET 27

STREET J

STREET I

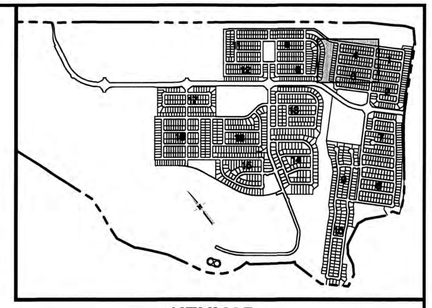
STREET H

STREET G

STREET F

STREET B

LOT A



KEYMAP
NOT TO SCALE

0 50 100 150

1 inch = 50 ft.

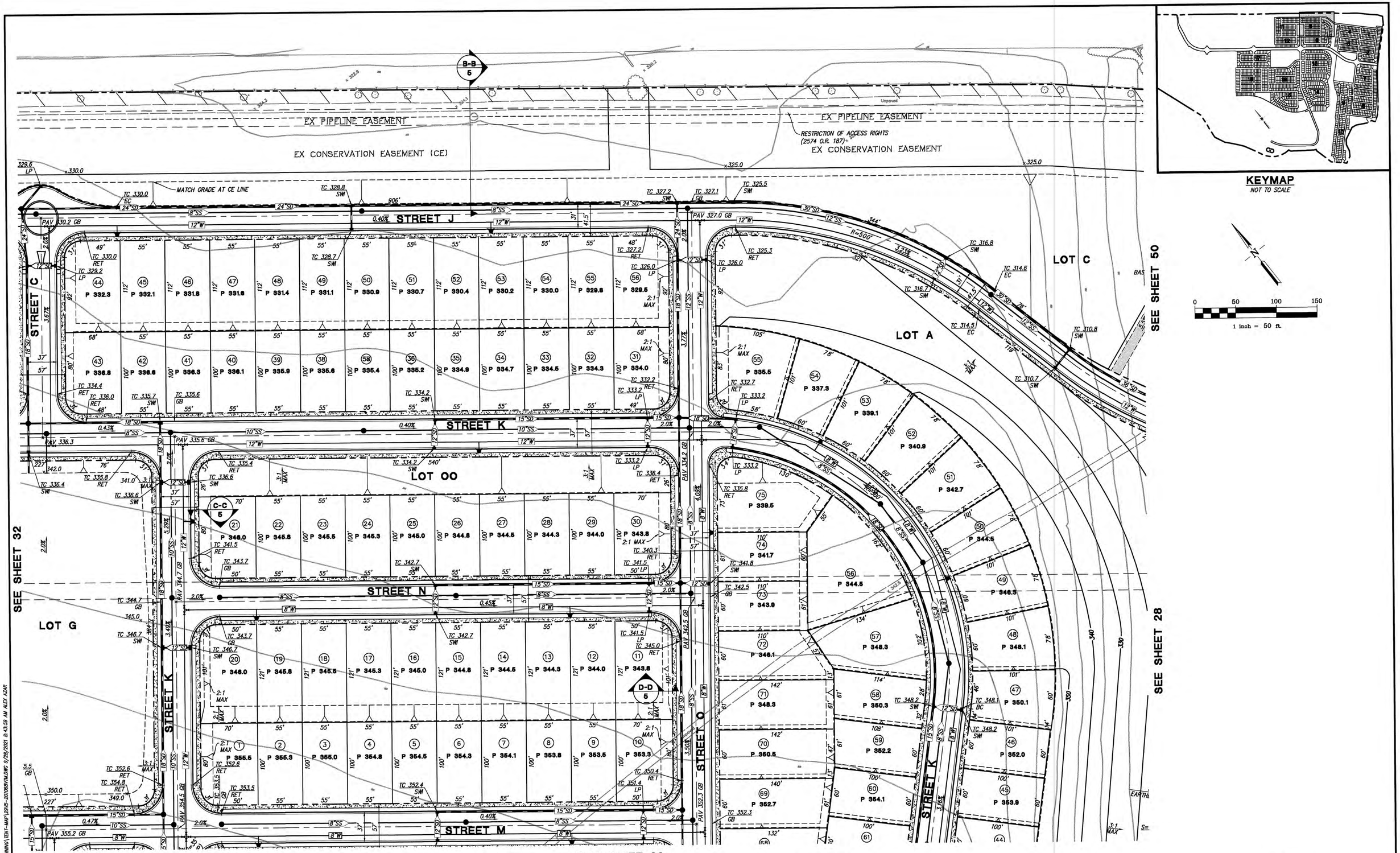
VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 4

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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VESTING TENTATIVE MAP - TRACT 4057

VILLAGES 5 & 6

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

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SEE SHEET 29

STREET N

STREET K

STREET M

STREET Q

STREET C

LOT G

LOT E
P 365.8

LOT V
P 372.0

LOT A

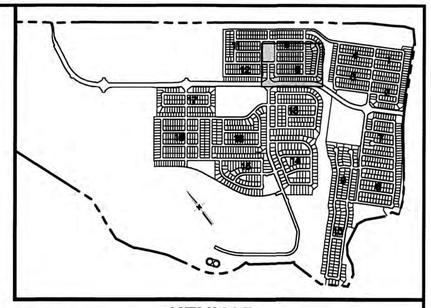
LAMMERS ROAD

APPROXIMATE LOCATION FOR FUTURE BUS STOP

SEE SHEET 31

SEE SHEET 27

SEE SHEET 31



KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4057

VILLAGES 5 & 6

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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SEE SHEET 32

STREET Q

STREET P

STREET N

STREET L

STREET M

STREET K

STREET C

LOT G

LOT F

LOT E

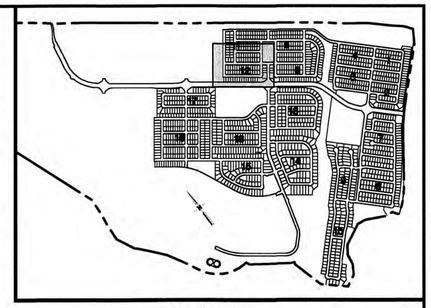
LOT N

LAMMERS ROAD

SIDE LOADED

SEE SHEET 30

SEE SHEET 38



KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

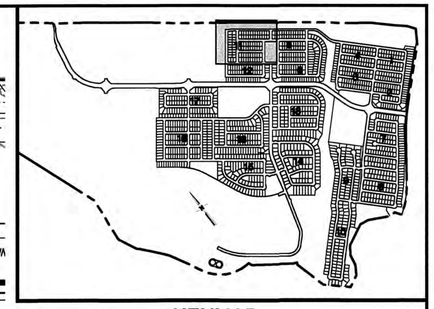
VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 12

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

SEE SHEET 29

SEE SHEET 31

VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 11

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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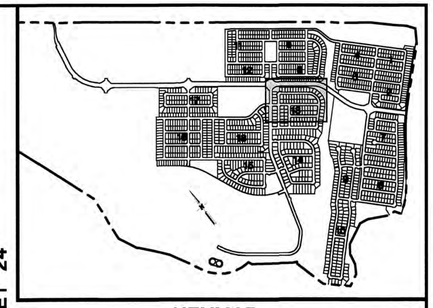
SEE SHEET 31

SEE SHEET 23

SEE SHEET 38

SEE SHEET 24

SEE SHEET 49



KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

SEE SHEET 34

VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 13

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
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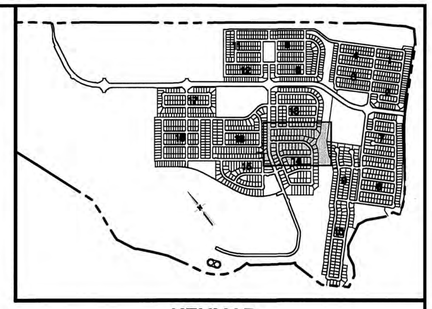
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SEE SHEET 33

SEE SHEET 37

SEE SHEET 45

SEE SHEET 35



KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4057

VILLAGES 13 & 14

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

G:\2020\201068\VTM\CAD FILES\02-PLANNING\TENT-MAP\34113-201068VTM.DWG 9/28/2021 8:35:45 AM ALEX AZAR

SEE SHEET 34

SEE SHEET 36

SEE SHEET 45

SEE SHEET 44

SEE SHEET 53

STREET FF

STREET GG

STREET EE

STREET C

STREET FE

LOT P

LOT B

LOT SS

D-D

C-C

KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

PHASE 2 BOUNDARY

VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 14

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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SEE SHEET 37

STREET II

STREET HH

STREET E

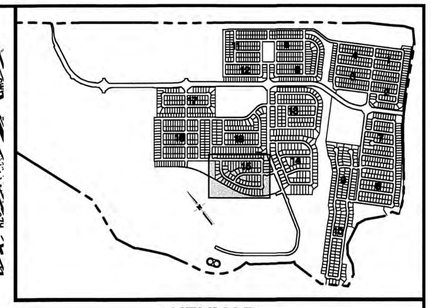
LOT Q

LOT P

SEE SHEET 41

SEE SHEET 35

SEE SHEET 53



KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4057

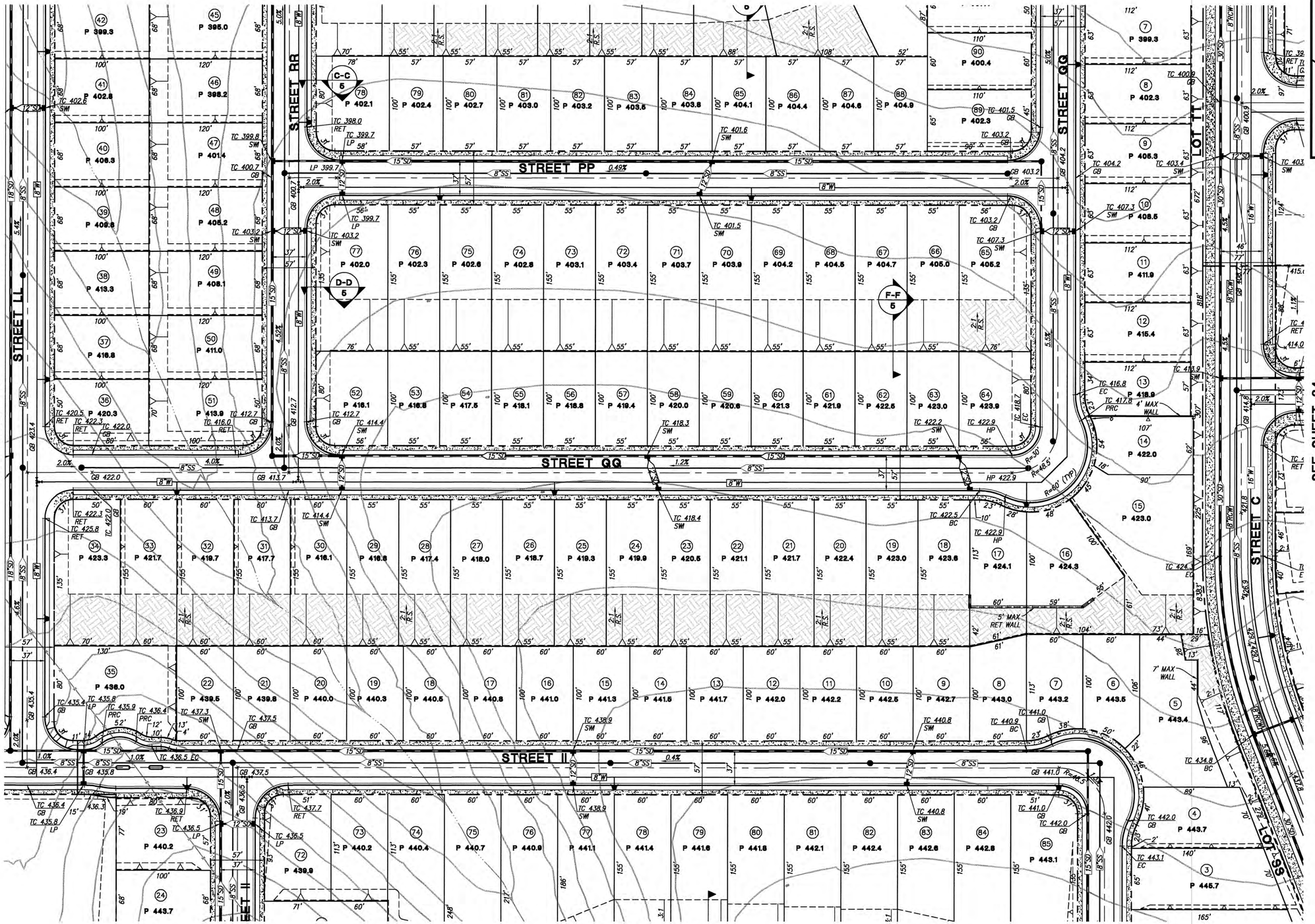
VILLAGE 15

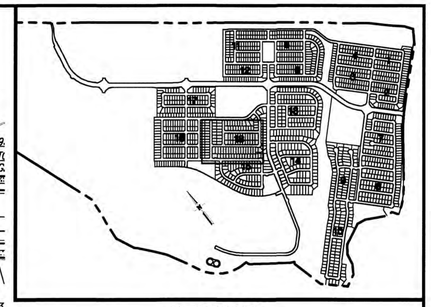
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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G:\JOBS2020\201068VTM\CAD FILES\02-PLANNING\TENT-MAP\15015-201068VTM.DWG 9/28/2021 8:31:32 AM ALEX AZAR

SEE SHEET 38





KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4057

VILLAGES 15 & 18

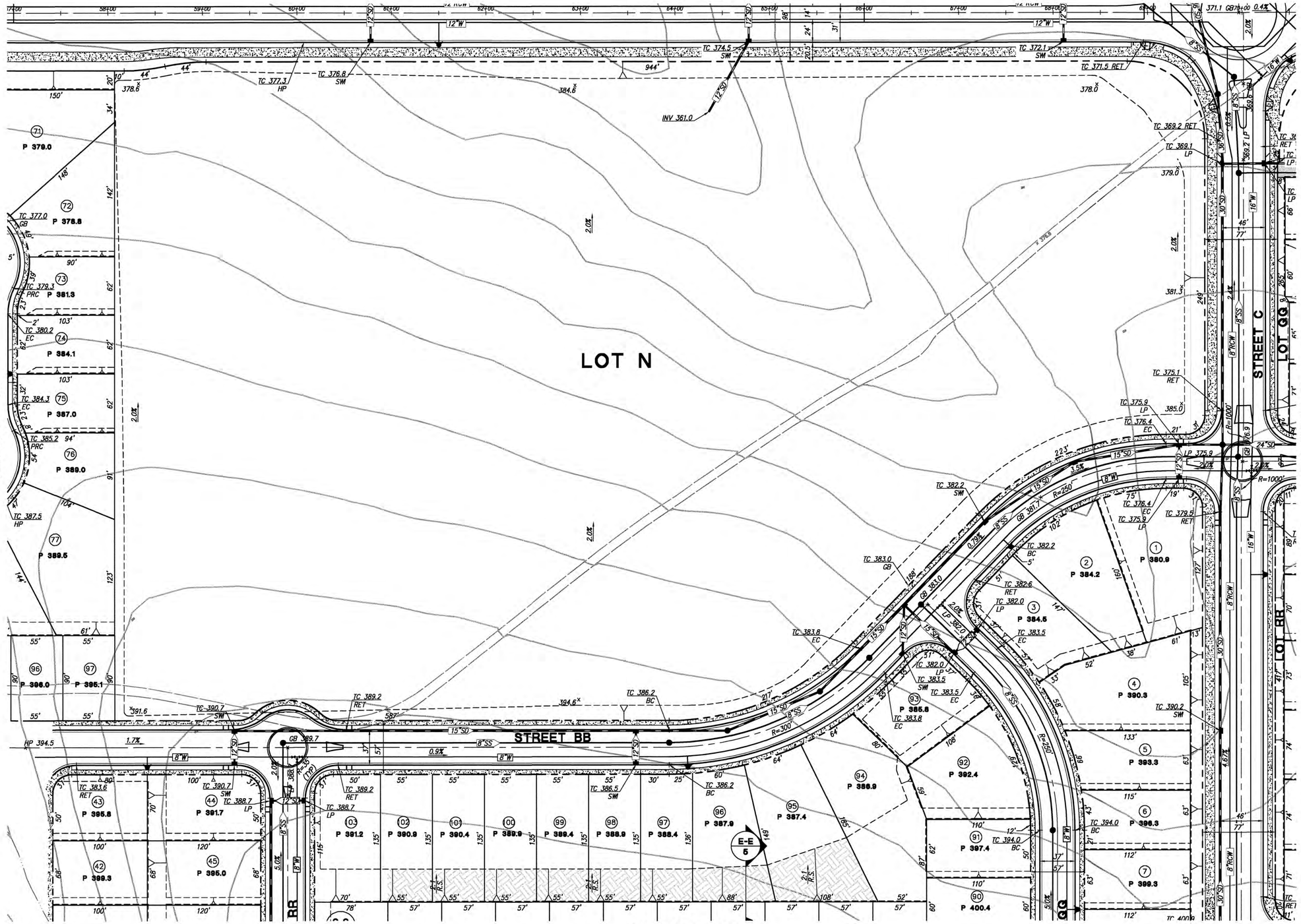
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

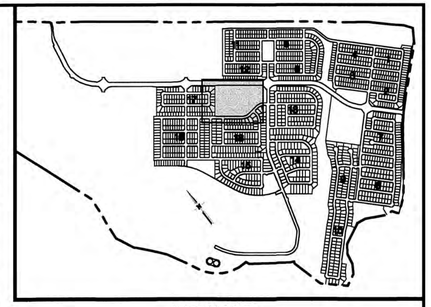
DATE: SEPTEMBER 28, 2021 JOB NO.: 201068VTM SHEET 37 OF 57

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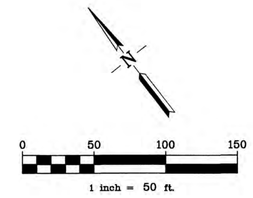
SEE SHEET 31



SEE SHEET 37



KEYMAP
NOT TO SCALE



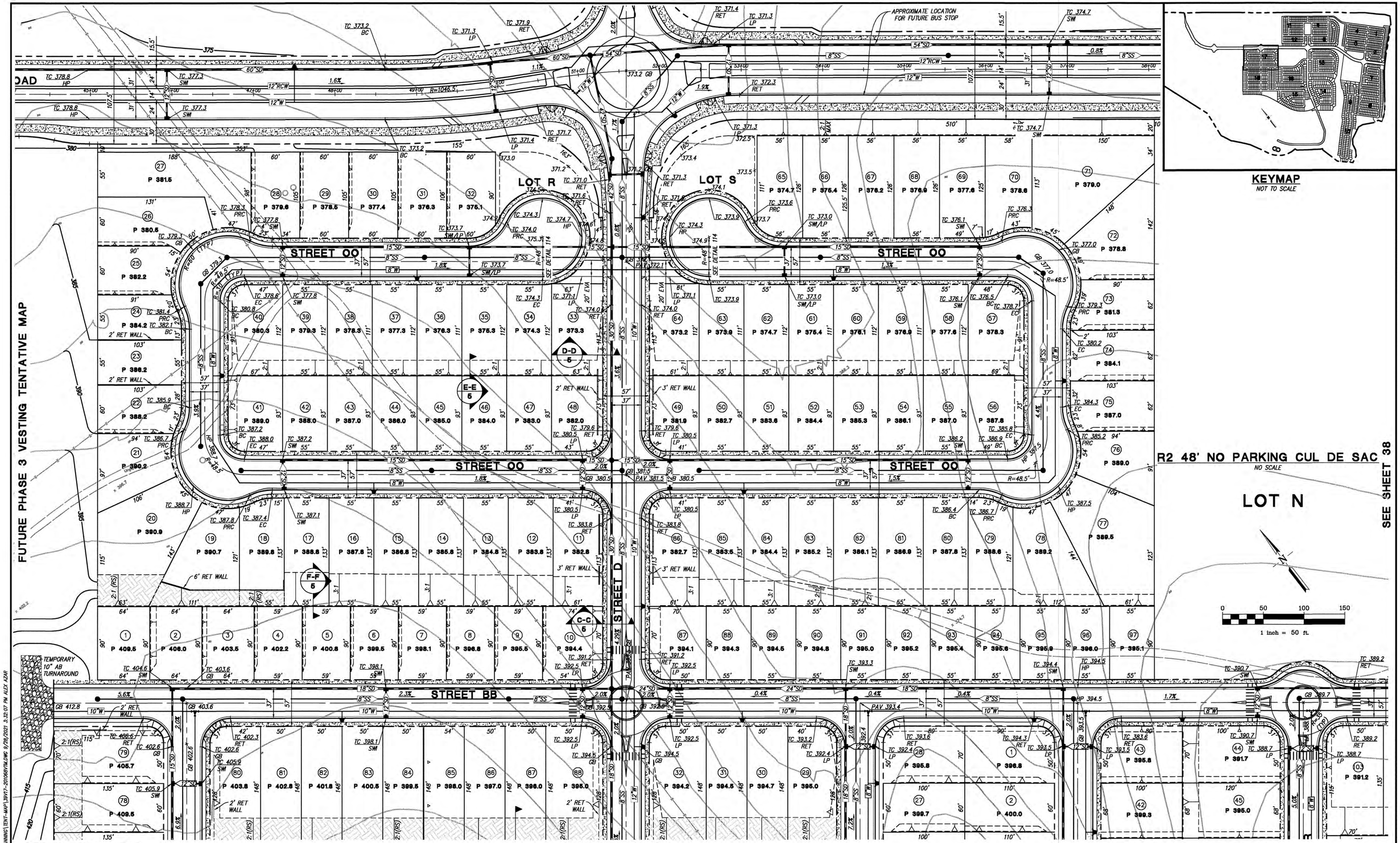
VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 18 & LOT N

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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RUGGERI-JENSEN-AZAR
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VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 17

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR

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G:\2020\201068VTM\CAD FILES\02-PLANNING\TENT-MAP\39177-201068VTMLONG 9/28/2021 3:32:07 PM ALEX AZAR

SEE SHEET 39

STREET BB

STREET KK

STREET JJ

STREET NN

STREET D

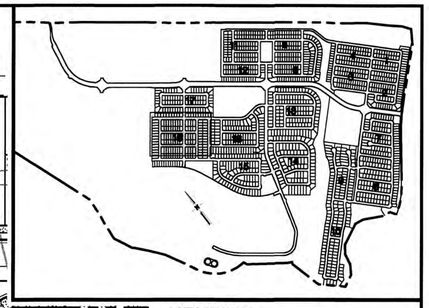
STREET MM

STREET LL

STREET Q

SEE SHEET 37

SEE SHEET 41



KEYMAP

NOT TO SCALE

0 50 100 150

1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 16

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR

ENGINEERS ▪ PLANNERS ▪ SURVEYORS

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G:\JOBS2021\201068VTM\CAD FILES\02-PLANNING\TENT-MAP\40VTM-201068VTMLDWG 9/27/2021 6:16:50 PM ALEX AZAR

SEE SHEET 40

SEE SHEET 36

SEE BELOW

SEE ABOVE

SEE ABOVE

STREET D

STREET E

STREET II

LOT Q

TEMPORARY BARRICADE

TEMPORARY 10" AB TURNAROUND

KEYMAP

NOT TO SCALE

0 50 100 150

1 inch = 50 ft.

FUTURE PHASE 3 VESTING TENTATIVE MAP

VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 16

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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PHONE: (925) 227-9100 FAX: (925) 227-9300

G:\2020\201068\VTM\CAD FILES\02-PLANNING\TENT-MAP\41VT6-201068TMDWG 9/27/2021 6:14:27 PM ALEX AZAR

SEE SHEET 43

SEE SHEET 52

LOT B

LOT L

STREET Y

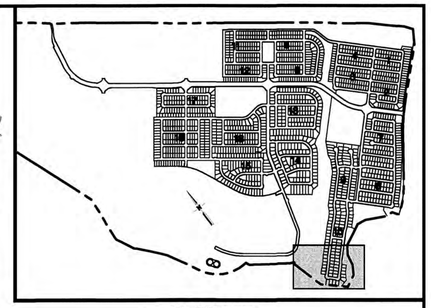
10' EARTHEN TRAIL

4' WIDE TRAIL

PHASE 2 BOUNDARY

DAYLIGHT LINE

LANDS OF TSAKOPOULOS, ET AL
RESULTANT PARCEL 2
2013-146084



KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

* INSTALL CTS INLET GRATE PER DETAIL ON SHEET 11

VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 10

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
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PHONE: (925) 227-9100 FAX: (925) 227-9300

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SEE SHEET 44

SEE SHEET 53

SEE SHEET 46

SEE SHEET 42

LOT B

LOT M

LOT L

STREET Y

STREET Z

EARTHEN TRAIL

4' WIDE TRAIL

PHASE 2 BOUNDARY

LANDS OF TSAKOPOULOS, ET AL RESULTANT PARCEL 2 2013-146084

A-A 4

E-E 5

KEYMAP

NOT TO SCALE

0 50 100 150

1 inch = 50 ft.

* INSTALL CTS INLET GRATE PER DETAIL ON SHEET 11

VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 10

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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PHONE: (925) 227-9100 FAX: (925) 227-9300

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VESTING TENTATIVE MAP - TRACT 4057

VILLAGES 8, 9 & 10

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RJA

RUGGERI-JENSEN-AZAR

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DATE: SEPTEMBER 28, 2021 JOB NO.: 201068VTM SHEET 44 OF 57

C:\2020\201068VTM\CAD FILES\02-PLANNING\TENT-MAP\4499-201068VTMUWD 9/27/2021 6:09:53 PM ALEX AZAR

SEE SHEET 49

SEE SHEET 34

SEE SHEET 35

SEE SHEET 47

SEE SHEET 44

LOT H

LOT J

LOT K

STREET U

STREET V

STREET W

E-E 5

C-C 5

KEYMAP
NOT TO SCALE

1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4057

VILLAGES 8 & 9

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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PHONE: (925) 227-9100 FAX: (925) 227-9300

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VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 8 & PARCEL

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

G:\JOBS2020\201068\TM\CAD FILES\02-PLANNING\TENT-MAP\4646-201068VTMLDWG 9/28/2021 1:22:07 PM ALEX AZAR

SEE SHEET 48

SEE SHEET 45

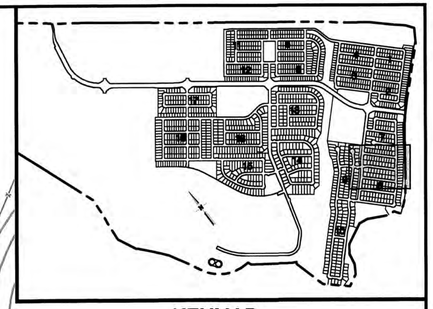
SEE SHEET 54

SEE SHEET 55

SEE SHEET 46

LANDS OF TSAKOPOULOS, ET AL
CONSULTANT PARCEL 2 2013-146084

STREET U
STREET V
STREET W
STREET X
STREET B
LOT J
LOT K



KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

* INSTALL CTS INLET GRATE PER DETAIL ON SHEET 11

VESTING TENTATIVE MAP - TRACT 4057

VILLAGES 7 & 8

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

G:\JOB2020\201068VTM\CAD FILES\02-PLANNING\TENT-MAP\VTM-201068VILLAGE 9/27/2021 6:03:45 PM ALEX AZAR

SEE SHEET 26

SEE SHEET 49

SEE SHEET 54

SEE SHEET 47

LAMMERS ROAD

LOT H

LOT I

STREET R

STREET S

STREET T

STREET B

LANDS OF TSAKOPOULOS RESULTANT PARCEL

KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4057

VILLAGE 7

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
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4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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SEE SHEET 27

SEE SHEET 33

SEE SHEET 48

SEE SHEET 45

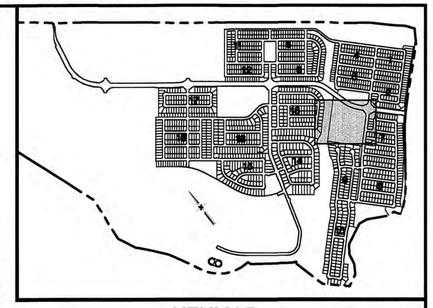
LOT B

LOT H

LOT I

STREET AA

STREET B



KEYMAP
NOT TO SCALE

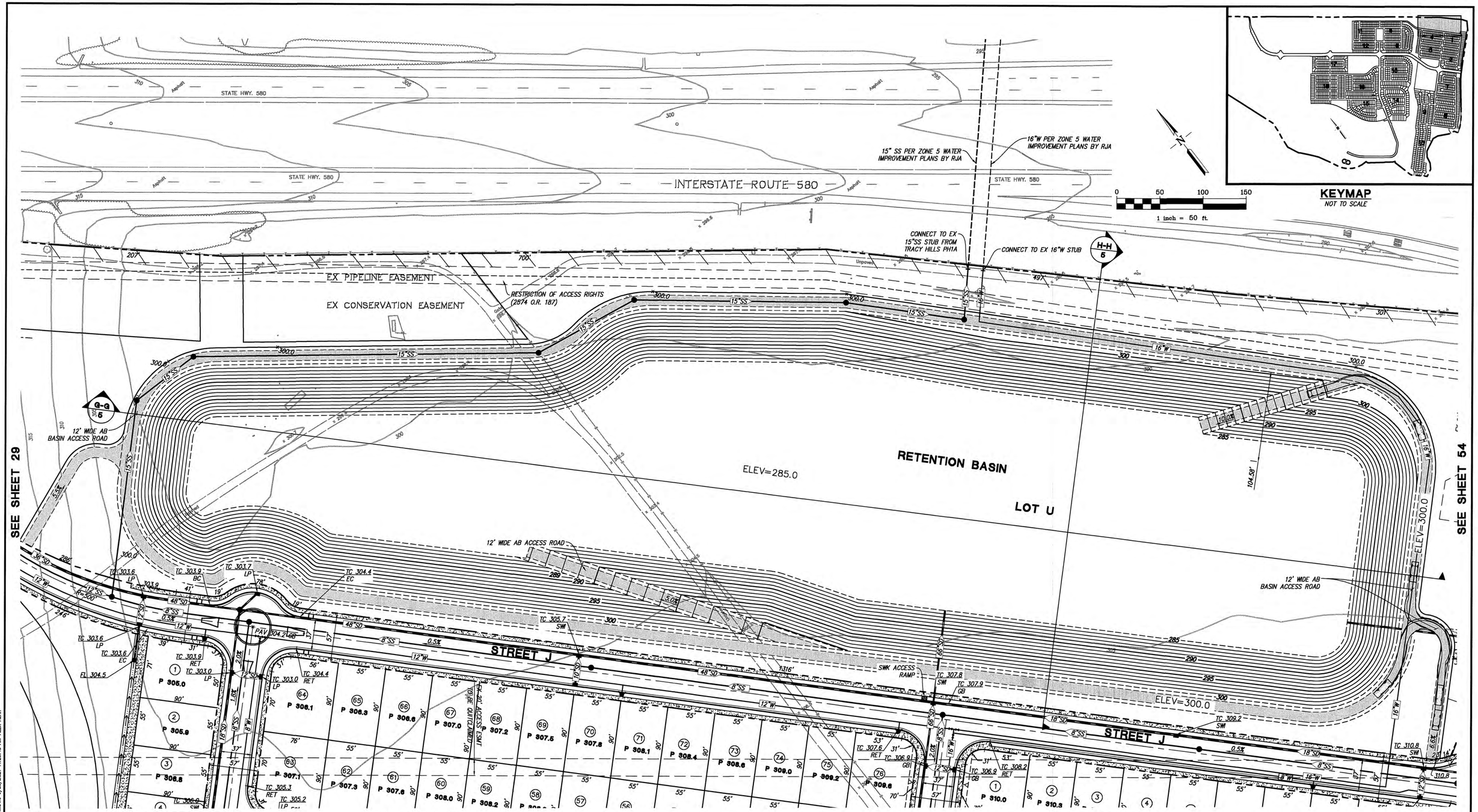
0 50 100 150
1 inch = 50 ft.

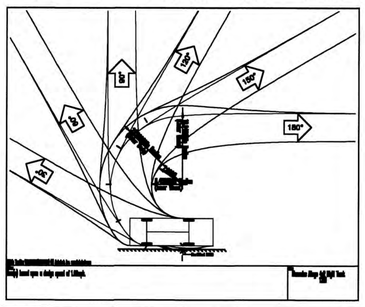
VESTING TENTATIVE MAP - TRACT 4057
VILLAGE 7 & SCHOOL

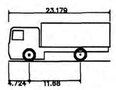
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
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Mercedes Atego 4x2 Rigid Truck 1218

Overall Length	23.179ft
Overall Width	7.615ft
Overall Body Height	8.694ft
Min Body Ground Clearance	0.518ft
Track Width	7.615ft
Lock-to-lock time	5.00s
Wall to Wall Turning Radius	22.966ft

VESTING TENTATIVE MAP - TRACT 4057

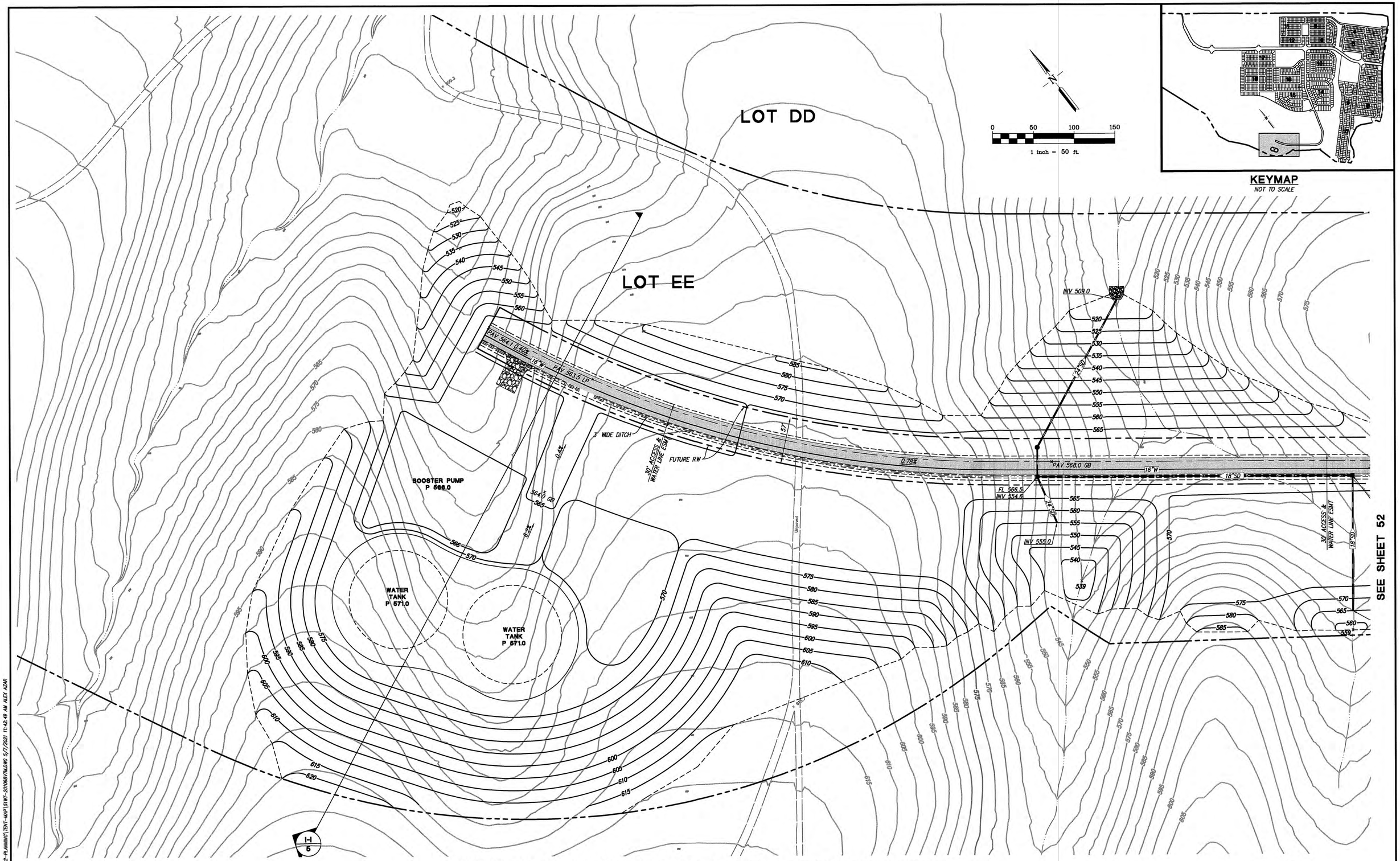
STORMWATER BASIN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RJA
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VESTING TENTATIVE MAP - TRACT 4057

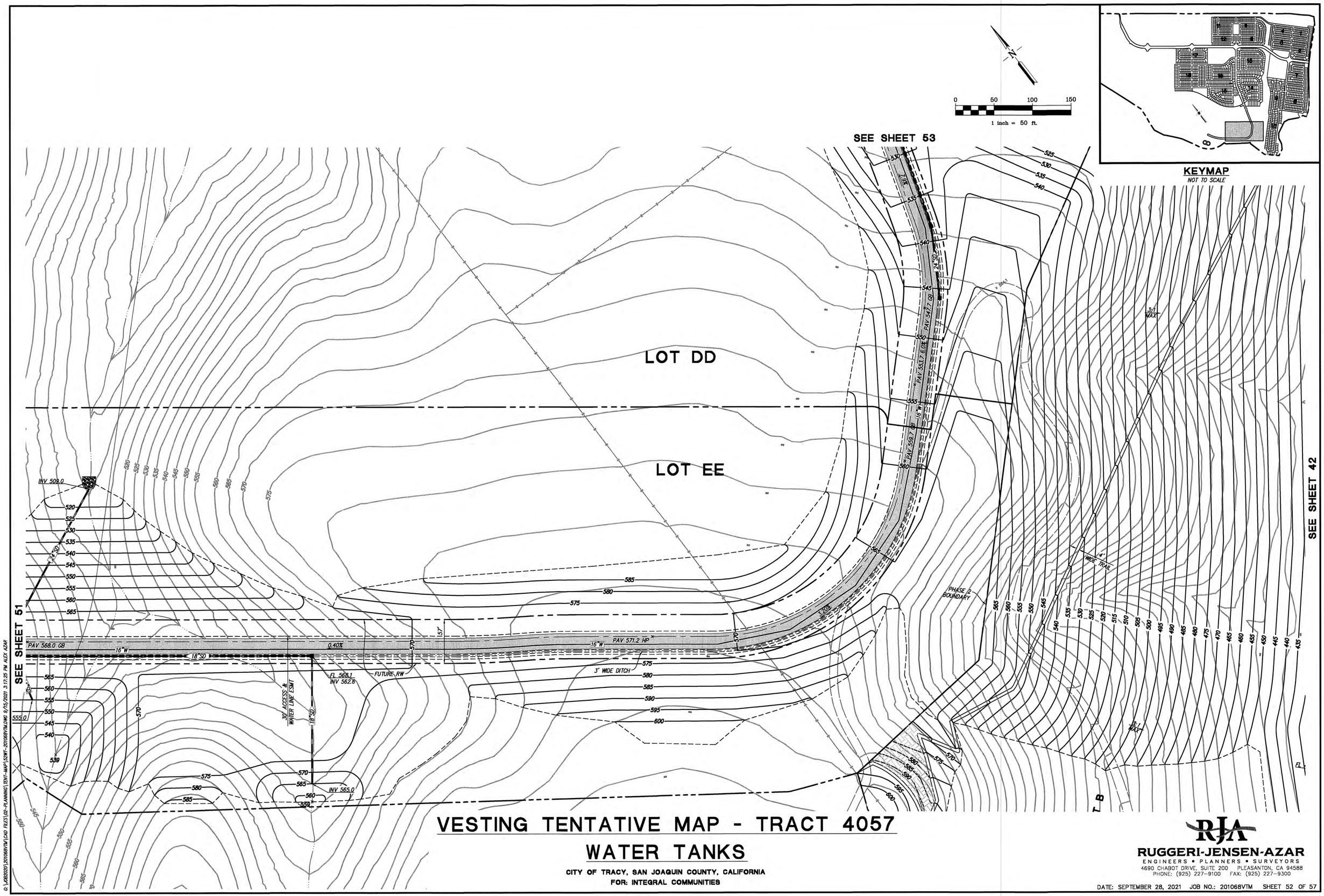
WATER TANKS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
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DATE: SEPTEMBER 28, 2021 JOB NO.: 201068VTM SHEET 51 OF 57

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VESTING TENTATIVE MAP - TRACT 4057

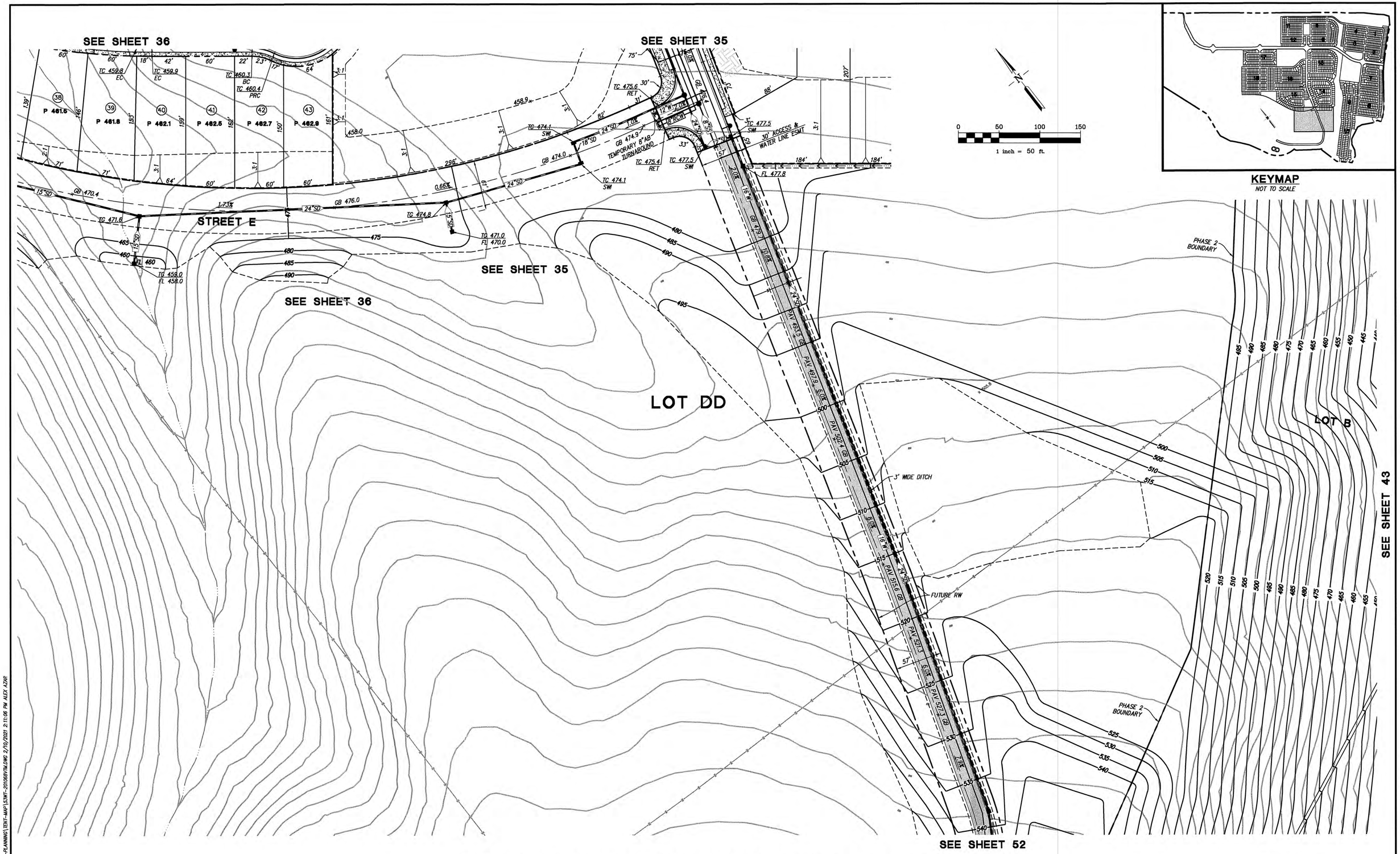
WATER TANKS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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PHONE: (925) 227-9100 FAX: (925) 227-9300

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VESTING TENTATIVE MAP - TRACT 4057

WATER TANKS

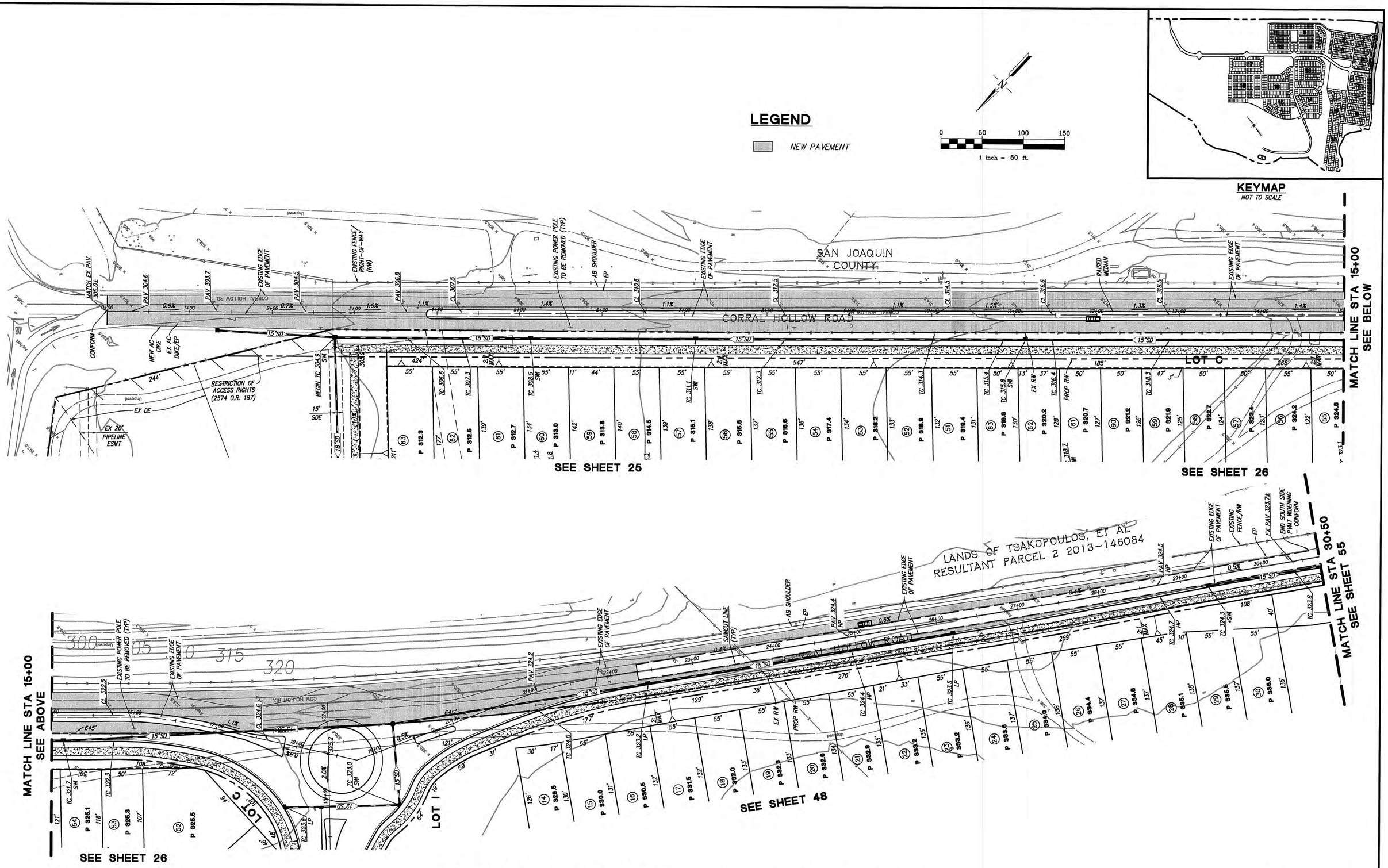
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: SEPTEMBER 28, 2021 JOB NO.: 201068VTM SHEET 53 OF 57

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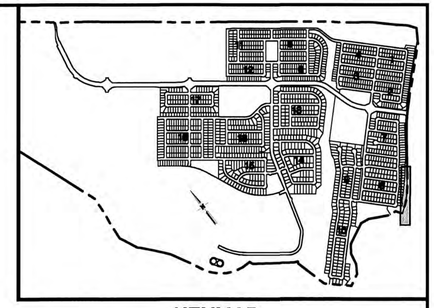
VESTING TENTATIVE MAP - TRACT 4057

CORRAL HOLLOW ROAD (STA 00+00 TO STA 30+50)

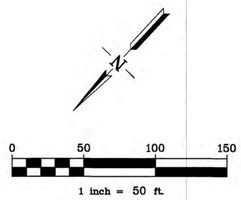
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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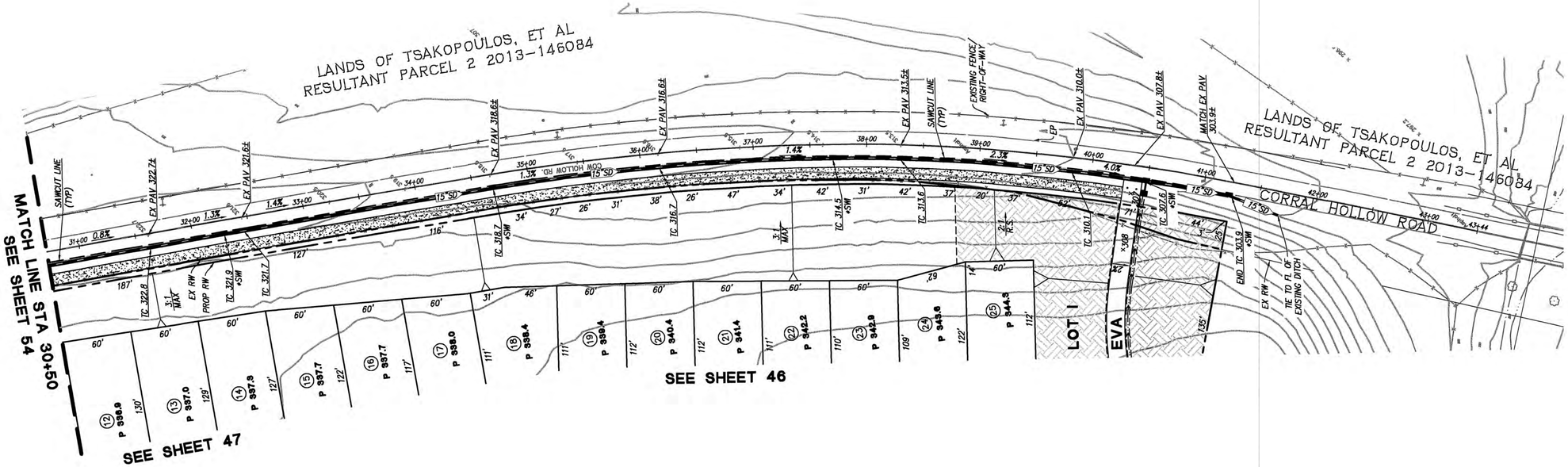
KEYMAP
NOT TO SCALE



LEGEND

NEW PAVEMENT

* INSTALL CTS INLET GRATE PER DETAIL ON SHEET 11

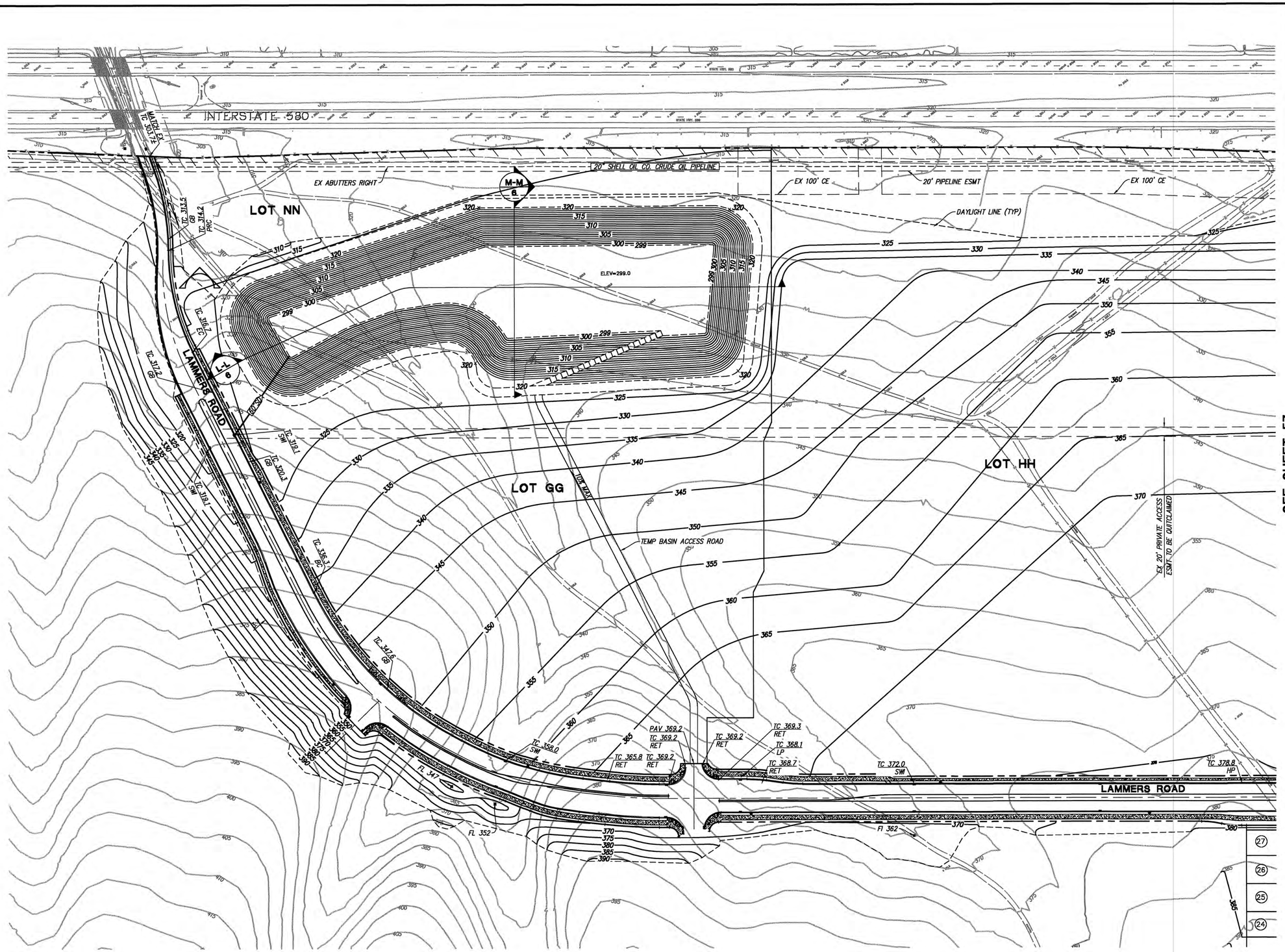


VESTING TENTATIVE MAP - TRACT 4057
CORRAL HOLLOW ROAD (STA 30+50 TO END)

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

G:\2020\201068VTM\CAD FILES\02-PLANNING\TENT-MAP\SSOH-201068VTMDWG 9/15/2021 3:45:30 PM ALEX AZAR



VESTING TENTATIVE MAP - TRACT 4057

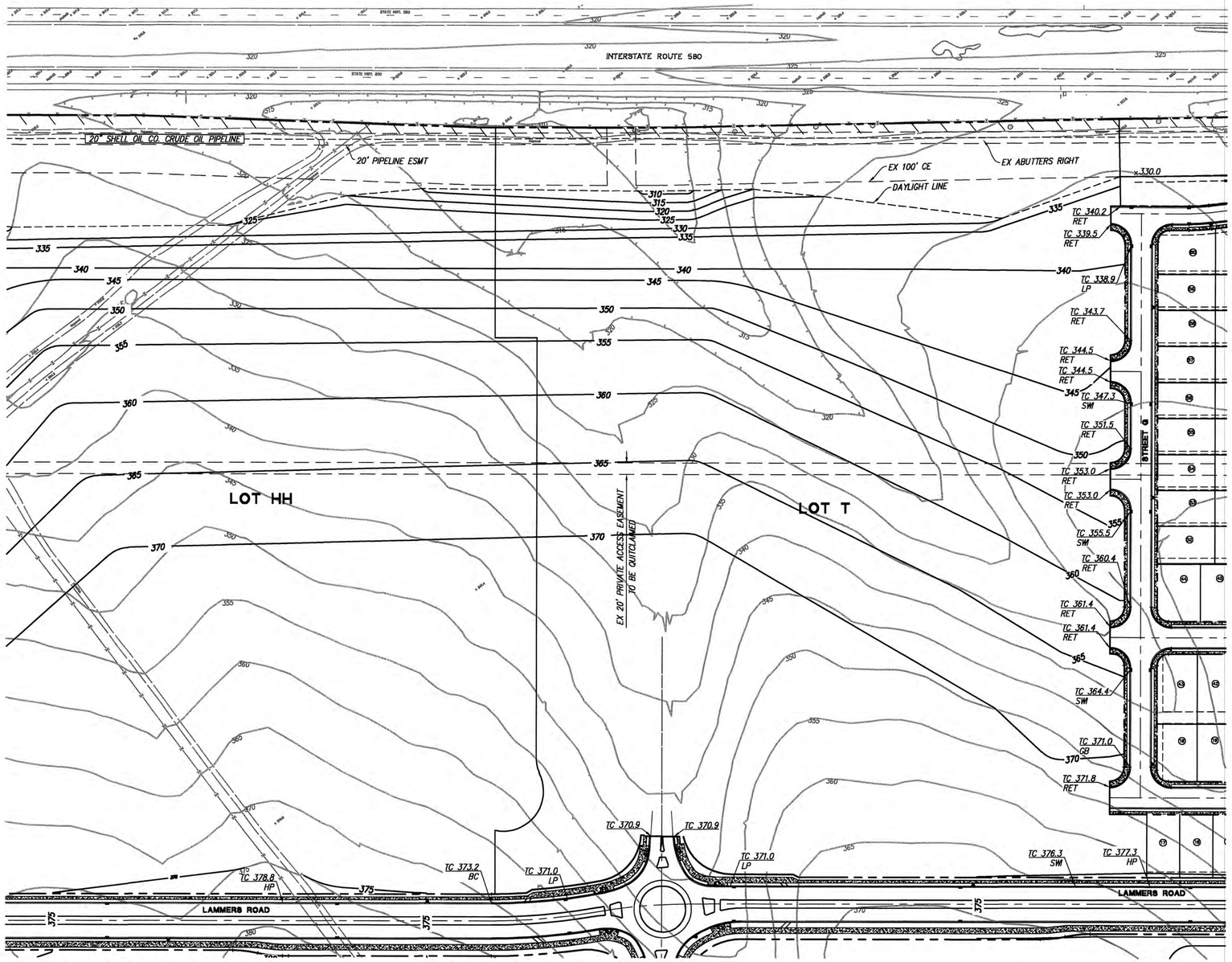
PHASE 3 SUPERPAD

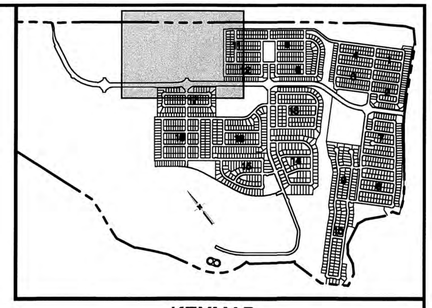
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

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KEYMAP
NOT TO SCALE

0 100 200 300
1 inch = 100 ft.

FOR LAMMERS ROAD SEE SHEETS 21-24

VESTING TENTATIVE MAP - TRACT 4057

PHASE 3 SUPERPAD

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: SEPTEMBER 28, 2021 JOB NO.: 201068VTM SHEET 57 OF 57

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Recording Requested By:

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

And When Recorded Mail To:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson
(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
OFF-SITE IMPROVEMENT AGREEMENT FOR LAMMERS ROAD UNDERCROSSING IMPROVEMENTS AT INTERSTATE 580, ENG21-0037

This **OFF-SITE IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the CITY OF TRACY a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company** ("**Developer**").

Recitals

A. Developer is the party responsible for the construction of the public roadway improvements known as the **Lammers Road Undercrossing Improvements at Interstate 580** that are to be constructed under the existing I-580 freeway and connecting to portions of the Lammers Road Extension that are to be constructed on either side of the freeway undercrossing, as more particularly depicted in Exhibit "**A**" attached hereto and incorporated herein by reference (hereinafter "**Project**").

B. The Project is geographically located within the boundaries of the Tracy Hills Specific Plan Area, which was approved by City Council on April 5, 2016.

C. On October 19, 2021, the Tracy City Council ("City Council") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**").

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval ("**Conditions**"). The Conditions, attached hereto as Exhibit "**B**", describe, among other things, improvements that are required for approval of the Final Subdivision Maps pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

E. The Project is part of the Lammers Road Extension improvements required by the Conditions, extending from Tracy Hills Drive in Tracy Hills Phase 1B to Corral Hollow Road in Tracy Hills Phase 2. In order to complete the required Lammers Road Extension, the roadway improvements must cross under the existing I-580 freeway.

F. The Project will be located within the existing State of California right-of-way for the I-580 freeway and no additional right-of-way dedication to the State or the City of Tracy is required for the construction of the improvements. Since the Project is located entirely within the existing State right-of-way, all review, processing and approval of the Project plans was performed by Caltrans and all permitting for the project will be issued under a Caltrans Encroachment Permit. Review of the plans by the City's Engineering Division, approval of the plans by the City Engineer, or issuance of a permit by the City is not required for the Project.

G. The Project is more specifically described in those certain Improvement Plans and Specifications prepared at the request of the City and approved by Caltrans consisting of forty-three (43) sheets of improvement plans entitled "Project Plans for Construction on State Highway in San Joaquin County in Tracy at Valpico Undercrossing", Sheet No. 1 through 43, prepared by Mark Thomas (the "**Work**"). The Plans and Specifications comprising the Work are on file with the City Engineer under Tracking No. ENG21-0037, Caltrans Project ID 1021000044, and incorporated herein by reference.

H. Because the Work described above and in the Plans and Specifications has not been completed, Developer is required to execute this Agreement as authorized by Government Code Section 66462.

I. NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Scope of Work; Location. Developer shall perform, or cause to be performed, the Work to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications. No change shall be made to the Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the scope of Work, as authorized by Tracy Municipal Code section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. Developer (a) has acquired any necessary easements or rights-of-way,

or (b) has entered into a separate Agreement with the City to acquire the necessary easements or rights-of-way, at Developer's expense.

2. Time of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Work shall begin within 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. Effective Date is defined as the date on which the City executes the Agreement. Developer 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 that purportedly caused the delay, and not later than the date on which performance is due.

2.1 Commencement of Work. No later than fifteen (15) days before the beginning of Work, Developer shall provide written notice to the City Engineer of the date on which Developer will begin Work. Developer shall not begin Work until after the notice required by this section is properly provided, and Developer shall not begin Work before the date specified in the written notice.

2.2 Schedule of Work. Concurrently with the written notice of beginning of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3 Completion of Work. Developer shall complete all Work by no later than 365 days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

3. Improvement Security. Concurrently with Developer's execution of this Agreement, and before beginning any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 et seq.) and Tracy Municipal Code section 12.36.080, in the following amounts:

3.1 Faithful Performance security in the amount of **$2,428,400.00** to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) under Government Code sections 66499.1, 66499.4, and 66499.9.

3.2 Labor and Material security in the amount of $ of **$2,428,400.00** to secure payment by Developer to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 Warranty security in the amount of **$242,840.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.

4. Indemnification. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 12, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 13, below.

5. Insurance. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

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

5.2 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

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

5.4 Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

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

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

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

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

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 Notice of Cancellation. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-:VII.

5.9 Insurance Certificate. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 Substitute Certificates. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

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

6. Independent Contractor Status. Developer is an independent contractor and is solely responsible for the acts of its employees, agents, and subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization to Developer.

7. Default.

7.1 Notice. If Developer is in default of this Agreement, as defined in Section 7.2, the City Engineer shall provide written notice to Developer and Developer's surety (if any) describing the default.

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

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

7.2.2 Developer abandons the Project site.

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

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

7.2.5 Developer violates any legal requirement related to the Work.

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

7.3.1 Cure the default and charge Developer for the costs, including administrative costs and interest in an amount equal to 7% per annum from the date of default.

7.3.2 Demand Developer complete performance of the Work.

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

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

8. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City, and Developer shall provide them to the City at the completion of Developer's Work, or upon demand from the City.

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

10. Inspection by the City; Inspection Fees and Fee Credits. In order to permit the City to inspect the Work, Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops where portions of the Work are in preparation.

Concurrently with Developer's execution of this Agreement and before the beginning of any Work, Developer shall pay the City Inspection Fees in the amount of 3.5% of the estimated Project costs (as approved by the City Engineer). If the City requires an independent inspection, Developer shall pay all such costs and provide a report directly to the City.

Developer is not entitled to fee credits for the work authorized by this agreement.

11. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Developer. Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of: (a) the Superintendent; and (b) all contractors and subcontractors performing the Work. Exhibit "**C**" attached hereto includes the initial contact information referenced in this Section 11.

12. Acceptance of Work. Before the City Council's acceptance of the Work, Developer is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Developer's obligation to perform the Work is not satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

13. Warranty Period. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. If during the one year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and

shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

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

To City:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Engineer
notice@cityoftracy.org

To Developer:

Lennar Homes of California, LLC
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
Attn: Bridgit Koller
bridgit.koller@lennar.com

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Engineer
attorney@cityoftracy.org

With a copy to:

AG Essential Housing CA 1, LP
c/o AGWIP Asset Management LLC
8585 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255
Attn: Steven S. Benson, Manager
steve.benson@agwipam.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

15. Approvals by City. Any approval or consent by that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

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

17. 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.

18. Assignment and Delegation. This Agreement and any portion of it may not be assigned or transferred, nor shall any of Developer's duties be delegated, without the City's prior written consent. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

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

20. Permits, Licenses, and Compliance with Law. Developer shall, at Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. Entire Agreement; Severability. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Project Location (Recital A)

B. Conditions of Approval (Recital C)

C. Developer's Authorized Representative (Section 11)

D. Legal Description of Real Property (Section 23)

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

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

23. Recordation. This Agreement shall be recorded in the records of the County of San Joaquin with reference to the real property identified in Exhibit "**D**" attached hereto, and shall be released upon completion of the Work, as determined by the City Engineer. The Parties thereafter shall execute any documents reasonably required by First American Title Company to clear this Agreement from title.

The parties hereby agree to the full performance of the terms set forth herein.

City of Tracy **Developer**

_____
Nancy D. Young, Mayor

Date: _____

Approved by City Council on _____
by Resolution No. _____.

Attest:

_____
Adrianne Richardson, City Clerk

Approved As To Form:

_____
Bijal M. Patel, City Attorney

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

_____
By: Bridgit Koller
Title: Vice President

Date: 6/23/23

Federal Employer Tax ID No. 95-4337490

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Contra Costa }

On June 23, 2023 before me, Erin C. Tate, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Bridgit Koller
Name(s) of Signer(s)

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

ERIN C. TATE
COMM. #2366751
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
MY COMM. EXP. JULY 20, 2025

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

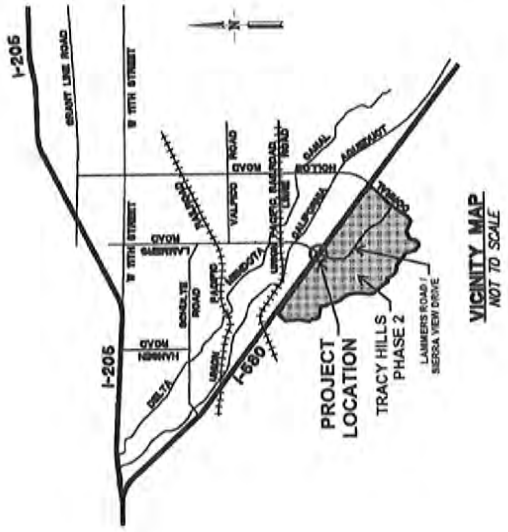
Capacity(ies) Claimed by Signer(s)

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

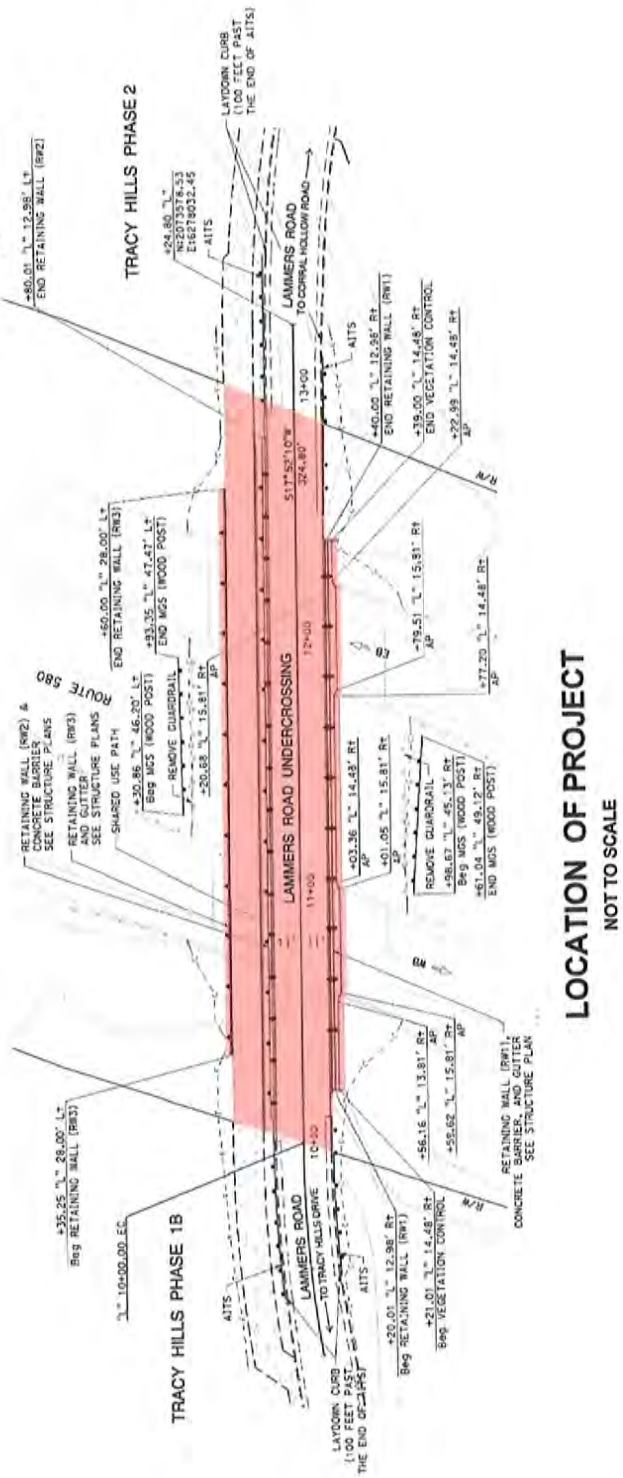
©2019 National Notary Association

EXHIBIT "A"

LOCATION OF PROJECT



VICINITY MAP
NOT TO SCALE



LOCATION OF PROJECT
NOT TO SCALE

EXHIBIT "B"

Conditions of Approval

Conditions of Approval for Tracy Hills Phase 2
Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

Project: These Conditions of Approval shall apply to the Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Application Number TSM20-0003, including approximately 1,470 single-family residential lots and various other parcels.

Property: The property consists of approximately 1,143 acres located in the Tracy Hills Specific Plan Area, south of I-580, west of Corral Hollow Road, Application Number TSM20-0003.

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

A. **Definitions; Abbreviations.**

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

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.

2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)

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

4. "Conditions of Approval" or "Conditions" means these conditions of approval.

5. "Property" means the approximately 1,143 acres located in the Tracy Hills Specific Plan Area that is the subject of the Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Application Number TSM20-0003.

The following abbreviations may be used in these Conditions:

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

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

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

3. Mitigation Measures. The Subdivider shall comply with all applicable mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016, as it may be amended or modified pursuant to CEQA and the CEQA Guidelines.

4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation

Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.

5. Final Maps for Financing Purposes. For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

6. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM20-0003), which was received by the Development Services Department on October 12, 2021, unless modified by these Conditions.

7. Streets, Streetlights and Sidewalks

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to fifteen (15) model homes), Subdivider shall provide for perpetual funding of the on-going costs of operation, maintenance and replacement for the traffic signals, streetlights, and street sweeping on the Property (including all costs required by PG&E), by doing one or more of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District. Subdivider shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the Property, which requires that prior to the issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall complete the annexation of the Property to City of Tracy Community Facilities District in compliance with the requirements of the Mello – Roos Community Facilities Act of 1982 (Gov. Code § 53311 et seq.) including, without limitation, affirmative votes, and the recordation of a Notice of Special Tax Lien. Subdivider shall be responsible for all costs associated with the CFD proceedings.

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going costs of operation, maintenance and replacement for the traffic

signals, streetlights, and street sweeping on the Property (including all costs required by PG&E);

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property prior to the final inspection or occupancy of the first dwelling (except for up to fifteen model homes), setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term operation, maintenance and replacement by the HOA for the traffic signals, streetlights, and street sweeping on the Property;

(3) Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of operation, maintenance and replacement for the traffic signals, streetlights, and street sweeping on the Property. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

c. Direct funding. Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the on-going costs of operation, maintenance and replacement for the streets, streetlights, and sidewalks on the Property (including all costs required by PG&E).

If the provisions for adequate funding of the on-going costs of operation, maintenance and replacement for the traffic signals, streetlights, and street sweeping on the Property (including all costs required PG&E) are met prior to issuance of the first building permit for the Property, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

8. Police/Public Safety & Public Works

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to fifteen (15) model homes), Subdivider shall provide for perpetual funding of the on-going costs of providing Police and

public safety and Public Works services for the Property, by doing one of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District. Subdivider shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the Property, which requires that prior to the issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall complete the annexation of the Property to City of Tracy Community Facilities District in compliance with the requirements of the Mello – Roos Community Facilities Act of 1982 (Gov. Code § 53311 et seq.) including, without limitation, affirmative votes, and the recordation of a Notice of Special Tax Lien. Subdivider shall be responsible for all costs associated with the CFD proceedings.

Or

b. Direct funding. Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the on-going costs of providing Police and public safety and Public Works services for the Property.

If the provisions for adequate funding of the on-going costs of providing Police and public safety and Public Works services for the Property are met prior to issuance of the first building permit for the Property, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

9. Landscaping Maintenance

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to fifteen (15) model homes), Subdivider shall provide for perpetual funding of the on-going costs of maintenance and replacement for public landscaping for the Property (but shall exclude the community park), by doing one or more of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates the following: (1) prior to issuance of a building permit, the Subdivider shall form a Community Facilities District (CFD) for funding the on-going maintenance costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the

Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan; (2) the items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems; masonry walls or other fencing, entryway monuments. or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas; (3) formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien; (4) upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment; (5) prior to issuance of a building permit, the Subdivider shall deposit an amount equal to the first year's taxes; and (6) the Subdivider shall be responsible for all costs associated with formation of the CFD.

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas within the entire tentative subdivision map area;

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property prior to the final inspection or occupancy of the first dwelling (except for up to fifteen model homes), setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the HOA of all public landscape areas within the entire tentative subdivision map area;

(3) For each Final Map, make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area;

(4) Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as

determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

c. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit, the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full on-going maintenance costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. The items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas.

10. Neighborhood Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:

a. Prior to the issuance of the 125th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of the first neighborhood park. If the construction of the first neighborhood park has not commenced by the issuance of 125th building permit, no further building permits shall be issued until the first neighborhood park construction is commenced;

b. Prior to the issuance of the 500th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of the second neighborhood park. If the construction of the second neighborhood park has not commenced by the issuance of 500th building permit, no further building permits shall be issued until the second neighborhood park construction is commenced;

c. Prior to the issuance of the 976th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of the third neighborhood park. If the construction of the third neighborhood park has not commenced by the issuance of 976th building permit, no further building permits shall be issued until the third neighborhood park construction is commenced; and

d. Prior to the issuance of the 1,226th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of the fourth neighborhood park. If the construction of the fourth neighborhood park has not commenced by the issuance of 1,226th building permit, no further building permits shall be issued until the fourth neighborhood park construction is commenced.

C. Engineering Division Conditions of Approval

1. General Conditions

C.1.1 Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:

a) *Tracy Hills Specific Plan* approved by City Council by Resolution No. 2016-063, dated April 5, 2016, and any amendments thereto.

b) *Amendment to the Tracy Hills Specific Plan for Phase 2*, approved by the City Council by Resolution No. 2021-____ on _____, 2021, including the Transportation Consistency Analysis prepared for the Amendment by Kimley-Horn and Associates, dated September 23, 2021, and any updates or amendments thereto ("Specific Plan Amendment" or "SPA").

c) *Tracy Hills Specific Plan Final Subsequent Environmental Impact Report*, dated January 2016, certified by City Council by Resolution No. 2016-062 on April 5, 2016, and the Addendum to the Tracy Hills Specific Plan EIR, prepared by Kimley-Horn and Associates, dated September 2021, including all mitigation measures incorporated therein (hereinafter referred to together as "EIR").

d) *Tracy Hills Phase 2 Traffic Study*, prepared by Kimley-Horn and Associates, dated September 30, 2021, and any updates or amendments thereto ("Traffic Study").

e) *City of Tracy Citywide Roadway and Transportation Master Plan*, prepared by RBF Consulting, dated November 2012 ("TMP")

f) *Tracy Hills Phase 2 VTM Drainage Analysis* prepared by Ruggeri-Jensen-Azar, dated December 17, 2020, and the review of said analysis contained in the Technical Memorandum prepared by Wood Rodgers, dated April 26, 2021 (draft), and any updates or amendments to either document ("Storm Drainage Study").

g) *Tracy Hills Storm Drainage Master Plan* prepared by Ruggeri-Jensen-Azar, dated November 2013 ("Storm Drainage Master Plan"), as reviewed by Storm Water Consulting, Inc and Stantec Consulting Services, Inc.

h) *Tracy Hills Phase 2 Sanitary Sewer Study Technical Memorandum* prepared by Black Water Consulting Engineers, dated October 1, 2021, and any updates or amendments thereto ("Sanitary Sewer Study").

i) *Peer Review and Hydraulic Evaluation for Tracy Hills Phase 2, 3, and 4* prepared by West Yost, dated July 13, 2021, and any updates or amendments thereto ("Water Study").

j) *Pipeline Safety Hazard Assessment, Tracy Hills Specific Plan* prepared by Place Works, dated September 2014.

k) *Any Finance Implementation Plan* ("*FIP*"), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills Phase 2 Vesting Tentative Subdivision Map, Application No. TSM20-0003.

l) Development Agreement, executed between the City of Tracy and the developers of the Tracy Hills Project, approved by the City Council on April 5, 2016, by Ordinance No. 1213, and the First Amendment to the Development Agreement, approved by the City Council on November 10, 2020, by Ordinance No. 1300 ("Development Agreement").

m) Settlement Agreement, executed between the City of Tracy and the developers of the Tracy Hills Project, having an effective date of December 17, 2019 ("Settlement Agreement").

n) *Agreement to Defer Payment of Development Impact Fees on New Residential Development*, executed between the City of

Tracy and the developers of the Tracy Hills Project, dated November 15, 2016 ("Fee Deferral Agreement").

C.1.2 Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed and completed under a City-approved improvement agreement may be considered satisfied at the discretion of the City Engineer.

For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

C.1.3 Revisions to the Vesting Tentative Subdivision Map ("VTSM"): The Subdivider shall incorporate revisions to comply with the recommendations and comments in the Traffic Study prior to signature by the City Engineer on the VTSM.

C.2 Improvement Plans

C.2.1 General

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

C.2.1 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.2.2 Site Grading

C.2.2.1 Grading and Drainage Plans

Submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geotechnical /Soils Engineering report. The

report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

C.2.2.2 When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

C.2.2.3 If an engineered slope is used to retain soil subject to approval by the City Engineer, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

C.2.2.4 Erosion Control

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

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

C.2.3 Grading Permit

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

C.2.4 Storm Drainage

C.2.4.1 Site grading shall be designed such that the Project's storm drainage overland release point will be directed to a storm drainage easement or to public streets with a functional storm drainage system and that the storm drainage system within the public streets has adequate capacity to drain storm water from the Property.

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

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

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

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

C.2.4.6 Since the Project will construct terminal retention basins, it has been determined that the Project will be

exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project may not be exempted from those new requirements.

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

C.2.4.7 All storm water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.

C.2.4.8 Storm drainage retention basins shall be contained within a parcel suitable for dedication to the City of Tracy. The basins shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the basins for maintenance purposes as approved by the City Engineer. All storm drainage inlets into the basins shall have inlet structures with design acceptable to the City Engineer.

C.2.4.9 Fixed vertical sediment depth markers shall be installed near discharge points into the Retention Basin to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

C.2.4.10 Prior to or concurrently with the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all storm drainage facilities. All requirements relating to the access and maintenance by the Utilities Department and Public Works

Department shall be incorporated into the improvement plans.

C.2.5 Sanitary Sewer

C.2.5.1 All sanitary sewer lines and associated improvements shall be designed and installed in accordance with the Sanitary Sewer Study and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval of plans for all on-site and off-site sewer improvements required to serve the Project.

C.2.5.2 As indicated in the Sewer Study, based on the projected sewer demand from approved projects within the Coral Hollow sewer contributory area, the Phase 2 of the Choke Points Improvements for Corral Hollow Road Sewer as identified in the Wastewater Master Plan (" Phase 2 Choke Points Improvements") will be required to serve the Project. The City has commenced the design of Phase 2 Choke Point Improvements. In the event the City does not have adequate funding for Phase 2 Choke Points Improvements the Subdivider will contribute funding as determined by the City Engineer to cover shortfall in funding, so the City can proceed with the construction of the improvement. Building permits will only be issued up to available capacity in the Corral Hollow Sewer system as determined by the City Engineer. Subdivider will be eligible for fee credits and/or reimbursements in accordance with Tracy Municipal Code.

C.2.5.3 Based on the analysis of the capacity of Wastewater Treatment Plant (WWTP) and the projected growth over the next five years, it is estimated that Phase 2C of the WWTP improvements as identified in the Wastewater Master Plan will be required to be constructed and operational in 2023. City has identified a funding shortfall of approximately $33.5 Million for the WWTP Phase 2 improvements. In order for the City to undertake design and construction of the WWTP Phase 2C improvements to provide adequate treatment capacity of the Project, City has identified the need to collect upfront fees from developments within the City.

On or prior to December 31, 2022, the Developer shall pay the City half the amount of the wastewater treatment development impact fees (estimated at approximately $6 Million) for lots within the boundary of Tracy Hills Phase 2 Tentative Map and shall provide a Letter of Credit (or other guarantee) to the satisfaction of the City Engineer for the other half of the wastewater treatment development impact fees. On or prior to December 31, 2023, the Developer shall pay to the City the remaining half the amount of the wastewater treatment development impact fees. After the second payment, the City Engineer may release the Letter of Credit (or other guarantee). For building permits issued prior to December 31, 2022, the Developer shall pay wastewater development impact fees per lot consistent with its agreement with the City and Title 13 of the Tracy Municipal Code. The City Engineer will determine the amount due on December 22, 2022 based on the available wastewater development impact fees collected and the funding shortfall for WWTP Phase 2C improvements. The Developer shall be required to pay wastewater development impact fee up to the amounts as outlined above (for all lots for which building permits have not been issued on December 31, 2022). Building permits will only be issued up to available capacity in the WWTP, as determined by the City Engineer.

In the event City collects adequate funding from other development projects within the City by December 31, 2022, Developer will not be required to pay the upfront fees as outlined above.

C.2.5.4 The Subdivider shall extend the sanitary sewer facilities within Lammers Road that are intended to serve future phases of the Tracy Hills Project northerly under I-580 and continuing north of I-580 within the Lammers Road right-of-way to connect to the sanitary sewer main stub to be installed with the Tracy Hills Drive improvements for Tracy Hills Phase 1B. Subdivider shall obtain an encroachment permit from Caltrans for the sewer improvements to be installed within the Caltrans right-of-way.

C.2.5.5 No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model

Homes, until all improvements required per the Sanitary Sewer Study and City Regulations are completed and functional, as determined by the City Engineer.

C.2.5.6 Subdivider shall pay impact fees at the time of issuance of building permit or in accordance with the Fee Deferral Agreement.

C.2.5.7 Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.6 Water Distribution System

C.2.6.1 All potable and recycled water lines and associated improvements shall be designed and installed in accordance with the Water Study and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval of plans for all potable and recycled water lines and associated improvements.

C.2.6.2 During the construction phases (vertical construction) of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.

C.2.6.3 Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Marshall and the City Engineer, and obtain a letter from the Fire Marshall that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.

C.2.6.4 The Subdivider shall complete design and construction of one Zone 5/6 at-grade water storage tank with a holding capacity of at least 2.57 MG and water transition mains as necessary to serve the Project and in accordance the Water Study and City Regulations.

These improvements are required to be complete and operational before the final inspection of the first residential building within the Project, unless an earlier time of completion is required to comply with Condition C.2.6.2. above.

All costs related to the design and construction of the water tanks and associated improvement are the responsibility of the Subdivider. Before approval of first Final Map within the Project, the Subdivider shall execute a Deferred Improvement Agreement (DIA) to address timing, scope of work and funding responsibilities. Subdivider may request formation of Benefit District for the water tanks and associated improvements per Condition C.10.4.

C.2.6.5 Subdivider shall install 12-inch and 16-inch recycled water mains in Lammers Road as required to serve the Project and as shown on Figures 9-2 and G-D1 in the draft (2020) Water System Master Plan Update. An approximately 1,150-foot segment of 16-inch recycled water main in Lammers Road under I-580 between the portions of Lammers Road north and south of the freeway will not be constructed with the interim two-lane Lammers Road undercrossing. Timing of the future installation of the above approximately 1,150-foot segment 16-inch recycled water main is to be determined by the City Engineer.

Initially, the recycled water main will be connected to a potable water supply (with a stub in place to future recycled water) as approved by the City until the program backbone recycled water facilities are in place. Once the recycled water system network is online the recycled water distribution main in Lammers Road will be disconnected from the potable water system and connected to the recycled water system.

C.2.6.6 Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to landscaping on all parcels to be owned by HOA and within HOA easements.

C.2.6.7 Where pressures at individual water services will be 80 psi or more, the Subdivider shall provide pressure reducing valves at the location approved by the City

Engineer. The design operation of the individual pressure reducing valves for services shall be subject to approval by the Building Official.

C.2.6.8 Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshall. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the Fire Marshall for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.7 Roadway Improvements

C.2.7.1 Subdivider is required to design and construct all applicable on-site, frontage and off-site roadway improvements to serve the Project as identified in the Traffic Study, EIR and these Conditions of Approval. All improvements shall comply with City Regulations, and Tracy Hills Design Standards and Specific Plan Amendments. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, fire hydrants, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of roadway improvements shall comply with these Conditions of Approval and as outlined in the Mitigation Measures listed in the EIR.

In the case of a discrepancy between the information shown on the Vesting Tentative Subdivision Map ("VTSM") and/or Specific Plan Amendment and the right-of-way and street improvement requirements in the Traffic Study, the Traffic Study shall govern unless determined otherwise by the City Engineer.

C.2.7.2 Lammers Road and Other In-tract Streets – Right-of-Way

The Subdivider shall dedicate all rights-of-way that are necessary to construct Lammers Road, between Tracy Hills Drive and Corral Hollow Road, and all the in-tract streets, based on their respective cross sections

shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase. The width of travel lanes, turn lanes, street median, landscaping strips and sidewalks shall be in accordance with the VTSM and the Traffic Study.

C.2.7.3 Lammers Road and Other In-tract Streets – Improvements

Design and construction details for Lammers Road, between Tracy Hills Drive and Corral Hollow Road, and the in-tract streets such as asphalt concrete pavement, curb, gutter, median curb, sidewalks, street lights, fire hydrants, landscaping with automatic irrigation system, storm drains, catch basin and drop inlets, sanitary sewer mains and laterals, water mains, individual water services and meters, pavement marking and striping, traffic signs, driveways, curb ramps and all other street improvements shall comply with VTSM, Traffic Study and City Regulations, and shall be shown on the Improvement Plans. Interim improvements under I-580 include 5' wide sidewalk on east side only.

Improvements along Lammers Road and certain in-tract streets shall also include Class I bikeways or Class II bike lanes in accordance with the VTSM and Traffic Study. Interim improvements under I-580 do not include Class 1 bikeway or Class II bike lanes.

Lammers Road and Street B improvements adjacent to the school site on Lot H shall be constructed in accordance with the VTSM and Traffic Study and are subject to the review and approval of the Jefferson School District.

C.2.7.4 Corral Hollow Road - Right of Way

Per the TMP and SPA, Corral Hollow Road will be a 4-lane major arterial roadway with 11' wide raised median, sidewalk/Class I bikeway on west side and landscaping between I-580 and Lammers Road and 2-lane arterial with sidewalk/Class I bikeway on west side and landscaping south of Lammers Road to the Project boundary. The Subdivider shall dedicate all rights-of-way along the Project frontage necessary for the widening of Corral Hollow Road per TMP and including any additional right-of-way required for the construction

of roundabout improvements, turn lanes and transitions at the intersection of Corral Hollow Road and Lammers Road in accordance with the VTSM and Traffic Study.

The width of travel lanes, turn lanes, street median, landscaping strips and sidewalks shall be in accordance with the VTSM and the Traffic Study.

The Subdivider may be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the TMP requirements. Temporary or interim improvements are not eligible for fee credits or reimbursements.

C.2.7.5 Corral Hollow Road - Improvements

Design and construction details for Corral Hollow Road such as asphalt concrete pavement, curb, gutter, median curb, sidewalks, street lights, fire hydrants, landscaping with automatic irrigation system, storm drains, catch basin and drop inlets, pavement marking and striping, traffic signs, curb ramps and all other street improvements shall comply with VTSM, SPA, Traffic Study and City Regulations, and shall be shown on the Improvement Plans.

Improvements along Corral Hollow Road shall also include Class I bikeway in accordance with the VTSM and Traffic Study.

C.2.7.6 Subdivider shall prepare improvement plans for Lammers Road and Corral Hollow Road improvements and obtain approval by the City Engineer. The timing and scope of the improvements to be shown on the improvement plans for Lammers Road and Corral Hollow Road shall be as determined by the City Engineer.

In order to guarantee completion of the Lammers Road and Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized SIA or OIA with the necessary improvement security at

the time of approval of the Final Map that triggers the need for improvements as determined by the City Engineer.

C.2.7.7 For any Corral Hollow Road Improvements considered frontage improvements (such as Subdivider's Frontage Obligation per the TMP and landscape improvements behind the curb) and improvements within Caltrans right-of-way at I- 580/Corral Hollow Road interchange that are not constructed or security posted with OIA at the time of approval of the first Final Map, the Subdivider shall enter into a DIA with the City.

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

C.2.7.8 Roadway Improvement Obligations per Traffic Study

The following roadway, intersection and interchange improvements are to be constructed by the Project:

a. I-580 & CORRAL HOLLOW ROAD RAMP TERMINALS.

Subdivider shall construct the I-580/Corral Hollow Road interchange improvements in accordance with the TMP, EIR and Traffic Study. Per the Traffic Study, interchange improvements are required to be completed prior to occupancy of the first residential unit within the Project because the interchange is already operating at a deficient level of service. Subdivider shall, in collaboration with the City Engineer and Caltrans, commence with the engineering design for the interchange improvements and initiate the Caltrans review, approval and permitting process no later than ninety (90) calendar days following approval of the Vesting Tentative Subdivision Map ("VSTM") for the Project.

If the Subdivider is unable to complete construction of the interchange prior to

occupancy of the first residential unit, primarily as a consequence of the Caltrans approval and permitting process, City may issue occupancy permits including and beyond the first residential unit provided that the Subdivider has, to the reasonable satisfaction of the City Engineer, diligently pursued its efforts to obtain the required Caltrans permits and complete construction of the interchange improvements and has collaborated closely with City staff in this effort.

Funding of these improvements are the primary responsibility of the developer per the Tracy Municipal Code, the EIR, and the City's TMP. However, some funding may be provided in accordance with the Settlement Agreement and Development Agreement. Funding sources may also include other regional transportation funds and/or grants that may become available, subject to eligibility and approval by the City and other approving agencies. Developer will be eligible for fee credits in accordance with Tracy Municipal Code provisions and Development Agreement.

b. LAMMERS ROAD - BETWEEN TRACY HILLS DRIVE AND CORRAL HOLLOW ROAD.

Subdivider shall construct Lammers Road between Tracy Hills Drive and Corral Hollow Road in accordance with the TMP, Traffic Study and per Conditions C.2.7.2 and C.2.7.3.

c. CORRAL HOLLOW ROAD/LAMMERS ROAD INTERSECTION.

Concurrent with the construction of Lammers Road between Tracy Hills Drive and Corral Hollow Road as described above and in Condition C.2.7.3, the Subdivider shall construct the Corral Hollow Road and Lammers Road intersection improvements, consisting of a two-lane roundabout and all associated improvements.

d. CORRAL HOLLOW ROAD WIDENING - FROM LINNE ROAD INTERSECTION TO THE AQUEDUCT.

Subdivider shall widen Corral Hollow Road to provide two lanes in each direction, including pedestrian and bicycle facilities, from the southern terminus of bridge crossing the California Aqueduct to the Linne Road intersection, including canal crossings, in accordance with the adopted Corral Hollow Road Precise Plan, the TMP, and the Traffic Study.

Construction of the above Corral Hollow Road Widening improvements shall commence upon or prior to the final inspection of the two thousand six hundredth (2,600th) dwelling unit within the project boundary (as defined in the Development Agreement).

e. CORRAL HOLLOW ROAD - I-580 TO LAMMERS ROAD.

Subdivider shall widen Corral Hollow Road to provide two lanes in each direction, including pedestrian and bicycle facilities, between I-580 and Lammers Road in accordance with the TMP, SPA, Traffic Study and Conditions C.2.7.4 and C.2.7.5.

C.2.7.9 The Subdivider shall construct an all-whether, emergency vehicle access across Lot CC as shown on the VTSM and in accordance with South San Joaquin County Fire Authority requirements.

C.2.7.10 <u>Bus shelters on Lammers Road</u>

The bus shelters (and turnouts if deemed necessary by the City) shall be constructed as part of the Lammers Road Improvements. Up to three bus shelters shall be placed on each side of Lammers Road between Corral Hollow Road and I-580 at the locations to be determined by the City Engineer. Timing of construction of bus shelters will be determined in the future based on the extension of TRACER's Fixed Route to serve the Project. In order to assure

completion of construction of the bus shelters, the Subdivider may either enter into a DIA with security, or pay to the City the estimated cost for up to six bus shelters at the time of approval of the first Final Map within the Project.

C.2.7.11 Traffic Control Plan

Before starting any work within the project, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas and within existing streets accessing the work areas. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.2.7.12 Encroachment Permit

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

C.2.7.13 Dead-End Streets

A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds/ hammerheads meeting the requirements of Fire Marshall shall be provided at the dead-end streets.

C.2.7.14 All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.15 Subdivider must provide and verify sight distances, where applicable, with regard to intersections, reverse lots and fence placements as required by the City Engineer.

C.2.8 EIR Mitigation Measures

The EIR identifies Project impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in the Mitigation, Monitoring and Reporting Matrix contained in the EIR as referenced under Item C.1.1.c above. Subdivider shall comply with all applicable mitigation measures as outlined in the EIR.

C.2.9 Neighborhood and Community Parks

C.2.9.1 The Subdivider shall offer for dedication Parcels "G", "M", "P" and "Q" for neighborhood park purposes and Parcel "N" for community park purposes on the Final Map that corresponds to the timing of completion of respective parks as identified in the Planning Department's Conditions of Approval.

The Subdivider shall design and construct the park improvements consistent with the Tracy Hills Specific Plan, Specific Plan Amendment, Development Agreement and City Regulations. The Subdivider shall be eligible for park fee credits in accordance with the Title 13 of the TMC and the Park Improvement and Reimbursement Agreement ("PI&RA") and Development Agreement.

C.2.9.2 The Subdivider shall submit park improvement plans, signed and notarized PI&RA, and Improvement Security in the amount and type specified in the City Regulations at the time of approval of the Final Map that corresponds to the timing of completion of the park improvements specified in Planning Division's Conditions of Approval or at such time as may be specified in the Deferred Improvement Agreement.

C.2.10 Public Utility Easements

C.2.10.1 Undergrounding of Overhead Utilities. Any existing overhead lines and poles within the Project boundaries shall be removed or undergrounded.

C.2.10.2 All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

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

C.2.10.3 Public Utility Easements on side yard lots shall be adjusted in final neighborhood designs based on actual joint trench design requirements.

C.2.11 Crimson (formerly Shell) Crude Oil Pipeline Easement and Facilities

C.2.11.1 A minimum of 72-hours prior to the beginning of grading operations that may impact the existing Crimson underground facilities within the Project, the Subdivider shall notify the appropriate person at Crimson of the impending work. Grading and improvements affecting Crimson facilities shall comply with applicable Crimson pipeline encroachment permit and construction specifications.

C.2.11.2 The Subdivider shall notify in writing the future buyers of lots about the existing Crimson crude oil pipeline and any requirements or restrictions relating to the existence of the pipeline as required by Crimson, State or Federal regulations .The Disclosure Statement(s) shall be made part of the Sale Deeds and recorded in compliance with the applicable law.

C.3 Final Map

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

C.3.1 Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.3.2 Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.

C.3.3 Each Final Map includes and shows offer(s) of dedication of all right(s)- of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).

C.3.4 Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearings" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

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

C.3.6 Subdivision Improvement Agreement.

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

C.3.7 Final Map Phasing Plan

Prior to Subdivider's submittal to the City of the first Final Map for City approval, Subdivider shall submit for the City Engineer's review and reasonable approval a phasing plan for the submittal of all Final Maps to be filed for this Vesting Tentative Subdivision Map. The phasing plan may be subject to subsequent modifications based on

market conditions, the rate of development, and Subdivider's disposition of the parcels created by the Final Maps.

C.3.8 Deferred Improvement Agreement

Prior to the City's approval of the first Final Map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.3.9 Off-Site Improvement Agreement

Prior to the City's approval of the first Final Map within the Project, or as otherwise provided for in a Deferred Improvement Agreement, the Subdivider shall execute an Off-Site Improvement Agreement, in substantial conformance with the City's standard form agreement, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the OIA and Section 12.36.080 of the TMC.

C.3.10 Improvement Security.

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

C.3.10.1 Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.3.10.2 Labor & Material (100% of the estimated cost of constructing the public facilities), and

C.3.10.3 Warranty (10% of the estimated cost of constructing the public facilities)

C.3.10.4 Monumentation ($750 multiplied by the total number of street centerline monuments that are shown on the Final Map)

C.3.11 Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.

C.3.12 Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.

C.3.13 Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.

C.3.14 Subdivider has submitted signed and stamped Improvement Plans as required in Condition C.2 above.

C.4 Grading and Encroachment Permits

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

C.4.1 Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

C.4.2 Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.3 Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state- issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.

C.4.4 Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be

paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.

C.4.5 Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.

C.4.6 A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).

C.4.7 Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system shall be provided with the submittal of the Improvement Plans. Partial submittal of Hydrologic and Storm Drainage Calculations may be required for Grading Plan review at the discretion of the City Engineer.

C.4.8 Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.4.9 Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.

C.4.10 Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.4.11 Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed

and stamped by a Structural Engineer licensed in the State of California shall be submitted to the Building Safety Division at the time of building permit application for said structures.

C.4.12 Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the current fee rate adopted by the City Council.

C.4.13 Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.14 As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.

C.4.15 As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Crimson to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.4.16 Grading Permit Security to guarantee completion of the grading improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Grading Permit Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC).

C.5 Building Permit

The City will not approve any building permit within the Project boundaries, (except for up to ten model homes and except for a plumbing permit issued for the purpose of perfecting a RGA) until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions of Approval and payment of fees in accordance with the Fee Deferral Agreement including but not limited to the following:

C.5.1 Payment of the applicable current City-Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety,

Public Facilities, and Park Development Impact Fees as these relate to the Project and as required by these Conditions of Approval.

C.5.2 Payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation, Monitoring and Reporting Program of the EIR, these Conditions of Approval, and the Settlement Agreement.

C.5.3 Payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.

C.5.4 Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

C.6 Final Building Inspection

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

C.6.1 The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested, or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7 Temporary or Final Building Certificate of Occupancy

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

C.7.1. The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.

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

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

C.8 Acceptance of Public Improvements

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

C.8.1 All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.

C.8.2 Subdivider has completed the 90-day public landscaping maintenance period.

C.8.3 Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

C.8.4 Where applicable, signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9 Release of Improvement Security

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

C.10 Special Conditions

C.10.1 All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.

C.10.2 When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with

reinforcing fabric at least 25-feet from all sides and for the entire length of the utility trench. A 2-inch deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

C.10.3 All improvement plans shall contain a note stating that the Subdivider (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Subdivider's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.10.4 Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

C.10.5 The CFD or HOA shall include future costs of maintenance including PG&E charges for all new streetlights to be installed by the Project.

C.10.6 Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

EXHIBIT "C"

Authorized Representative Contact Information

Initial Contact Information for Developer's Authorized Representative:

Bridgit Koller
Lennar Homes of California, LLC
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
(925) 242-0811
bridgit.koller@lennar.com

EXHIBIT "D"

Legal Description of Real Property

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

PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED NOVEMBER 23, 2020, IN BOOK 26 OF PARCEL MAPS, AT PAGE 179, IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS, MINERAL AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BELOW THE SURFACE, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED RECORDED JULY 20, 1992 AS DOCUMENT NO. 92083244 SAN JOAQUIN COUNTY RECORDS.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-____

APPROVING AN OFFSITE IMPROVEMENT AGREEMENT BETWEEN THE CITY AND LENNAR HOMES OF CALIFORNIA, LLC FOR THE LAMMERS ROAD UNDERCROSSING IMPROVEMENTS AT INTERSTATE 580 THAT ARE REQUIRED AS PART OF THE CONDITIONS OF APPROVAL FOR TRACY HILLS PHASE 1B VESTING TENTATIVE SUBDIVISION MAP

WHEREAS, on October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154; and

WHEREAS, the Lammers Road Undercrossing Improvements at Interstate 580 are part of the public improvements for the Lammers Road Extension, extending from Tracy Hills Drive in Tracy Hills Phase 1B to Corral Hollow Road in Tracy Hills Phase 2, that are required to be constructed by the Developer under the Conditions of Approval for the Vesting Tentative Subdivision Map for Tracy Hills Phase 2; and

WHEREAS, the Lammers Road Undercrossing Improvements will be located entirely within the existing State of California right-of-way for the Interstate 580 freeway and no additional right-of-way dedication to the State or the City of Tracy is required for the construction of the improvements; and

WHEREAS, since the Improvements are located entirely within the existing State right-of-way, all review, processing, and approval of the improvement plans was performed by the California Department of Transportation (Caltrans), and all permitting for the improvements will be issued under a Caltrans Encroachment Permit; and

WHEREAS, improvement plans and specifications for the Lammers Road Undercrossing Improvements at Interstate 580, which describe in more detail the improvements required by the Conditions of Approval, were prepared at the request of the City and have been approved by Caltrans; and

WHEREAS, the Developer has executed that certain City of Tracy Off-Site Improvement Agreement for Lammers Road Undercrossing Improvements at Interstate 580, ENG21-0037 (OIA), attached hereto as Exhibit 1, and has submitted the required improvement security to guarantee completion of the required improvements; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the OIA between the City and Lennar Homes of California, LLC, as attached hereto as Exhibit 1 (Attachment C to the staff report), authorizes the Mayor to execute said OIA, and authorizes the City Clerk to record the executed OIA with the Office of the San Joaquin County Recorder.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th day of July 2023 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 3.A

RECOMMENDATION

Adopt a Resolution Accepting the Irrevocable Offer of Dedication of Fee Interest for 16 Acres of Community Park Land for an Aquatic Park (Aquatic Center), generally located at the Intersection of Corral Hollow Road and Summit Drive (Property), from Ellis Village, LLC to the City of Tracy, a Municipal Corporation (City), and directing the City Manager to take Requisite Actions to Effectuate the Acceptance of the Property.

EXECUTIVE SUMMARY

This item was first presented to City Council on June 20, 2023, in which the community and Council discussed the item. However, Council was split on the decision and the motion was not passed. On June 27, 2023, Councilmember Bedolla, with a second from Councilmember Evans, asked staff to return on July 5, 2023, to discuss the item again. Through this item, staff recommends the City Council accept the irrevocable offer of dedication for 16 acres of land (**IOD**) made by Ellis Village, LLC to the City of Tracy (**City**) for the purpose of building an Aquatic Center. The IOD was recorded on January 28, 2021, by the San Joaquin County Recorder's Office, pursuant to Section 7050 of the California Government Code. In accordance with this State law, the City may assume legal title to the dedicated acres only upon formal acceptance of the IOD by the City Council. By the terms of the IOD, the City has no deadline by which it must accept the land dedication. However, acceptance of the land is an important first step in the City's delivery process for the long-desired Capital Improvement Project (CIP 78054) (Aquatic Center). Not accepting this land will delay this capital project, as land needs to be secured in order to move the project forward. In the event the land is not accepted, staff will return to Council with other land options for an Aquatic Center.

BACKGROUND AND LEGISLATIVE HISTORY

Ellis Village, LLC is a controlled entity of Surland Communities, LLC (**Surland**). The City and Surland have been parties to a longstanding development agreement, dating as far back as 2009, with respect to Surland's development of real property located within the Ellis Specific Plan. The original development agreement was invalidated during a court proceeding, and in 2013, the City Council adopted an ordinance approving an Amended and Restated Development Agreement with Surland Communities, LLC (**2013 Development Agreement**).

Among other things, the 2013 Development Agreement required Surland to dedicate 16 acres of land within the Ellis Specific Plan (**Land**) to the City for the future home of a public aquatics park (**Aquatic Center**) through the grant to the City of the IOD by a certain date. In addition to the IOD, the 2013 Development Agreement required Surland to pay the City $10 Million towards the development, construction, operation, and maintenance of the facility. Of the $10 Million owed, Surland made an initial payment of $2 Million to the City on September 5, 2014. On August 15, 2017, City Council confirmed, by minute motion, that the site for the Aquatic Facility shall be the Land. Of note, the City reserved the right, in the 2013 Development Agreement, to locate the Aquatic Center elsewhere in the City.

Through various tolling agreements, the parties negotiated a different location for the land dedication from the originally agreed upon location and also extended the dates by which Surland had to grant the IOD and pay the remaining $8 Million owed. The last extended dates are reflected in that certain Fourth Agreement To Toll And Extend The Dedication Acceptance Period And The 60-Day Cure Period For The Second Swim Center Payment Under The Amended And Restated Development Agreement By And Between The City Of Tracy And Surland Communities, LLC, dated April 3, 2018 (**Fourth Tolling Agreement**).

In addition to the tolling agreements, the parties also amended the 2013 Development Agreement twice. The most recent amendment occurred in 2018, pursuant to that certain Second Amendment to the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, effectuated by the adoption of Ordinance 1253 by the City Council (**2018 Second Amendment to Development Agreement**). The 2018 Second Amendment to Development Agreement provided a process by which Surland could ask the City Council to exercise its legislative discretion to approve a further amendment to the 2013 Development Agreement to add additional property, which properties could be eligible for residential growth allotments under the 2013 Development Agreement. In addition, the 2018 Second Amendment to the Development Agreement revised the City's and Surland's respective responsibilities, rights, and obligations regarding the development of the Aquatic Center. A key revision the 2018 Second Amendment made was to allow Surland to assume, from the City, responsibility for the design and construction management of the Aquatic Center. This request to shift responsibilities for the Aquatic Facility was made by Surland, and the City was required to reimburse Surland for such services, from the initial $2 Million that had been paid to the City by Surland.

Mary Mitracos filed a lawsuit against the City and Surland challenging the legality of the 2018 Second Amendment to Development Agreement and the ordinance effectuating its approval by the City Council. In 2020, the San Joaquin County Superior Court entered Judgment in Ms. Mitracos' favor and issued a Peremptory Writ of Mandate (**Writ**) ordering the City (i) to rescind and set aside Ordinance 1253 and the 2018 Second Amendment to Development Agreement, (ii) not to take any action to implement the Second Amendment, and (iii) to rescind any actions that were taken to implement Ordinance 1253 and the Second Amendment. The City and Surland appealed. In May 2022, the Court of Appeal denied the appeal and affirmed the Superior Court, and in July 2022, remitted the case back to the Superior Court. In recent months, the City Council has taken various actions to implement the Writ and Judgment, as required by the court.

ANALYSIS

The City continues to analyze and unwind actions taken under the 2018 Second Amendment, as required by the Court. As part of this process, an important action the City Council has taken, at its September 20, 2022, meeting, is rescinding the conceptual plans for the Aquatic Facility (Resolution 2022-134). As noted above, Surland created and paid for these plans directly, based on the terms of the 2018 Second Amendment, as prior to that amendment, the City had the responsibility of designing the facility.

While the conceptual plans created by Surland have been rescinded, the ideas and guiding principles behind these plans were the result of extensive public input going all the way back to 2005. On July 19, 2005, the Council-appointed Tracy Tomorrow and Beyond Committee was charged with gathering information from the community to review and recommend the important components for an aquatics center on July 19, 2005. Tracy Tomorrow and Beyond enlisted a

task force approach and hosted three meetings – the final was on September 28, 2005. A final report was approved on October 12, 2005, and their recommendations for an aquatics center were presented to the City Council on October 18, 2005. The minutes from that meeting reflect that the Council was in favor of public and private partnerships, as long as the City was the lead and that partnering did not dictate the site. On April 17, 2007, there was Council consensus that the Tracy Tomorrow and Beyond Committee's mission had been accomplished, and the committee was disbanded by Resolution 2007-081.

Fast forward to 2016, when an extensive public outreach campaign was conducted, subsequent to which, community consensus was reached on the elements that were incorporated into the now rescinded conceptual plans designed by Surland. This community input also served as the basis for the City Council's previously adopted program priorities for the Aquatic Center. Those program priorities will serve as the basis of design as the City moves the project forward unless otherwise directed by the City Council.

This item is, specifically, for the City to accept the 16 acres of land dedication for purposes of building an aquatic center. The IOD was recorded on January 28, 2021, by the San Joaquin County Recorder's Office, pursuant to Section 7050 of the California Government Code. In accordance with this State law, the City may assume legal title to the dedicated acres only upon formal acceptance of the IOD by the City Council. By the terms of the IOD, the City has no deadline by which it must accept the land dedication. However, acceptance of the land is an important first step in the City's delivery process for the Aquatic Center, as it provides certainty to the location of this facility.

Importantly, Surland has alleged that the City committed fraud in the recordation of the IOD and may challenge the City's acceptance of the land if this action is approved by the City Council. Surland has also asserted that its obligations to deliver the IOD to the City rest solely within the 2018 Second Amendment to the Development Agreement, and as such, the IOD must be rescinded by the City Council as a part of the Court-mandated unwinding process. Staff and the City Attorney, including Burke, Williams, & Sorensen, LLP, who has been engaged to represent the City in this litigation matter, have evaluated Surland's documentation related to the allegations and disagree with Surland.

Another area of dispute between the parties relates to the $10 Million owed by Surland under the 2013 Development Agreement. As noted above, Surland paid the City $2 Million of the total $10 Million due under the agreement. However, pursuant to the 2018 Second Amendment, the City has reimbursed Surland $1,318,287 from the original $2 Million payment. With the recission of the 2018 Second Amendment, the City believes that Surland owes the City, pursuant to the terms of the 2013 Development Agreement, the Fourth Tolling Agreement, and other related documents, $9,318,287. On March 27, 2023, the City sent Surland a written notice of its failure to perform its obligations under the 2013 Development Agreement and other actions needed to comply with the Writ. Surland, thus far, has failed to cure these defaults.

Staff Recommendation

It is staff's recommendation that City Council accept the 16 acres immediately so that the Aquatic Center can move forward as quick as possible. In addition, staff is in the process of encumbering a project management firm to move this project forward expeditiously and will return to City Council for further action on this procurement, depending on the action taken tonight. The site has also gone through the initial environmental work, which can take several months to complete and has most of the offsite infrastructure needed to support it. Staff has

also received tremendous amount of public input on the site and the size of the site provides for flexibility in the design of the facility. This site is a good fit, operationally, as it is located in south Tracy and can complement the demand for aquatics programming at Joe Wilson Pool in the north part of Tracy. It is also located off of a major arterial that can accommodate all types of transportation, including auto, bus, bike, and pedestrian access.

Next Steps if Council does NOT accept the 16 acres

In the event Council does not accept the 16 acres this evening, staff will return to the City Council with options for other sites (i.e., Legacy Fields or other City-owned property) for this City CIP. As this project has been delayed for many years, the public need for another aquatics facility in Tracy has grown tremendously. In the event staff is tasked with finding another location, the project will continue to be delayed due to the work required to conduct another site analysis (traffic, environmental, public input, etc.). Finding another compatible site will be a lengthy process that will require more public input and additional engineering analysis.

FISCAL IMPACT

There is no new funding impact in accepting the 16 acres land for the Aquatic Center as routine maintenance for this land will be absorbed by the City through its existing staff. Management of the Aquatic Center project will be funded within the existing Capital Improvement Project budget (CIP #78054).

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The Ellis Specific Plan Environmental Impact Report (**ESP EIR**) was prepared in accordance with the California Environmental Quality Act and related Guidelines (**CEQA**), and the City Council, on January 22, 2013, certified the ESP EIR. The ESP EIR adequately analyzed key elements of the future Aquatic Center and identified no mitigation measures directly related to the Aquatic Center. This action is for an acceptance of land only and not implementation of the Aquatic Center itself. Additional discretionary actions are necessary to effectuate design and construction of the Aquatic Center. As such, any additional environmental review required under CEQA will be conducted upon completion of final design of the Aquatic Center, prior to the commencement of any construction activity.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Quality of Life Strategy and meets the goal of enhancing the City's amenities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution 1) accepting the irrevocable offer of dedication of fee interest for 16 acres of community park land for an aquatics park (Aquatic Center), generally located at the intersection of Corral Hollow Road and Summit Drive, from Ellis Village, LLC to the City of Tracy, a municipal corporation, and 2) directing the City Manager to take requisite actions to effectuate the acceptance of the property.

Prepared by: Richard Joaquin, Parks Planning & Development Manager

Reviewed by: Brian MacDonald, Director of Parks & Recreation
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

- Attachment A – Irrevocable Offer of Dedication of Fee Interest – Ellis Village, LLC.
- Attachment B – Resolution 2022-134

Doc #: 2021-016679
01/28/2021 02:52:22 PM
Page: 1 of 8 Fee: $0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APN: 240-140-43

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Ellis Village, LLC represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

[Community Park Land for an Aquatic Park]

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 30 day of October, 2020

Corporation/Business Name: Ellis Village, LLC

Grantor Signatures: _____
Signature

Les Serpa, Managing Member
Print Name and Title

_____
Signature

_____
Print Name and Title

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.*
Partnership - signature of a partner required
Sole Proprietorship - signature of proprietor required
LLC – signature of proprietor or partner required

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. 1670, dated August, 6, 1968 and the grantee consents to the recordation thereof.

DATED: _____

_____
By: _____
Adrianne Richardson
City Clerk and Clerk of the City Council
City of Tracy

See next page for Certification

CERTIFICATION

This is to certify that the interest in real property conveyed by this Irrevocable Offer of Dedication (IOD) is hereby not accepted at this time by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer, and the grantee reserves the right to accept the offer of dedication in fee title by separate document.

By: _____ Date: January 28, 2021
Adrianne Richardson
City Clerk of Clerk of the City Council
City of Tracy

Pursuant to Section 66477.5 of the California Government Code, the local agency shall reconvey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exists or any portion thereof is not needed for public utilities, as specified in Subdivision C of the Section.

ACKNOWLEDGMENT

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

State of California
County of San Joaquin)

On November 5th, 2020 before me, Kirstie L. McKenzie, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

KIRSTIE L. MCKENZIE
Notary Public - California
San Joaquin County
Commission # 2302416
My Comm. Expires Sep 8, 2023

Signature _____ (Seal)

OCTOBER 30, 2020
JOB NO.: 1725-000

LEGAL DESCRIPTION
SWIM CENTER
PORTION OF RESULTANT PARCEL A (DN 2016-129622)
AND A PORTION OF SUMMIT DRIVE (42 M&P 43)
TRACY, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF RESULTANT PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 21, 2016, IN DOCUMENT NO, 2016-129622 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, AND A PORTION OF THAT PORTION OF SUMMIT DRIVE (FORMERLY MIDDLEFIELD ROAD) THAT WAS REJECTED ON THE FINAL MAP FOR TRACT NO. 3764, RECORDED SEPTEMBER 28, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 43, IN SAID OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY AND AS SAID FINAL MAP WAS CORRECTED PER CERTIFICATE OF CORRECTION RECORDED JANUARY 29, 2016, IN DOCUMENT NO. 2016-011616 OF OFFICIAL RECORDS IN SAID OFFICE OF THE RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF SAID RESULTANT PARCEL A;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE EAST LINE OF SAID SUMMIT DRIVE, SOUTH 00°23'03" WEST 45.50 FEET TO A POINT ON THE CENTERLINE OF SAID SUMMIT DRIVE, AS SAID CENTERLINE IS SHOWN AS SO DESIGNATED ON SAID FINAL MAP (42 M&P 43);

THENCE, LEAVING SAID EAST LINE OF SUMMIT DRIVE, ALONG SAID CENTERLINE, THE FOLLOWING NINE (9) COURSES:

1) NORTH 89°36'57" WEST 85.81 FEET,

2) ALONG THE ARC OF A TANGENT 400.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°32'03", AN ARC DISTANCE OF 121.41 FEET,

3) NORTH 72°04'54" WEST 73.11 FEET,

4) ALONG THE ARC OF A TANGENT 575.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°17'08", AN ARC DISTANCE OF 193.55 FEET,

5) NORTH 52°47'46" WEST 93.42 FEET,

6) ALONG THE ARC OF A TANGENT 2,200.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°10'55", AN ARC DISTANCE OF 544.55 FEET,

7) NORTH 38°36'51" WEST 124.65 FEET,

8) ALONG THE ARC OF A TANGENT 600.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°16'47", AN ARC DISTANCE OF 97.18 FEET, AND

LEGAL DESCRIPTION
PAGE 2 OF 2

OCTOBER 30, 2020
JOB NO. 1725-000

9) NORTH 47°53'38" WEST 28.79 FEET TO A POINT ON THE NORTHWESTERN LIMIT OF SAID PORTION OF SUMMIT DRIVE (FORMERLY MIDDLEFIELD ROAD) THAT WAS REJECTED, WHICH IS ALSO THE SOUTHWESTERLY PROLONGATION OF THE WESTERN LINE OF SAID RESULTANT PARCEL A;

THENCE, LEAVING SAID CENTERLINE, ALONG SAID NORTHWESTERN LIMIT, AND ALONG THE WESTERN LINE OF SAID RESULTANT PARCEL A, THE FOLLOWING THREE (3) COURSES:

1) NORTH 42°06'22" EAST 100.00 FEET,

2) SOUTH 89°50'36" EAST 222.58 FEET, AND

3) NORTH 00°23'03" EAST 111.39 FEET;

THENCE, LEAVING SAID WESTERN LINE OF RESULTANT PARCEL A, SOUTH 89°36'57" EAST 791.27 FEET TO A POINT ON SAID EASTERN LINE OF RESULTANT PARCEL A;

THENCE, ALONG SAID EASTERN LINE OF RESULTANT PARCEL A, SOUTH 00°23'03" WEST 888.98 FEET TO SAID POINT OF BEGINNING.

CONTAINING 16.00 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION AND, BY THIS REFERENCE, IS MADE A PART HEREOF.

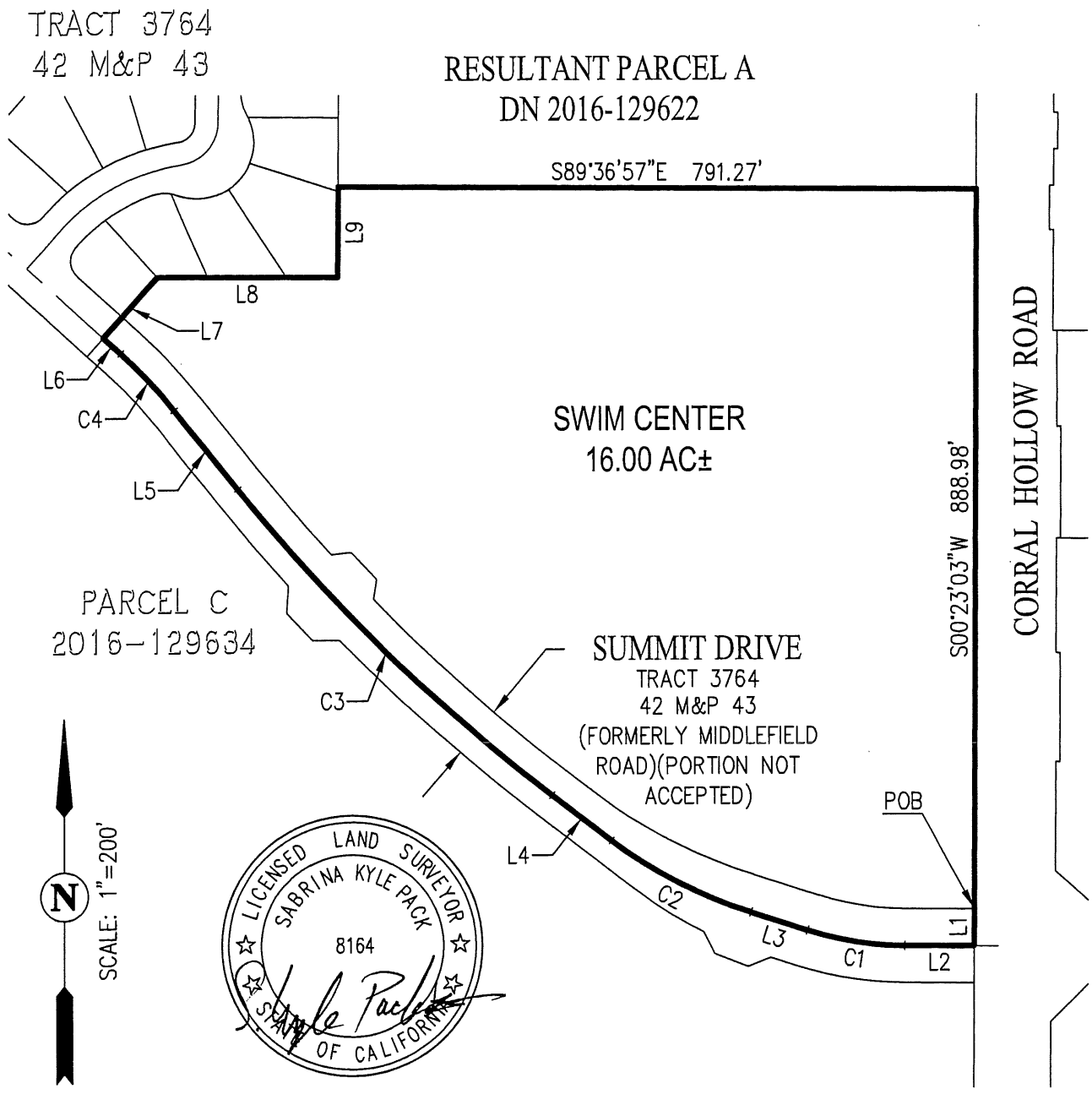


END OF DESCRIPTION

S. Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

EXHIBIT " B "
Page 1 of 2



SEE SHEET 2 FOR COURSE TABLES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION

SWIM CENTER
PORTION OF RESULTANT PARCEL A (DN 2016-129622) AND PORTION OF SUMMIT DRIVE (42 M&P 43)
TRACY, CALIFORNIA
OCTOBER 30, 2020

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA, (925) 866-0322

10/30/2020 1:17 PM

JOB NO. 1725-000

G:\1725\ACAD\PLATS\PLAT-011 - AQUATIC CENTER V5.DWG

LINE TABLE		
NO	BEARING	LENGTH
L1	S00°23'03"W	45.50'
L2	N89°36'57"W	85.81'
L3	N72°04'54"W	73.11'
L4	N52°47'46"W	93.42'
L5	N38°36'51"W	124.65'
L6	N47°53'38"W	28.79'
L7	N42°06'22"E	100.00'
L8	S89°50'36"E	222.58'
L9	N00°23'03"E	111.39'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	400.00'	17°32'03"	122.41'
C2	575.00'	19°17'08"	193.55'
C3	2200.00'	14°10'55"	544.55'
C4	600.00'	9°16'47"	97.18'

PLAT TO ACCOMPANY LEGAL DESCRIPTION

SWIM CENTER

PORTION OF RESULTANT PARCEL A (DN 2016-129622) AND PORTION OF SUMMIT DRIVE (42 M&P 43)

TRACY, CALIFORNIA

OCTOBER 30, 2020

SHEET 2 OF 2

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

2633 CAMINO RAMON, SUITE 350

SAN RAMON, CALIFORNIA, (925) 866-0322

10/30/2020 1:16 PM

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2022-134

RESOLUTION RESCINDING RESOLUTION NO. 2020-154 APPROVING FINAL AQUATIC CENTER CONCEPTUAL PLAN WITH A NOT-TO-EXCEED AMOUNT OF $65 MILLION INCLUDING CONTINGENCY AND SOFT COSTS

WHEREAS, on March 19, 2013, the City Council adopted Ordinance 1182 (Ordinance 1182), an Ordinance of the City of Tracy Approving an Amended and Restated Development Agreement with Surland Communities, LLC, with respect to the development of real property in the Ellis Specific Plan area; and

WHEREAS, pursuant to Ordinance 1182, the City of Tracy (City) and Surland Communities, LLC (Surland) executed and entered into the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated April 18, 2013 ("2013 Development Agreement"); and

WHEREAS, the 2013 Development Agreement provided that, among other things: Surland would pay the City $10 Million—by an initial first installment of $2 Million followed by a second installment of $8 Million—to fund the design and construction of the Aquatic Center and offer to dedicate 16 acres of land for the Aquatic Center; and

WHEREAS, Surland has paid the first installment of $2 Million and provided an Irrevocable Land Dedication Offer, which the City recorded; and

WHEREAS, on June 3, 2014, the City Council adopted Ordinance 1194 (Ordinance 1194), an Ordinance of the City of Tracy Approving First Amendment to Amended and Restated Development Agreement with the Surland Communities, LLC; and

WHEREAS, pursuant to Ordinance 1194, the City and Surland executed and entered into the First Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated July 3, 2014; and

WHEREAS, on April 3, 2018, the City Council adopted Ordinance 1253 (Ordinance 1253), an Ordinance of the City of Tracy Approving the Second Amendment to the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, which became effective 30 days later, on May 3, 2018; and

WHEREAS, pursuant to Ordinance 1253, the City and Surland executed and entered into the Second Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated May 3, 2018 (2018 Second Amendment to Development Agreement or 2018 DA); and

WHEREAS, the Second Amendment to the 2013 Development Agreement revised the City's and Surland's respective responsibilities, rights, and obligations with respect to the Aquatic Center, including by providing that in lieu of paying the City $8 Million of the $10 Million owed under the 2013 Development Agreement, Surland would facilitate design and construction services for the Aquatic Center; and

WHEREAS, as to design and construction, the 2018 Second Amendment to the Development Agreement added a new section 1.01(j) which provided, among other things, that Surland would "retain and compensate consultants to design the Swim Center with input from the community and City staff and with direction from the City Council," and that before Surland prepared construction improvement plans the City Council would approve a final conceptual plan; and

WHEREAS, on May 11, 2018, Mary Mitracos, as Petitioner and Plaintiff, filed a lawsuit against the City, as Respondent and Defendant, and Surland, as Real Party in Interest, challenging the legality of Ordinance 1253 and the 2018 Second Amendment to the Development Agreement, *Mitracos v. City of Tracy, et al.*, San Joaquin County Superior Court Case No. STK-CV-UWM-2018-5531; and

WHEREAS, on September 30, 2020, the San Joaquin County Superior Court entered Judgment (Judgment) for Plaintiff Mitracos and against the City and Surland, and issued a Peremptory Writ of Mandate (Writ), each of which was served on the City on October 8, 2020; and

WHEREAS, the Judgment served on October 8, 2020 includes the following rulings (the Judgment refers to the 2018 Second Amendment to the Development Agreement as the "2018 DA"):

> IT IS SO ORDERED, DECREED AND ADJUDGED that:
>
> 1. Judgment granting a Peremptory Writ of Mandate is entered in favor of Petitioner Mitracos in this proceeding. Judgment is entered because the Court finds that Respondent committed a prejudicial abuse of discretion in taking the following actions:
>
> (a) Adopting, approving and entering into the Second Amendment to Amended and Restated Development Agreement by and between the City of Tracy and Surland Communities, LLC" ("2018 DA").
>
> (b) Adopting Ordinance 1253[.]
>
> 2. The Court finds the 2018 DA does not comply with Government Code Sections 65865(b) and 65865.2 and is therefore void ab initio.
>
> 3. A Preemptory Writ of Mandate direct[ed] to Respondents shall issue under seal of this Court, ordering Respondents to vacate and set aside, within (30) days from service of the Writ of Mandate, all approvals and adoptions of the 2008 DA and Ordinance 1253, as described in paragraph 2 above in their entirety and all other actions taken by Respondents to approve or implement the Development Agreement. Respondent City is

ordered to:

(a) Set aside, rescind, and vacate the "Second Amendment to Amended and Restated Development Agreement by and between The City of Tracy and Surland Communities, LLC" ("2018 DA").

(b) Set aside, rescind, and vacate Ordinance 1253.

(c) Set aside, rescind, and vacate any actions taken pursuant to the "Second Amendment to Amended and Restated Development Agreement by and Between the City of Tracy and Surland Communities, LLC" ("2018 DA") and Ordinance 1253.

4. Respondent City shall file a return to the Peremptory Writ of Mandate within 10 days of completion of the actions mandated by this judgment. This Court shall retain jurisdiction over Respondents' proceedings by way of the return to the Peremptory Writ of Mandate until the Court has determined that Respondent has complied with the directives of this Court.

5. Petitioner shall be awarded its costs of suit. Petitioner is the successful party pursuant to Code of Civil Procedure § 1021.5. The Court reserves jurisdiction to determine entitlement to attorneys' fees and litigation expenses, pursuant to any properly and timely filed motion which Petitioner Mitracos may make.

6. Injunctive relief is granted consistent with this ruling. Respondents, Real Parties in Interest, and their respective agents, employees, and persons acting in concert with them are permanently enjoined from any and all actions to further implement the 2018 Development Agreement as described in paragraph 1(a) above.

and

WHEREAS, the Writ served on October 8, 2022 includes the following commands:

YOU ARE HEREBY COMMANDED to comply with the following:

1. Within thirty (30) days from service of this Writ, set aside, rescind, and vacate the "Second Amendment to Amended and Restated Development Agreement by and between the City of Tracy and Surland Communities, LLC" ("2018 DA");

2. Within thirty (30) days from service of this Writ, set aside, rescind, and vacate Ordinance 1253;

3. Within thirty (30) days from service of this Writ, set aside, rescind, and vacate any actions taken pursuant to the "Second Amendment to Amended and Restated Development Agreement By and Between The City of Tracy and Surland Communities, LLC" ("2018 DA") and Ordinance 1253.

4. Respondent City shall file a return to the Peremptory Writ of Mandate within 10 days of completion of the actions mandated by this Writ. This Court shall retain jurisdiction over Respondent's proceedings by way of the return to the Peremptory Writ of Mandate until the Court has determined that Respondents have

complied with the directives of this Court.

and

WHEREAS, on November 6, 2020 (which was within 30 days of service of the Judgment and Writ), the Superior Court extended the compliance deadline to November 12, 2020, and then on November 12, 2020, extended the compliance deadline to January 22, 2021; and

WHEREAS, on October 23, 2020, the City and Surland filed a joint motion for a new trial, or in the alternative, to set aside and vacate the judgment and enter a new judgment, which was denied by operation of law on or about December 22, 2020; and

WHEREAS, on January 15, 2021, the City and Surland appealed to the California Court of Appeal, Third District, which stayed any obligation to comply with the Judgment and Writ unless and until the Judgment was affirmed by a final decision on appeal; and

WHEREAS, on May 16, 2022, the Third District Court of Appeal issued an unpublished opinion denying the appeal and affirming the Judgment, which decision became final 30 days thereafter; and

WHEREAS, on July 18, 2022, the Court of Appeal issued a Remittitur, returning the lawsuit to the Superior Court; and

WHEREAS, Surland is responsible to cover all City costs and expenses associated with the Mitracos lawsuit pursuant to a hold harmless and indemnity provision of the 2013 Development Agreement; and

WHEREAS, the City is obligated to comply with the Judgment and Writ, and is doing so; and

WHEREAS, on August 16 and September 6, 2022, the City Council introduced and adopted, respectively, Ordinances rescinding Ordinance 1253 and the 2018 Second Amendment to Development Agreement; and

WHEREAS, the City has not taken any action to implement the 2018 Second Amendment to Development Agreement since well before the Court of Appeal issued its May 16, 2022 opinion denying the appeal and affirming the Judgment; and

WHEREAS, the City understands that it may not take any action to implement the 2018 Second Amendment; and

WHEREAS, the City remains obligated to rescind and unwind actions previously taken to implement Ordinance 1253 and the Second Amendment; and

WHEREAS, on August 18, 2020, the City Council adopted, pursuant to the Second Amendment, Resolution 2020-154 Approving Final Aquatic Center Conceptual Plan with a Not-to-Exceed Amount of $65 Million Including Contingency and Soft Costs; and

WHEREAS, City staff is evaluating what additional actions need to be taken to set aside, rescind and vacate any actions previously taken to implement Ordinance 1253 and the Second Amendment; now, therefore, be it

RESOLVED: the City Council hereby rescinds, in its entirety, Resolution 2020-154 Approving Final Aquatic Center Conceptual Plan with a Not-to-Exceed Amount of $65 Million Including Contingency and Soft Costs; and be it

FURTHER RESOLVED: City staff shall further evaluate additional actions that may need to be taken to fully unwind the 2018 Second Amendment to Development Agreement and Ordinance 1253; and be it

FURTHER RESOLVED: City staff shall pursue development of the Aquatic Center, as originally intended under the 2013 Development Agreement, as modified by the First Amendment and the Tolling Agreements; and be it

FURTHER RESOLVED: the City Council finds and determines that the adoption of this Resolution is not a project within the meaning of the California Environmental Quality Act ("CEQA"), including as the term "project" is defined by section 15378 of the CEQA Guidelines, including without limitation because the adoption of this Resolution is a ministerial action not subject to and exempt from CEQA (see section 15268 of the CEQA Guidelines), and that even if it were a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

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

The foregoing Resolution 2022-134 was adopted by the Tracy City Council on the 20th day of September, 2022, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, VARGAS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTENTION:	COUNCIL MEMBERS: DAVIS

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ACCEPTING THE IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST FOR 16 ACRES OF COMMUNITY PARK LAND FOR AN AQUATICS PARK (AQUATIC CENTER), GENERALLY LOCATED AT THE INTERSECTION OF CORRAL HOLLOW ROAD AND SUMMIT DRIVE (PROPERTY), FROM ELLIS VILLAGE, LLC TO THE CITY OF TRACY, A MUNICIPAL CORPORATION (CITY), AND DIRECTING THE CITY MANAGER TO TAKE REQUISITE ACTIONS TO EFFECTUATE THE ACCEPTANCE OF THE PROPERTY

WHEREAS, Ellis Village, LLC is a controlled entity of Surland Communities, LLC (**Surland**); and

WHEREAS, The City of Tracy (**City**) and Surland have been parties to a longstanding development agreement, dating as far back as 2009, with respect to Surland's development of real property located within the Ellis Specific Plan; and

WHEREAS, The Ellis Specific Plan (**ESP**) and ESP Environmental Impact Report (**ESP EIR**), in accordance with the California Environmental Quality Act and related Guidelines (**CEQA**), were approved by the City Council on January 22, 2013; and

WHEREAS, The original development agreement was invalidated during a court proceeding, and in 2013, the City Council adopted an ordinance approving an Amended and Restated Development Agreement with Surland Communities, LLC (**2013 Development Agreement**); and

WHEREAS, Among other things, the 2013 Development Agreement required Surland to dedicate to the City 16 acres of land within the ESP for the future home of a public aquatics park (**Aquatic Center**), through the grant to the City of an irrevocable offer of dedication (**IOD**), by a certain date; and

WHEREAS, In addition to the IOD, the 2013 Development Agreement required Surland to pay the City $10 Million towards the development, construction, operation and maintenance of the facility; and

WHEREAS, Through various tolling agreements, the parties negotiated a different location for the land dedication and extended the dates by which Surland had to grant the IOD and pay the amount due; and

WHEREAS, The last extended dates are reflected in that certain Fourth Agreement To Toll And Extend The Dedication Acceptance Period And The 60-Day Cure Period For The Second Swim Center Payment Under The Amended And Restated Development Agreement By

And Between The City Of Tracy And Surland Communities, LLC, dated April 3, 2018 (**Fourth Tolling Agreement**); and

WHEREAS, The parties also amended the 2013 Development Agreement twice, the most recent of which was pursuant to that certain Second Amendment to the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC (**2018 Second Amendment**); and

WHEREAS, Among other things, the 2018 Second Amendment revised, from the City to Surland, the responsibilities, rights, and obligations with respect to the development of the Aquatic Center; and

WHEREAS, Surland prepared conceptual plans for the Aquatic Center, and per the terms of the 2018 Second Amendment, the City has reimbursed Surland $1,318,287 for such services, from an initial $2 Million that Surland had paid to the City pursuant to the 2013 Development Agreement; and

WHEREAS, Mary Mitracos filed a lawsuit against the City and Surland challenging the legality of the 2018 Second Amendment to Development Agreement and the ordinance effectuating its approval by the City Council; and

WHEREAS, In 2020, the San Joaquin County Superior Court entered Judgment in Ms. Mitracos' favor and issued a Peremptory Writ of Mandate ordering the City to rescind the 2018 Second Amendment and all actions taken pursuant to that amendment; and

WHEREAS, The Court's ruling was affirmed on appeal and the City is complying with the Court's mandate; and

WHEREAS, On September 20, 2022, in compliance with the Court order, the City Council rescinded through Resolution 2022-134 various actions that had been taken pursuant to the 2018 Second Amendment, including the City's prior approval of the conceptual plans that had been developed by Surland; and

WHEREAS, The City now holds control of the Aquatic Center project per the rescission of the 2018 Second Amendment; and

WHEREAS, On January 28, 2021, the San Joaquin County Recorder's Office recorded the IOD that had been granted to the City, in accordance with Section 7050 of the California Government Code; and

WHEREAS, By the terms of the IOD, the City has no deadline by which it must accept the land dedication, but acceptance of the 16 acres is a critical first step in the City's delivery process for the Aquatic Center; and

WHEREAS, The ESP EIR analyzed key elements of the future Aquatic Center and identified no mitigation measures directly related to the Aquatic Center; and

WHEREAS, This item was first presented to City Council on June 20, 2023, in which the community and Council discussed the item. However, Council was split on the decision and the motion was not passed; and

WHEREAS, On June 27, 2023, Councilmember Bedolla, with a second from Councilmember Evans, asked staff to return on July 5, 2023, to discuss the item again; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby accepts the Irrevocable Offer of Dedication of Fee Interest for 16 acres of community park land for an aquatics park **(Aquatic Center)**, generally located at the intersection of Corral Hollow Road and Summit Drive, granted by Ellis Village, LLC to the City of Tracy, a municipal corporation, and recorded by the San Joaquin County Recorder's Office on January 28, 2021, as instrument number 2021-016679; and be it

FURTHER RESOLVED: That the City Council hereby directs the City Manager to take all requisite actions necessary to effectuate the acceptance of the dedicated land; and be it

FURTHER RESOLVED: That the City Council hereby finds and determines, based upon its own independent analysis and judgment, that the Ellis Specific Plan Environmental Impact Report (**ESP EIR**) was prepared in accordance with the California Environmental Quality Act and related Guidelines (**CEQA**); that the City Council, on January 22, 2013, certified the ESP EIR; that the ESP EIR adequately analyzed key elements of the future Aquatic Center and identified no mitigation measures directly related to the Aquatic Center; that this action is for an acceptance of land only and not implementation of the Aquatic Center; that additional discretionary actions are necessary to effectuate the design and construction of the Aquatic Center project; and that any additional environmental review required under CEQA will be conducted upon completion of the final design of the Aquatic Center, prior to the commencement of any construction activity. .

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on July 5, 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 3.B

RECOMMENDATION

Staff recommends that City Council review and discuss the Citywide Water System Master Plan Update.

EXECUTIVE SUMMARY

This item is for the City Council to review and discuss the Citywide Water System Master Plan Update (Master Plan Update). The proposed Master Plan Update will update the water infrastructure needed by the City to serve the new development identified in the City's General Plan and the growing population of the City.

BACKGROUND AND LEGISLATIVE HISTORY

The City's existing Water Master Plan was approved in January 2013 (Existing Master Plan). The Existing Master Plan was based on the City's 2011 General Plan (as amended, General Plan). The City has incorporated many general plan amendments since the 2011 adoption of the Existing Master Plan and has seen a significant increase in residential and commercial development throughout the City. The General Plan identifies existing and new areas of development within and around the existing City limits, including areas east of the City up to Chrisman Road, to the west of the City up to the Altamont Pass south of I-205, and the Larch Clover area both north and south of I-205.

ANALYSIS

The Master Plan Update provides an evaluation of the potable water and recycled water system facilities required to serve the City's existing and future needs. The State endured five years of drought starting in 2012, including the driest four consecutive years in California history. These unprecedented conditions led to statewide mandated water conservation, significant surface water supply reductions and curtailments, and legislation establishing new water efficiency standards.

The evaluation of the City's water supplies in the Master Plan Update was coordinated with the City's 2020 Urban Water Management Plan, which was adopted by the Tracy City Council in June 2021. Due to unprecedented drought conditions from 2012 through 2017 and new flow restrictions resulting from the 2018 Water Quality Control Plan for the San Francisco Bay/Sacramento San Joaquin Delta Estuary, the projected water supply of the City's surface water from the Central Valley Project (CVP) and South San Joaquin Irrigation District (SSJID) have been significantly reduced, particularly in dry years. Water supply conditions in California continue to change and City staff are closely monitoring potential impacts to the City's water supplies.

Recommended infrastructure improvements for the City's potable water system include new storage tanks, new Aquifer Storage and Recovery (ASR) wells, new transmission and distribution pipelines to extend the City's water system to serve proposed new development areas, and an expansion of the City's John Jones Water Treatment Plant (JJWTP) to provide additional water treatment capacity and operational flexibility, including a new building to

provide additional administrative and maintenance space for future staffing needs. The City also intends to participate in Contra Costa Water District's proposed Los Vaqueros Reservoir Expansion Project and United States Bureau of Reclamation (USBR) B.F. Sisk Dam Raise and Reservoir Expansion Project, both of which would provide the City with reliable options for storage of excess water during wet seasons for use during drought conditions.

Recommended infrastructure improvements for the City's recycled water system include new pump stations, a new storage tank, and new transmission, and distribution pipelines to serve new development areas in the western, southern and eastern portions of the City. Because the conversion of existing irrigated areas can be costly and disruptive, the Master Plan Update focuses on the infrastructure needed to deliver recycled water supplies to new development areas where practical and taking advantage of the recycled water infrastructure that has been constructed to date.

The Master Plan Update also includes a proposed Recycled Water Exchange Agreement with the USBR, whereby a portion of the City's tertiary treated wastewater (recycled water) would be discharged to the Delta Mendota Canal (DMC) and a like amount of water (i.e., a one-to-one exchange) could then be diverted from the DMC by the City for treatment at the City's JJWTP for potable use. With the potential reduction in reliability of the City's surface water supplies from the CVP and SSJID, this proposed recycled water exchange agreement will be a critical component of the City's future water supply portfolio.

Staff anticipates a decrease to the water development impact fees due to an overall decrease in water usage per household and drought conservation efforts.

FISCAL IMPACT

This item is to only to review and receive feedback regarding the Master Plan Update. The cost of completion of the Master Plan Update was funded from program management fees collected through our development impact fee program. The cost of construction of the physical infrastructure listed in the Master Plan Update would, if approved, be funded through development impact fees or other funding mechanisms without any impact to the City's General Fund.

PUBLIC OUTREACH / INTEREST

A Public Outreach Meeting was held for the Master Plan Update on February 14, 2022.

COORDINATION

The City's Engineering Division coordinated with our Operations and Utilities Department and West Yost & Associates to complete this update.

CEQA DETERMINATION

The project is an informational item only and exempt from the California Environmental Quality Act as no discretionary action is being taken by the City Council.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council review and discuss the Citywide Water System Master Plan Update.

Prepared by: Veronica Child, Management Analyst II

Reviewed by: Koosun Kim, PE, City Engineer / Assistant Director of Development Services
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Citywide Water System Master Plan Update
Attachment B – Presentation – Citywide Water System Master Plan Update

Attachment A

CITY OF TRACY

Citywide Water System Master Plan Update

FINAL REPORT

MAY 2023







WEST YOST ASSOCIATES

Citywide Water System Master Plan Update

Prepared for

City of Tracy

Project No. 404-12-18-41



Project Manager: Amy Kwong, PE	May 2023 Date
QA/QC Review: Elizabeth Drayer, PE	May 2023 Date

PREFACE

During the time that this Citywide Water System Master Plan was prepared and completed, several development projects have progressed, and some associated water system infrastructure improvements have been completed. As such, tables and figures in this Master Plan showing existing water system facilities may not include all of the current existing water system facilities. Similarly, tables and figures showing future recommended water system facilities may include some water system facilities which have already been constructed. This does not change the results or the recommendations of the Citywide Water System Master Plan.

The Tracy Infrastructure Master Plan (TIMP) Impact Fee Nexus Study, being prepared by Harris & Associates based on this Citywide Water System Master Plan, does consider the recent completion of water system facilities, so that updated water system impact fees reflect only those water system facilities which have not yet been constructed.

The City's progress in completing water system infrastructure improvements is exciting, and we look forward to the completion of additional recommended infrastructure improvements in the coming years.

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List of Acronyms and Abbreviations

2018 Bay-Delta Water Quality Control Plan	2018 Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary
AB	Assembly Bill
AC	Asbestos Cement
ADUs	Accessory Dwelling Units
af/ac/yr	Acre-Feet Per Acre Per Year
af/yr	Acre Feet Per Year
ASR	Aquifer Storage and Recovery
AWWA	American Water Works Association
BBID	Byron Bethany Irrigation District
BCID	Banta-Carbona Irrigation District
BMOs	Basin Management Objectives
BMP	Best Management Practices
BPS	Booster Pump Station
CARB	California Air Resources Board
CBSC	California Building Standards Commission
CFC	California Fire Code
CI	Cast Iron
CIP	Capital Improvement Program
City	City of Tracy
CUWCC	California Urban Water Conservation Council
CVP	Central Valley Project
DDW	Division of Drinking Water
DI	Ductile Iron
DMC	Delta-Mendota Canal
DWR	Department of Water Resources
EIRs	Environmental Impact Reports
EPA	Environmental Protection Agency
FAR	Floor to Area Ratios
fps	Feet Per Second
ft/kft	Feet Per Thousand Feet
GEI	GEI Consultants
GHG	Greenhouse Gas
GIS	Geographic Information System
GMO	Growth Management Ordinance
GMP	Groundwater Management Plan
gpcd	Gallons Per Capita Per Day
gpm	Gallons Per Minute
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
IPC	International Park of Commerce
JJWTP	John Jones Water Treatment Plant

K/J/C	Kennedy/Jenks/Chilton
LEED	Leadership in Energy and Environmental Design
Legislature	California State Legislature
lf	Linear Feet
M&I	Municipal & Industrial
MG	Million Gallons
mgd	Million Gallons per Day
MOA	Memorandum of Agreement
MSR	Municipal Service Review
MWELO	Model Water Efficient Landscape Ordinance
NEI	Northeast Industrial Area
NFPA	National Fire Protection Association
NRW	Non-Revenue Water
O&M	Operations and Maintenance
PPBP	Patterson Pass Business Park
PRS	Pressure Regulating Station
PRV	Pressure Reducing Valve
psi	Pounds Per Square Inch
PSV	Pressure Sustaining Valve
R&R	Renewal and Replacement
RGA	Residential Growth Allotment
RWQCB	Regional Water Quality Control Board
SB	Senate Bill
SB X7-7	Water Conservation Act of 2009
SCADA	Supervisory Control and Data Acquisition
SCS	Sustainable Community Strategy
SCWSP	South County Water Supply Project
SED	Substitute Environmental Document
SGMA	Sustainable Groundwater Management Act
SOI	Sphere of Influence
SSJID	South San Joaquin Irrigation District
SWRCB	State Water Resources Control Board
TDS	Total Dissolved Solids
Tracy Subbasin	San Joaquin Valley Groundwater Basin-Tracy Subbasin
UAFW	Unaccounted-for Water
USBR	United States Bureau of Reclamation
UWMP	Urban Water Management Plan
VFD	Variable Frequency Drive
VVH	VVH Consulting Engineers
WSCP	Water Shortage Contingency Plan
WSID	West Side Irrigation District
WSMP	Water System Master Plan
WWTP	Wastewater Treatment Plant

CITYWIDE WATER SYSTEM MASTER PLAN UPDATE
EXECUTIVE SUMMARY

PURPOSE FOR THE CITYWIDE WATER SYSTEM MASTER PLAN UPDATE

The purpose of this Citywide Water System Master Plan Update for the City of Tracy (City) is to provide an evaluation of the required backbone potable water and recycled water system facilities required to serve existing and future needs. The City's last Citywide Water System Master Plan was completed in 2012 (2012 WSMP) and was based on projected land uses included in the City's 2011 General Plan. Since that time, significant new residential and commercial development has occurred in the City (including the International Park of Commerce within the Cordes Ranch Specific Plan area, Tracy Ellis, Tracy Hills and numerous smaller projects) and planning for future developments has been refined. Also, during that same time, the State endured five years of drought starting in 2012, including the driest four consecutive years in California history. These unprecedented conditions led to statewide mandated water conservation, significant surface water supply reductions and curtailments and legislation establishing new water efficiency standards.

All of these factors have led to a need to reevaluate the City's potable water and recycled water needs, the projected availability and reliability of the City's water supplies and the required water system infrastructure improvements to ensure a safe and reliable water supply for the City's residents and businesses.

OBJECTIVES OF THE CITYWIDE WATER SYSTEM MASTER PLAN UPDATE

This Citywide Water System Master Plan Update has been prepared based on the following overall water system objectives and goals:

- Ensure safe, adequate and reliable water supplies for the City's existing and future residents and businesses.
- Support the goals, objectives and policies of the City's General Plan, particularly those contained in the Public Facilities and Services Element.
- Comply with existing and future legislation and regulations for both potable and non-potable (recycled) water supplies.

Based on the City's water system objectives, the objectives of this Citywide Water System Master Plan Update are to:

- Evaluate existing water demands to understand current water use patterns and trends and project future water demands for near-term (2025), future (2040) and General Plan buildout conditions.
- Provide an updated evaluation of the availability and reliability of the City's existing and future water supplies and their ability to meet existing and future water demands considering recent changes in projected supply reliability.

- Review and refine performance and operational criteria under which the potable and recycled water systems will be analyzed and recommendations for future facilities will be formulated.
- Evaluate the need for new backbone potable water facilities (including pipelines, storage facilities and pumping facilities) to serve buildout of the City's General Plan.
- Evaluate the need for new backbone recycled water facilities (including pipelines, storage facilities and pumping facilities) to serve buildout of the City's General Plan.
- Develop a capital improvement program for recommended potable and recycled water system facilities.

KEY CHANGES FROM THE 2012 CITYWIDE WATER SYSTEM MASTER PLAN

This Cityside Water System Master Plan Update incorporates and considers several changed conditions, new water system facilities, and new water supply opportunities from what was included in the 2012 Citywide Water System Master Plan. A summary of these is provided below:

- Changes in Projected Land Use: Compared to the projected land use in 2012 Citywide Water System Master Plan, there has been a significant shift in the City's projected land use composition towards residential development and away from commercial and industrial development. However, when compared to the City's historical and existing land uses, which were primarily residential, the projected land uses for new development are more heavily skewed to non-residential uses (with almost 60 percent of the projected acres of new development being non-residential uses). The future industrial, commercial, and retail growth anticipated in the City's Sphere of Influence is reflective of the City's goal to bring jobs and economic growth and improve the City's jobs-housing balance (see Chapter 3 for additional information).
- Reduction in Unit Water Demands: Due to changes in water use trends and habits resulting from improved water use efficiency, unit water demand factors have been reduced for most land use categories (see Chapter 4 for additional information).
- Reduction in Maximum Day and Peak Hour Demand Factors: Due to changes in water use trends and habits from improved water use efficiency, maximum day and peak hour demand factors have been reduced (see Chapter 4 for additional information).
- Changes in Recycled Water System Planning: Previously, the City was considering implementing the proposed Gateway Exchange Program, under which recycled water service would be extended to most of the existing parks and large irrigated areas in the City to offset the potable water demands from the Gateway development (now called Westside). The Gateway Exchange Program is no longer being considered, and it is projected that only a few existing parks and irrigated areas will receive recycled water supply. Expansion of the recycled water system will focus on extending service to newly developed areas (see Chapters 4 and 9 for additional information).

- Reduction in Surface Water Supply Reliability: Due to unprecedented drought conditions from 2011 through 2017 and new flow restrictions resulting from the 2018 Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary, projected reliabilities of surface water supplies from the Central Valley Project (CVP) and South San Joaquin Irrigation District (SSJID) have been significantly reduced, particularly in dry years. The City has entered into discussions with the Contra Costa Water District and the San Luis & Delta-Mendota Water Authority to explore the City's potential participation in the Phase 2 Los Vaqueros Reservoir Expansion Project to increase the City's water supply reliability by providing storage of supplies for use in dry years (see Chapter 5 for additional information).
- Proposed Recycled Water Exchange Agreement: The City is evaluating the potential for indirect reuse of its available recycled water through an exchange agreement with the United States Bureau of Reclamation (USBR) whereby a portion of the City's tertiary-treated wastewater (recycled water) would be discharged to the Delta Mendota Canal (DMC) and a like amount of water (i.e., a one-to-one exchange) could then be diverted from the DMC by the City for treatment at the City's John Jones Water Treatment Plant (JJWTP) for potable use. Such supplies would be 100 percent reliable and would not be subject to drought cutbacks. With the potential reduction in reliability of the City's surface water supplies from the CVP and SSJID, this proposed recycled water exchange agreement will be a critical component of the City's future water supply portfolio (see Chapter 5 for additional information).
- Reduction in Emergency Storage Requirement: The 2012 WSMP used an emergency storage volume requirement of two (2) times the average day demand. After reviewing emergency storage criteria for other similar water systems within the region, and taking into account the City's redundant sources of supply (CVP, SSJID, and groundwater), it is recommended that the City reduce the minimum quantity of emergency storage volume required to 1.5 times the average day demand for this Citywide Water System Master Plan Update (see Chapter 6 for additional information).
- Addition of New Water System Facilities: Several new water system facilities have been recently completed which provide for added water system capabilities. These include the Cordes water storage tank and pump station, the Tracy Hills water storage tank and pump station (nearing completion as of September 2021), new pump stations at the City's JJWTP to serve the City's Pressure Zone 3 and initial phases of the Tracy Hills development, and a recycled water pump station and pipeline on the west side of the City to distribute recycled water supplies from the City's Wastewater Treatment Plant to recycled water users on the western side of the City (see Chapters 7 and 9 for additional information).

- Renaming of Potable Water Pressure Zones: To minimize confusion when referring to the City's primary potable water system pressure zones, the potable water system pressure zones have been renamed as follows:
  - Pressure Zone 1 – no change
  - Pressure Zone 2 – no change
  - City-side Pressure Zone 3 – now referred to as Pressure Zone 3
  - Tracy Hills Pressure Zone 3 – now referred to as Pressure Zone 4
  - Tracy Hills Pressure Zone 4 – now referred to as Pressure Zone 5
  - Tracy Hills Pressure Zone 5 – now referred to as Pressure Zone 6

  The remainder of this Citywide Water System Master Plan Update, and all subsequent water system evaluations and studies, will utilize these new pressure zone designations.

EXISTING AND PROJECTED FUTURE WATER DEMANDS

The City of Tracy currently serves a population of about 96,000 people. Total potable water production in 2020 was 18,687 acre-feet per year (af/yr), not including water treated and wheeled to the Patterson Pass Business Park, which equates to a per capita water use of about 174 gallons per capita per day (gpcd). This per capita water use is significantly lower than the City's historical per capita water use which was as high as 300 gpcd in the early 1980s. Per capita water use was as low as 144 gpcd in 2015 due to extreme drought conditions which resulted in voluntary and mandatory water conservation. The per capita water use has increased somewhat in recent years as water use restrictions have been lifted and customers have resumed more typical water use behavior.

As described in Chapter 4, future water demands for buildout of the City's General Plan were projected based on revised unit water demand factors reflecting recent water use patterns and trends for the City's various land uses, consistency with the Model Water Efficient Landscape Ordinance (MWELO) for landscape irrigation water use and the use of recycled water for landscape irrigation for selected land use designations.

With the planned buildout of the City's sphere of influence (SOI), the City's population is projected to increase to about 186,000 people. At buildout, potable water demands are projected to be about 33,500 af/yr, while recycled water demands (for irrigation of landscaped areas) are projected to be 6,300 af/yr. As noted in the City's 2012 WSMP, the City's future use of recycled water for non-potable uses such as landscape irrigation is key to the reduction (offset) of the City's future potable water demand, and the City's ability to meet future demands using existing and future available water supplies.

A summary of the projected future water demands and water production at 2025 (near-term), at 2040, and at buildout, is provided in Table ES-1.

Table ES-1. Summary of Future Projected Water Production[a,b,c]

Demand Category	2025 (Near Term)		2040		Buildout	
	Potable Water, af/yr	Recycled Water, af/yr	Potable Water, af/yr	Recycled Water, af/yr	Potable Water, af/yr	Recycled Water, af/yr
Future	3,000	900	10,900	4,100	15,700	6,200
Existing - City[d]	17,800	100	17,800	100	17,800	100
Total to be Met by City Water Supply Contracts and Rights	**20,800**	**1,000**	**28,700**	**4,200**	**33,500**	**6,300**
Existing - PPBP Wheeled Water[e]	600	0	600	0	600	0
Total to be Delivered by City Distribution System	**21,400**	**1,000**	**29,300**	**4,200**	**34,100**	**6,300**

(a) Refer to Appendix A for detailed water demand calculations.
(b) Includes unaccounted for water.
(c) Totals rounded to the nearest hundred.
(d) Includes water delivered to existing buildings in the International Park of Commerce (IPC).
(e) Does not include water delivered to existing buildings in IPC.

As the City continues to develop, potable water consumption between customer classes is expected to shift due to changes in the City's projected land use composition. A comparison of the historical average and projected potable water consumption by customer class is shown in Table ES-2. As shown, the residential customer classes are expected to decrease their overall potable water consumption proportion as water use shifts towards non-residential customer classes. This trend is primarily due to large industrial developments such as Cordes Ranch, West Side Industrial, East Side Industrial, UR 3, and Tracy Hills Phase 5, among others.

Table ES-2. Historical and Projected Potable Water Consumption by Customer Class

Customer Class	Historical Average Annual Consumption[a]	Projected Annual Consumption in 2025[b]	Projected Annual Consumption in 2040[b]	Projected Annual Consumption at Buildout[b]
Single Family Residential[c]	60.1%	58.0%	54.0%	53.3%
Multi-Family Residential[d]	6.7%	7.6%	6.9%	8.5%
Residential Subtotal	66.8%	65.6%	60.9%	61.7%
Commercial[e]	15.4%	13.5%	14.2%	14.2%
Industrial	4.9%	9.3%	16.4%	17.6%
Irrigation[f]	12.9%	11.6%	8.4%	6.5%
Total	**100%**	**100%**	**100%**	**100%**

(a) Refer to Table 4-4.
(b) Includes existing and projected future potable demands.
(c) Includes projected future residential demands (excluding irrigation) for Residential - Very Low Density, Residential - Low Density, and Residential - Medium Density land use types.
(d) Includes projected future residential demands (excluding irrigation) for Residential - High Density and Residential - Very High Density land use types.
(e) Includes projected future demands (excluding irrigation) for Commercial, Office, and Institutional land use types.
(f) Includes projected future irrigation demands to be served by potable water. Accounts for planned conversions of irrigation services to recycled water use.

Landscape irrigation water use is projected to be a much smaller proportion of the City's potable water use at buildout because many new development areas will be served by the recycled water system at buildout, and some of the City's existing irrigated areas will be converted to recycled water use.

EXISTING AND PROJECTED FUTURE WATER SUPPLIES

Chapter 5 of this Citywide Water System Master Plan Update describes updates to the City's water supply availability and reliability which have occurred since the completion of the 2012 WSMP and the City's 2015 Urban Water Management Plan (2015 UWMP). The water supply availability and reliability described in Chapter 5 is consistent with the City's 2020 UWMP, which was adopted in June 2021.

Existing Water Supplies

The City currently receives water supplies from the following sources:

- Untreated surface water from the DMC (CVP) (treated at the City's John Jones Water Treatment Plant (JJWTP))
- Untreated surface water from Byron Bethany Irrigation District (BBID) pre-1914 rights (treated at the City's JJWTP)
- Treated surface water from the Stanislaus River via the South County Water Supply Project (SCWSP) (treated and delivered to the City by the SSJID)
- Groundwater pumped from eight groundwater wells located within the City

Since the completion of the 2012 WSMP and the 2015 UWMP, the availability and reliability of the City's water supplies have been impacted by drought conditions and associated unprecedented cutbacks in surface water supply deliveries. Also, in recent years new legislation has been passed which will impact future water use and future water supply availability and reliability, including the Sustainable Groundwater Management Act (SGMA), SB 606 and Assembly Bill 1668 Making Water Conservation a California Way of Life and most recently the 2018 amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary (Bay-Delta Plan Amendment) which was adopted by the State Water Resources Control Board (SWRCB) in December 2018 and restricts the use of flows from the Lower San Joaquin River and its tributaries (the Stanislaus, Tuolumne and Merced Rivers) to improve conditions for fish and wildlife. Specifically, it restricts the use of flows until 40 percent of unimpaired flows are rededicated for water quality and instream fisheries. The Bay-Delta Plan Amendment, depending on its actual implementation, has potential impacts to the water supplies that the City receives from SSJID.

Also, in 2017, new guidelines and procedures went into effect associated with the updated CVP M&I Water Shortage Policy, which base dry year allocations on a contractor's historical use of CVP supplies, not its contractual amount of CVP supplies.

These changed conditions significantly impact the availability and reliability of the City's surface water supplies in dry years (specifically the City's CVP supplies and SSJID supplies).

Future Water Supplies

The City has a projected potable water supply production requirement of 33,500 af/yr for buildout of the City's General Plan. The City will need to develop future water supplies to meet these projected future demands. This will include expansion of its Aquifer Storage and Recovery Program (up to 1,000 af/yr) and implementation of a proposed Recycled Water Exchange Program (up to 7,500 af/yr) to meet its projected future potable water demands. Furthermore, 6,300 af/yr recycled water will be needed to meet landscape irrigation demands at buildout.

The City's Aquifer Storage and Recovery (ASR) Program should be expanded in the future to provide up to 1,000 af/yr of supply. As described in Chapter 5, an evaluation of potential ASR options and operational scenarios should be conducted as additional ASR wells are planned to determine if dedicated SSJID supply pipelines to the ASR wells will be required if the City's ASR permit cannot be modified to allow for other supplies to be injected.

The proposed Recycled Water Exchange Program would provide for the potential for indirect use of its available recycled water through an exchange agreement with the USBR whereby a portion of the City's tertiary-treated wastewater (recycled water) would be discharged to the DMC and a like amount of water (i.e., a one-to-one exchange) could then be diverted from the DMC by the City for treatment at the City's JJWTP for potable use. Such supplies would be 100 percent reliable and would not be subject to drought cutbacks. The project would require development of a project description, NEPA/CEQA review, approval of an exchange agreement, design and construction of a recycled water pipeline that could discharge recycled water to the DMC downstream of the City's JJWTP intake and expansion of the City's wastewater treatment plant. Additional discussion of the pipeline required for the Recycled Water Exchange Program is provided in Chapter 9. If such a project is approved and implemented, the City anticipates that it would initially provide up to 5,900 af/yr of additional potable water supplies to the City, with future expansion as needed to meet future demands.

As shown on Figure ES-1, even with additional supplies, the City may experience water supply shortages in dry years. Table ES-3 provides a summary of the projected water supply needs to meet the single dry year conditions (the most critical hydrologic condition) under the City's projected near-term (2025), future (2040) and buildout demand conditions. As shown, the projected potable water supplies are less than the projected potable water demands, indicating that the City would need to implement its Water Shortage Contingency Plan to reduce water demands and/or develop additional water supplies to meet the projected water demands. Chapter 5 provides a summary of the City's water management strategies and options, including participation in the Phase 2 Los Vaqueros Reservoir Expansion Project, as described in the City's 2020 UWMP.

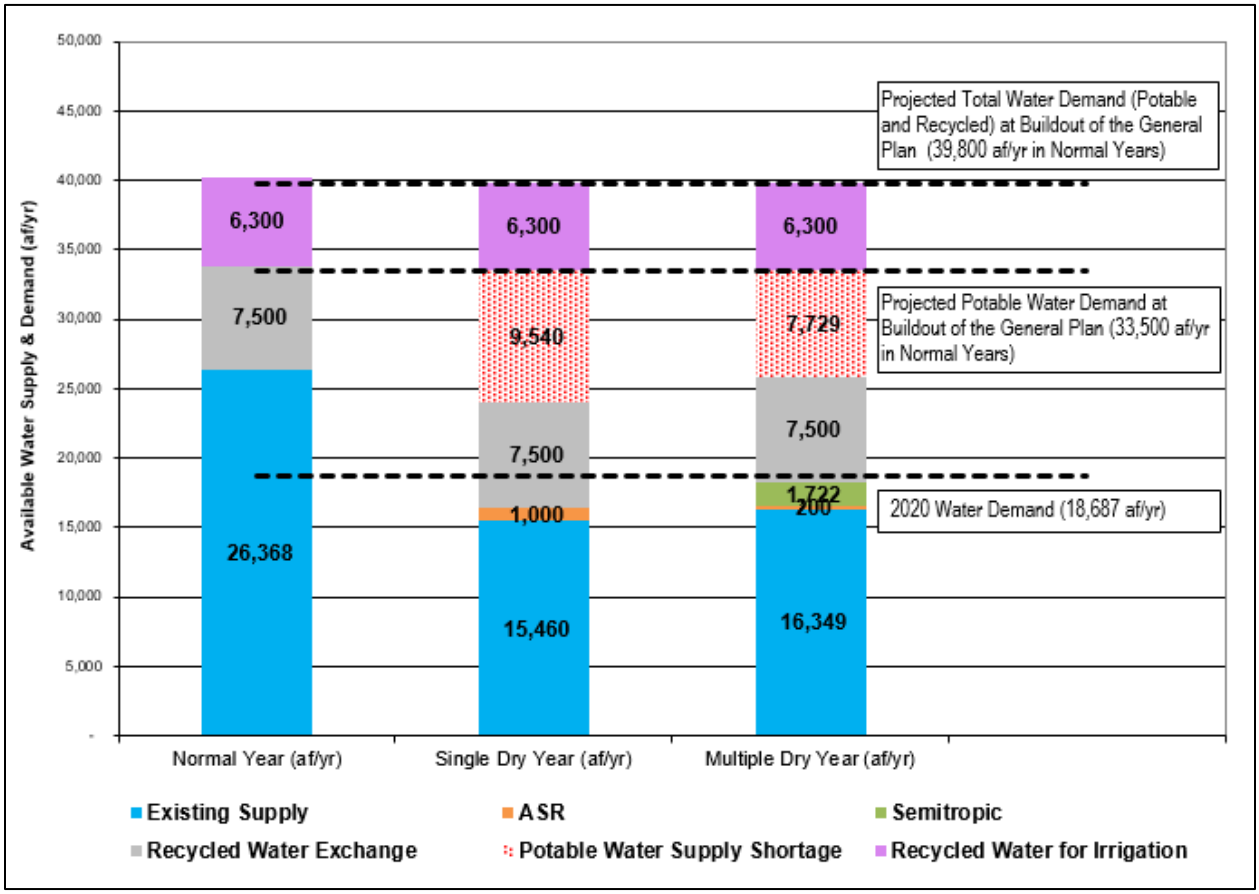


Figure ES-1. Existing and Planned Future Water Supplies vs. Water Demand at Buildout

Table ES-3. Future Water Supply Needs under Single Dry Year Conditions

	Near-Term (2025), af/yr	Future (2040), af/yr	Buildout, af/yr	Comments
Existing Potable Water Supplies				
CVP Surface Water Supplies	1,483	1,483	1,483	Based on 25% of historical use
SSJID Surface Water Supplies	9,974	6,177	6,177	2025 supply includes temporary contract with City of Escalon (which ends in 2025) and a 76% allocation; 2040 and buildout supply assumes a 56% allocation
BBID Pre-1914 (to meet Tracy Hills demand)	800	2,500	3,300	Based on projected potable water demand at Tracy Hills; see Appendix A
Groundwater	4,500	4,500	4,500	Increased from normal year supply of 2,500 af/yr
Total Existing Potable Water Supplies	16,757	14,660	15,460	
Existing Dry Year Water Supplies				
Semitropic Dry Year Supply	0	0	0	Assumed to not be available in Single Dry Years
ASR Dry Year Supply	700	1,000	1,000	Existing capability is 700 af/yr for Well 8; additional ASR wells would be needed for expansion of the ASR program
Total Existing Dry Year Water Supplies	700	1,000	1,000	
Future Potable Water Supplies				
Recycled Water Exchange	0	5,000	7,500	
Total Future Potable Water Supplies	0	5,000	7,500	
Total Potable Water Supplies	**17,457**	**20,660**	**23,960**	
Potable Water Demand	**20,800**	**28,700**	**33,500**	See Table 4-16 in Chapter 4
Recycled Water				
Recycled Water Demand for Landscape Irrigation	**1,000**	**4,200**	**6,300**	See Table 4-16 in Chapter 4
Total Recycled Water Needed, af/yr	1,000	9,200	13,800	As needed to meet needs for Recycled Water Exchange and Landscape Irrigation
Total Recycled Water Needed (average day), mgd	0.9	8.2	12.3	

Subsequent revisions to the projected potable water demand and/or the water supply availability and reliability assumptions may change the required quantities and timing of the proposed Recycled Water Exchange Program. However, even if the required quantities or timing are modified in the future, the direct use of recycled water for landscape irrigation demands and indirect use of recycled water as part of the proposed Recycled Water Exchange Program will be critical components of the City's future water supply portfolio.

The planned future direct and indirect use of recycled water will also require an expansion of the City's Wastewater Treatment Plant (WWTP) to produce adequate quantities of recycled water to meet both the future Recycled Water Exchange Program needs (indirect use), as well as the landscape irrigation demands (direct use), at buildout.

It should also be noted that supply availability and reliability, and actual water demands, may change in the future. As such, the City may need to acquire additional potable water supplies in the future. The City will need to closely track actual potable water demands and supply availability and reliability as future service areas are approved and developed to determine if existing and future supplies are adequate and/or if and when additional potable or recycled water supplies may be required.

EVALUATION OF EXISTING AND FUTURE POTABLE WATER SYSTEM

Chapters 7 and 8 of this Citywide Water System Master Plan Update identify the improvements necessary to eliminate existing deficiencies and support the City's projected future potable water demands, respectively. Recommended improvements are based on evaluations of the existing and future (2025 and buildout) potable water system's treatment, storage, and pumping capacities, as well as its ability to meet recommended performance and operational criteria under maximum day demand plus fire flow and peak hour demand scenarios.

Facility improvements are identified at a Master Plan level and do not necessarily include all required on-site infrastructure nor constitute design of improvements. Subsequent detailed design is required to determine the sizes and locations of the proposed improvements. Further, the hydraulic model is not an "all pipes" model (i.e., not all smaller diameter pipelines are included), so the hydraulic simulations performed may not identify all necessary water system improvements. West Yost recommends conducting additional hydraulic evaluations as development details become available.

The following recommendations exclude non-backbone facilities that only serve a specific development, instead focusing on backbone facility improvements with more widespread system benefit. These shared facilities are designated program facilities.

Existing Potable Water System

The City's existing potable water system includes the following major facilities: JJWTP, eight groundwater wells, clearwells and storage tanks, booster pump stations, pressure regulating stations, and transmission and distribution system pipelines. The City's existing distribution system is divided into four pressure zones. Significant new infrastructure has been constructed in recent years to serve new development projects, including new pump stations at the JJWTP to serve Pressure Zones 3 and 4, a new storage tank and pump station in the Cordes Ranch area, and a new storage tank and pump station in Tracy Hills.

Recommendations for the existing potable water distribution system are shown on Figure ES-2 and described below. These existing system improvements are recommended based on existing water demands, and are not triggered by future new development. The existing water system infrastructure in the areas listed below is insufficient to meet the fire flow requirements based on existing land use and water demands. As such, planning and design for these improvements should be prioritized.

Pipeline Improvements

The following pipeline improvements are recommended:

- Improvement #1:
  - Replace the existing pipelines in 20th Street between Bessie Avenue and Parker Avenue, Wall Street between Lowell Avenue and 20th Street, Emerson Avenue between Bessie Avenue and Holly Drive, Court Drive between Whittier Avenue and Lowell Avenue, and Lowell Avenue between Parker Avenue and Holly Drive with approximately 6,000 linear feet (lf) of new 8-inch diameter pipelines.
- Improvement #2:
  - Install approximately 515 lf of 12-inch diameter pipeline in Ninth Street between School Street and Tenth Street.
- Improvement #3:
  - Replace approximately 485 lf of existing 4-inch diameter pipeline in Tracy Boulevard north of Mount Diablo Avenue with new 12-inch diameter pipeline.

2025 Potable Water System

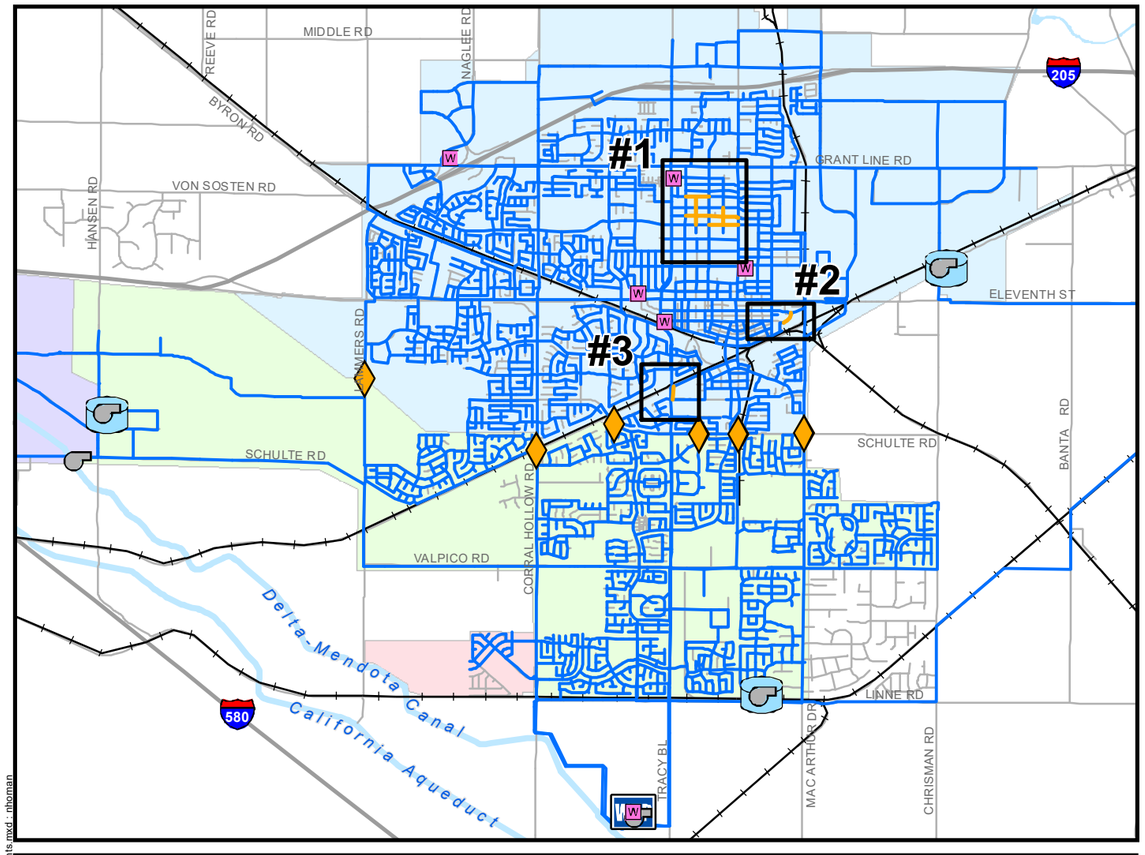
Program facility recommendations for the 2025 potable water system are shown on Figure ES-3 and described below. A complete listing of recommended potable water system improvements (both program and non-program) to serve projected 2025 potable water demands is provided in Chapter 8 along with recommendations for their timing.

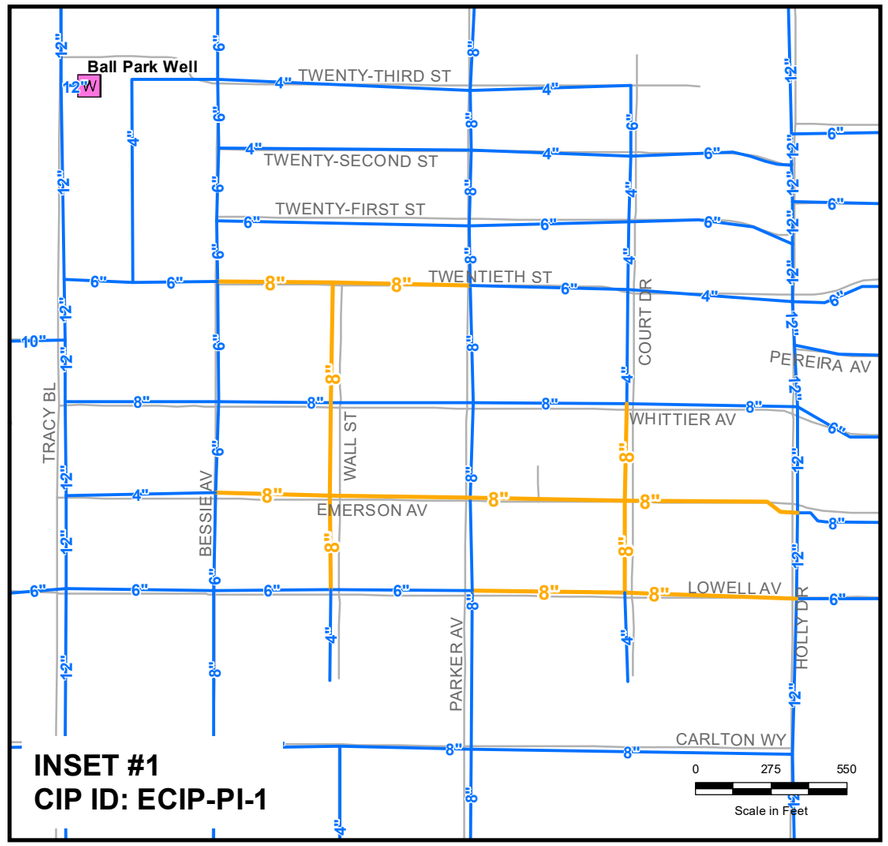
Pipeline Improvements

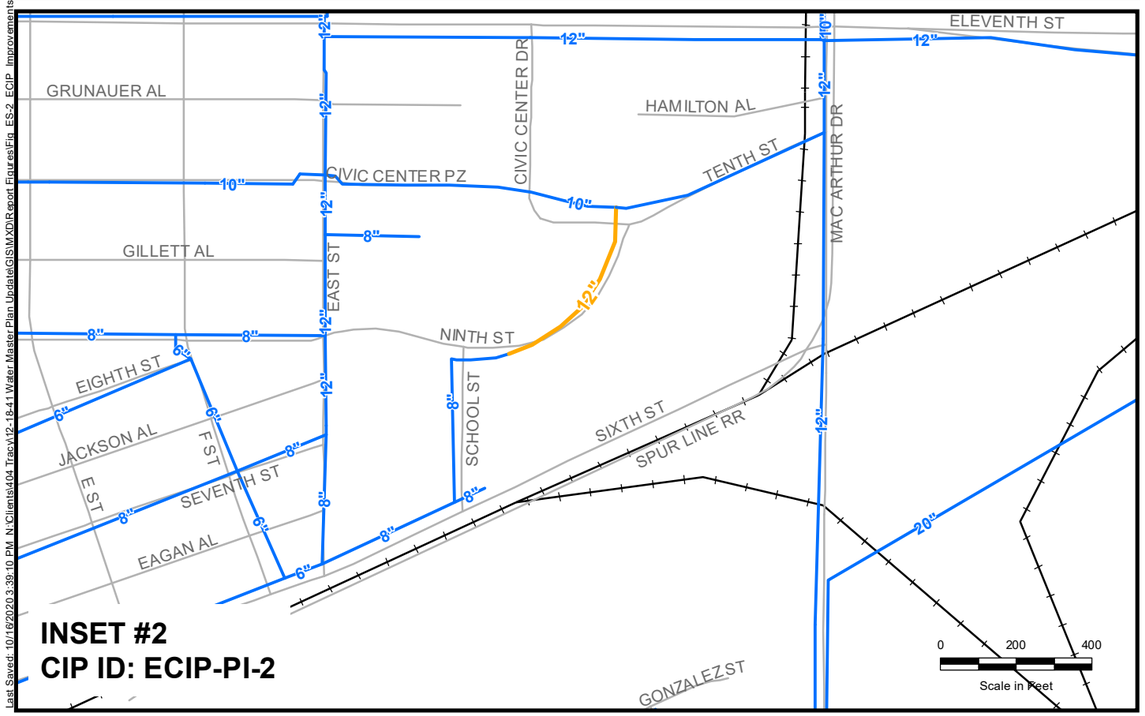
- To serve 2025 potable water demands, replace existing pipelines in Sixth Street, Tracy Boulevard, and Eleventh Street with approximately 1,390 linear feet of new 18-inch and 24-inch diameter pipelines.

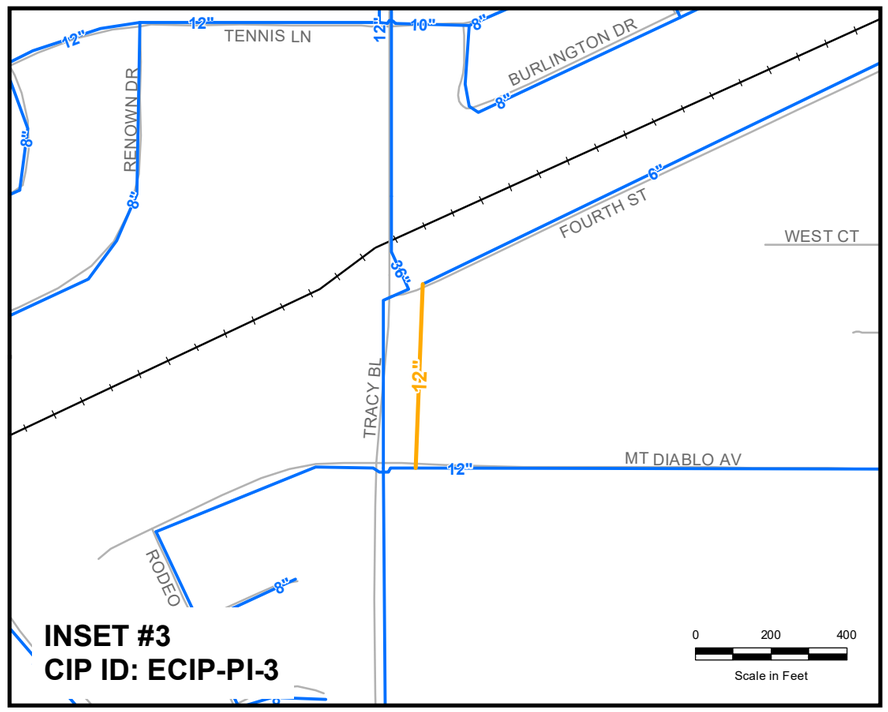
New Potable Water Pipelines

- To serve 2025 potable water demands, install approximately 43,010 lf of new pipelines ranging in diameter from 12 to 24 inches.









Symbology

- Existing Pipeline
- Pipeline Improvement
- Pressure Regulating Station
- Booster Pump Station
- Groundwater Well
- Storage Tank
- WTP John Jones Water Treatment Plant

Pressure Zone

- Zone 1
- Zone 2
- Zone 3 (IPC/PPBP)
- Ellis Reduced Zone

Notes:
1. The City's existing hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.

Figure ES-2

Recommended Existing Potable Water System Improvements

City of Tracy
Water System Master Plan Update

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BETHANY RD
Old River
MOUNTAIN HOUSE PK
REEVE RD
LAMMERS RD
NAGLEE RD
HOLLY DR
MIDDLE RD
BYRON RD
HANSEN RD
VON SOSTEN RD
GRANT LINE RD
ELEVENTH ST
LOVELY RD
BANTA RD
BIRD RD
SCHULTE CT
SCHULTE RD
CORRAL HOLLOW RD
VALPICO RD
TRACY BL
IMAC ARTHUR DR
580
205

Equip wells with ammonia addition

From Mossdale BPS

BCIP-T-WS
BCIP-PS-WSZ1&2
BCIP-PRS-WS
BCIP-W-WS
BCIP-W-WA
BCIP-W-LP
BCIP-W-EL
BCIP-PRV-AV
BCIP-PRV-C
NCIP-PRV-1
NCIP-PRV-2

California Aqueduct
Delta-Mendota Canal

N
0 2,750 5,500
Scale in Feet

NCIP-PI-1&2

ELEVENTH ST
TRACY BL
Well #8

JJWTP Buildout Program Facilities

BCIP-T-CW3
BCIP-PS-Z3
BCIP-JJWTP (10 mgd expansion to 40 mgd treatment capacity).

Notes:
1. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
2. Jack and bore pipeline projects are not shown, but jack and bore is required for canal, railroad, or major highway crossings.
3. Install SCADA system monitoring of flows and pressures at each new facility.
4. Install on-site backup power at each new pumping facility.
5. Only existing and program facilities are shown.

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Symbology

Proposed Buildout Program Facilities
- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Buildout System Pipeline
- SCADA System Improvement

Proposed 2025 Facilities
- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Existing System Facilities
- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- John Jones Water Treatment Plant
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

Pressure Zone
- Zone 1
- Zone 2
- Zone 3
- Ellis Reduced Zone
- Zone 4
- Zone 5
- Zone 6

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Figure ES-3

Recommended Future Potable Water System Program Improvements

City of Tracy
Water System Master Plan Update

Interconnections

- Install PRVs at Schulte Road and Bud Lyons Way and at Schulte Road and Pavillion Parkway before the transmission main in Schulte Road is re-zoned to Zone 3.

Re-zoning

- Re-zone the existing transmission mains in Lammers Road, Schulte Road, and Hansen Road from Zone 2 to Zone 3 as described in Appendix D.

Groundwater Wells

- Provide ammonia addition for existing City wells (Lincoln Well, Lewis Manor Well, Park & Ride Well and Ball Park Well) (as noted below under Buildout System Improvements, all future wells are also recommended to be equipped with ammonia addition).
- A feasibility study is recommended to develop an implementation plan for future ASR expansion.

Buildout Potable Water System

Program facility recommendations for the buildout potable water system are shown on Figure ES-3 and described below. A complete listing of recommended potable water system improvements (both program and non-program) to serve projected buildout potable water demands is provided in Chapter 8 along with recommendations for their timing.

Storage Reservoirs

Planning and design of these new storage facilities should be conducted so that the proposed facilities are constructed and operational in time to serve their respective service areas (e.g., Westside, Zone 5 or Zone 6). Because of the additional operational flexibility that Clearwell #3 would provide, it is recommended that Clearwell #3 be constructed as soon as possible. As noted above, no additional storage facilities are required by 2025, but it is recommended that Clearwell #3 be constructed by no later than 2030.

- Westside Tank: Install a new storage tank with a minimum active storage capacity of 1.0 million gallons (MG).
- JJWTP Clearwell #3: Install a new clearwell with a minimum active storage capacity of 1.0 MG to provide storage for Zone 3.

Groundwater Wells

Planning and design of these new groundwater wells should be phased so that the City's ASR Program can be expanded as needed to meet the City's water supply needs, particularly in dry years. A feasibility study for the expansion of the City's ASR Program is included under the 2025 Potable Water System recommendations listed above.

- Westside: Install a new ASR well with a minimum firm pumping capacity of 2,500 gallons per minute (gpm).
- Wainwright: Install a new ASR well with a minimum firm pumping capacity of 2,500 gpm.
- Larsen Park: Install a new ASR well with a minimum firm pumping capacity of 2,500 gpm.
- Ellis: Install a new ASR well with a minimum firm pumping capacity of 1,000 gpm.

Booster Pump Stations

Planning and design of these new booster pumping facilities should be coordinated with the construction of other related facilities (e.g., associated storage tanks) and the timing of new development.

- Zone 3 BPS (JJWTP): Install additional Zone 3 booster pumps at the JJWTP with a minimum firm pumping capacity of 1,500 gpm.
- Westside Zone 1 Tank: Install a new booster pump station with a minimum firm pumping capacity of 4,500 gpm.
- Westside Zone 2 Tank: Install a new booster pump station with a minimum firm pumping capacity of 2,400 gpm.

New Potable Water Pipelines

Planning and design of these new pipelines should be coordinated with the timing of new development.

- To serve buildout potable water demands, install approximately 131,280 lf of new pipelines (in addition to the proposed 2025 pipelines) ranging in diameter from 12 to 20 inches.

Interconnections

Planning and design of these new interconnections should be coordinated with the timing of new development in the respective pressure zones.

- Install the following interconnections between pressure zones to provide supply during peak demands and/or emergency conditions:
  - Westside Pressure Regulating Station (PRS) (from Zone 2 into Zone 1)
  - Avenues Pressure Reducing Valve (PRV) (from Ellis Reduced Zone into Zone 2)
- To provide adequate pressure to the Plan C area and prevent the accumulation of stagnant water in dead-end mains, installation of six (6) PRVs is recommended before the Plan C re-zoning occurs (to be funded through Plan C).

Re-zoning

Planning and design of this rezoning should be coordinated with the timing of the new Zone 3 pipeline from the JJWTP.

- Re-zone the Plan C area from Zone 2 to Zone 3 (to be funded through Plan C).

System Control and Data Acquisition (SCADA) System and Backup Power

Planning and design of the recommended SCADA system improvements and backup power should be prioritized and completed as soon as possible, as these improvements will improve operational flexibility and reliability.

- Install SCADA system monitoring of flows and pressures at PRS #1-#6 to provide operators with additional understanding and flexibility in system operations.
- Add remote operation of Well 8 from the SCADA system to provide additional operational flexibility.
- Install SCADA system monitoring of flows and pressures at each new water supply facility to provide operators with real-time system data and flexibility in system operations.
- Install on-site backup power to any proposed buildout system pumping facility to improve supply reliability.

JJWTP Expansion

- A future additional 10 mgd expansion of the JJWTP (for a total treatment capacity of 40 mgd) is recommended to provide the City with additional water treatment capacity, as well as operational flexibility and reliability. The expansion would also include a new administration/maintenance building to accommodate future staffing needs and maintenance activities.

Participation in Phase 2 Los Vaqueros Reservoir Expansion Project

- The City's participation in the Phase 2 Los Vaqueros Reservoir Expansion Project would increase the City's water supply reliability by providing storage of supplies for use in dry years.
- The estimated cost for 5,000 acre-feet of storage for the City will be approximately $10 million plus an additional $1.5 million for implementation and will be shared by existing rate payers and new development.

Participation in the B.F. Sisk Dam Raise & Reservoir Expansion Project

- The City's participation in the B.F. Sisk Dam Raise & Reservoir Expansion Project would increase the City's water supply reliability by providing storage of supplies for use in dry years.
- The estimated cost for 5,000 acre-feet of storage for the City will be approximately $38 million and will be shared by existing rate payers and new development.

Water Master Plan Updates

- Regular updates of this Citywide Water System Master Plan are recommended to evaluate potable water and recycled water infrastructure needs to reflect any changes in future development plans, water use trends and patterns, and water supply availability and reliability, as well as new regulations and operational needs as new potable water and recycled water system infrastructure is constructed. It is recommended that updates be prepared at least once every 10 years, or more often if changing conditions warrant more frequent updates. For purposes of this Citywide Water System Master Plan Update, three future updates are planned.

EVALUATION OF FUTURE RECYCLED WATER SYSTEM

Chapter 9 of this Citywide Water System Master Plan Update identifies the improvements necessary to support the City's projected future recycled water demands and the recycled water exchange agreement. Recommended improvements are based on evaluations of the future (2025 and buildout) recycled water system's treatment, storage, and pumping capacities, as well as its ability to meet recommended performance and operational criteria under maximum day demand plus fill and peak hour demand scenarios.

Recycled water facility improvements are identified at a Master Plan level and do not necessarily include all required on-site infrastructure nor constitute design of improvements. Subsequent detailed design is required to determine the sizes and locations of the proposed improvements. Further, the recycled water hydraulic model is not an "all pipes" model (i.e., not all smaller diameter pipelines are included), so the hydraulic simulations performed may not identify all necessary system improvements. West Yost recommends conducting additional hydraulic evaluations as development details become available.

The following recommendations exclude non-backbone facilities that only serve a specific development, instead focusing on backbone facility improvements with more widespread system benefit. These shared facilities are designated program facilities.

2025 Recycled Water System

Program facility recommendations for the 2025 recycled water system are shown on Figure ES-4 and described below. A complete listing of recommended recycled water system improvements (both program and non-program) to serve projected 2025 recycled water demands is provided in Chapter 9 along with recommendations for their timing.

Booster Pump Stations

- Zone C Booster Pump Station (BPS): Install a new booster pump station with a minimum pumping capacity of 1,700 gpm.

New Recycled Water Pipelines

- To serve 2025 recycled water demands, install approximately 11,370 lf of new pipelines ranging in diameter from 8 to 30 inches.
- To deliver recycled water to the DMC as part of the City's planned recycled water exchange program, install approximately 23,680 lf of new, 30-inch diameter pipeline (as described above, the exchange program is an essential part of the City's projected future water supply portfolio and should be implemented as soon as possible).

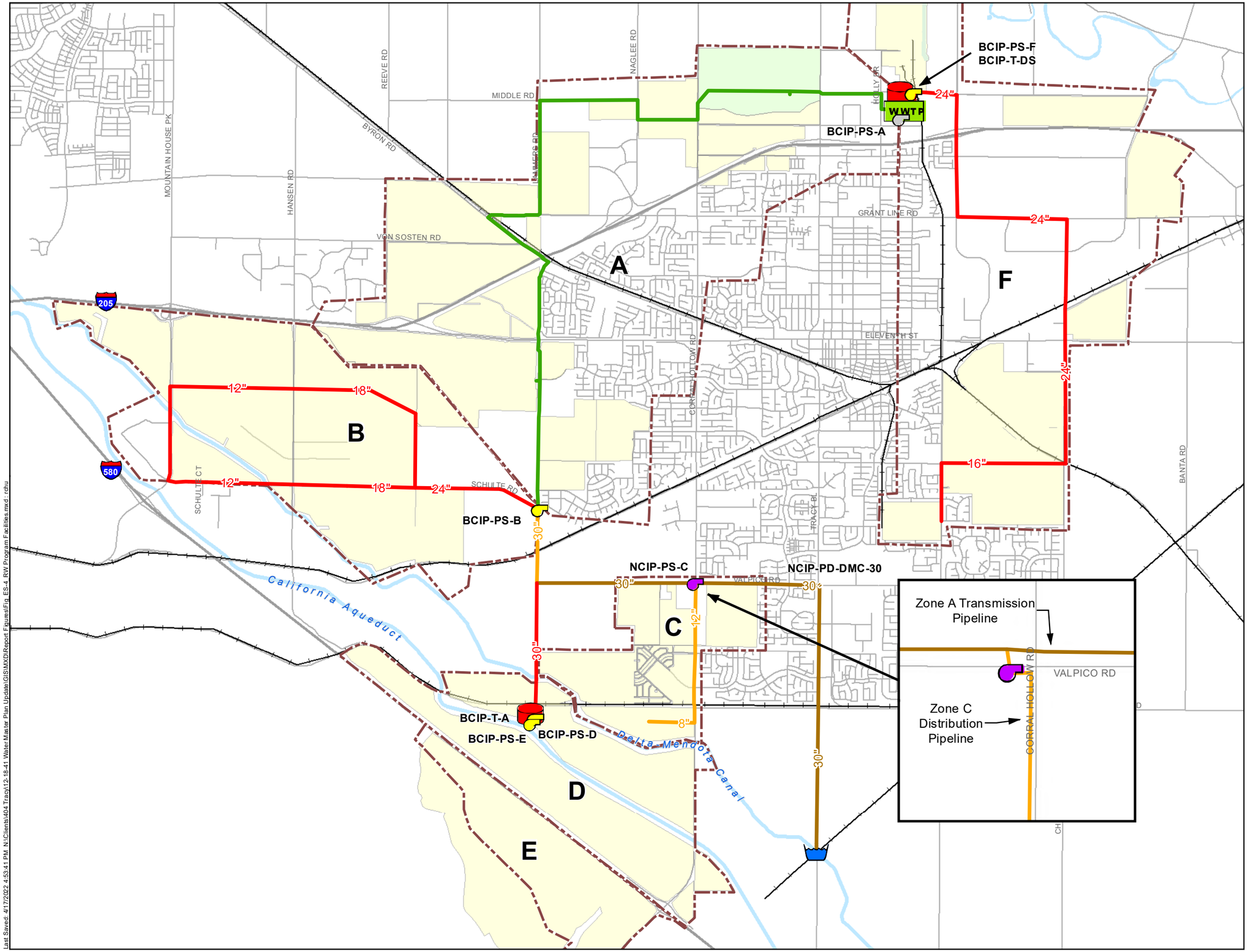
Buildout Recycled Water System

Program facility recommendations for the buildout recycled water system are shown on Figure ES-4 and described below. A complete listing of recommended recycled water system improvements (both program and non-program) to serve projected buildout recycled water demands is provided in Chapter 9 along with recommendations for their timing.

As described in Chapter 9, planning and design for these improvements should be conducted so that these improvements can be constructed and operational as soon as possible, as funding is available, so that recycled water supplies can be used to meet landscape irrigation and other non-potable water demands to minimize the use of potable water supplies for these uses.

Storage Reservoirs

- Zone A Tank: Install an above ground, welded steel storage tank with a minimum active storage capacity of 5.7 MG.
- WWTP Diurnal Tank: Install a partially buried, prestressed concrete diurnal storage tank at the WWTP with a minimum active storage capacity of 2.3 MG; the need for this storage will depend on WWTP diurnal flow patterns, and it is recommended that the City re-evaluate the required diurnal storage at the WWTP by performing a diurnal flow study in 2040.



Symbology

Proposed Buildout Program Facilities

- Buildout Booster Pump Station
- Buidlout Storage Tank
- Buildout System Pipeline

Proposed 2025 Program Facilities

- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta-Mendota Canal Pipeline
- Delta-Mendota Canal Discharge Point

Existing System Facilities

- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing System Pipeline
- Legacy Fields
- Future Recycled Water Use Area
- Recycled Water Pressure Zone

Notes:

1. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
2. Jack and bore pipeline projects are not shown, but jack and bore is required for canal, railroad, or major highway crossings.
3. Install SCADA system monitoring of flows and pressures at each new facility.
4. Only existing and program facilities are shown.

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Figure ES-4

Recommended Future Recycled Water System Program Improvements

City of Tracy
Water System Master Plan Update

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Booster Pump Stations

- Zone A BPS Expansion: Install additional booster pumps with a minimum pumping capacity of 3,472 gpm.
- Zone B: Install a new booster pump station with a minimum pumping capacity of 5,780 gpm.
- Zone D BPS: Install a new booster pump station with a minimum pumping capacity of 2,700 gpm.
- Zone E BPS: Install a new booster pump station with a minimum pumping capacity of 2,000 gpm.
- Zone F: Install a new booster pump station with a minimum pumping capacity of 4,400 gpm.

New Recycled Water Pipelines

- To serve buildout recycled water demands, install approximately 42,790 lf of new pipelines (in addition to the proposed 2025 pipelines) ranging in diameter from 16 to 30 inches.

SCADA System

- Install SCADA system monitoring of flows and pressures at each new water supply facility to provide operators with real-time system data and flexibility in system operations.

RECOMMENDED CAPITAL IMPROVEMENT PROGRAM

Chapter 10 of this Citywide Water System Master Plan Update presents the recommended Capital Improvement Program (CIP) for the City's existing and future (2025 and buildout) potable water system and proposed future (2025 and buildout) recycled water system to support the City's projected buildout potable water and recycled water demands, respectively. These costs are summarized in Table ES-4. A detailed breakdown of the costs is provided in Chapter 10.

Costs exclude non-backbone facilities that only serve a specific development, as costs associated with those facilities will be borne solely by the corresponding developers. Table ES-4 only includes costs for program facilities.

Table ES-4. Summary of Probable Construction Costs for Recommended Potable and Recycled Water System Improvements[a]

Recommended Improvements	CIP Cost (includes mark-ups)[b,c]
Potable Water System	
Existing Potable Water System CIP (see Table 10-1)	$1,960,000
2025 Potable Water System CIP (see Table 10-2)	$21,988,000
Buildout Potable Water System CIP (see Table 10-3)[d]	$211,916,000
Previous Water Treatment Plant Expansion Buy-in Cost[e]	$27,000,000
Total Potable Water System CIP	**$262,864,000**
Recycled Water System	
2025 Recycled Water System CIP (see Table 10-4)	$27,924,000
Buildout Recycled Water System CIP (see Table 10-5)	$65,528,000
Total Recycled Water System CIP	**$93,452,000**

(a) Includes only costs for program facilities; improvements benefiting only specific developments are excluded.
(b) Estimated construction costs do not reflect an adjustment to account for the current economic bidding climate.
(c) CIP cost includes mark-ups equal to 40 percent (General Contingency: 15 percent; Design and Planning: 10 percent; Construction Management: 10 percent; and Program Administration: 5 percent) and are based on 2020 dollars.
(d) Includes cost for participation in Phase 2 Los Vaqueros Reservoir Expansion Project and the B.F. Sisk Dam Raise & Reservoir Expansion Project which is to be shared between existing rate payers and new development.
(e) The JJWTP was last expanded in 2008. The cost presented in this line item represents the buy-in cost for the portion of the expanded capacity to be utilized by new developments (estimated to be 9 mgd). The cost for the recommended additional 10 mgd expansion of the JJWTP is included in the Buildout Potable Water System CIP (see Table 10-3).

CHAPTER 1
Introduction

1.1 CITYWIDE WATER SYSTEM MASTER PLAN UPDATE PURPOSE

The purpose of this Citywide Water System Master Plan Update for the City of Tracy (City) is to provide an evaluation of the required backbone potable water and recycled water system facilities required to serve existing and future needs. The City's last Citywide Water System Master Plan was completed in 2012 and was based on projected land uses included in the City's 2011 General Plan. Since that time, significant new residential and commercial development has occurred in the City (including the International Park of Commerce within the Cordes Ranch Specific Plan area, Tracy Ellis, Tracy Hills and numerous smaller projects) and planning for future developments has been refined. Also, during that same time, the State endured five years of drought starting in 2012, including the driest four consecutive years in California history. These unprecedented conditions led to statewide mandated water conservation, significant surface water supply reductions and curtailments and legislation establishing new water efficiency standards.

All of these factors have led to a need to reevaluate the City's potable water and recycled water needs, the projected availability and reliability of the City's water supplies and the required water system infrastructure improvements to ensure a safe and reliable water supply for the City's residents and businesses.

1.2 WATER MASTER PLAN OBJECTIVES

The objectives of this Citywide Water System Master Plan Update are to:

- Evaluate existing water demands to understand current water use patterns and trends and project future water demands for near-term (2025), future (2040) and General Plan buildout conditions.
- Provide an updated evaluation of the availability and reliability of the City's existing and future water supplies and their ability to meet existing and future water demands considering recent changes in projected supply reliability.
- Review and refine performance and operational criteria under which the potable and recycled water systems will be analyzed and recommendations for future facilities will be formulated.
- Evaluate the need for new backbone potable water facilities (including pipelines, storage facilities and pumping facilities) to serve buildout of the City's General Plan.
- Evaluate the need for new backbone recycled water facilities (including pipelines, storage facilities and pumping facilities) to serve buildout of the City's General Plan.
- Develop a capital improvement program for recommended potable and recycled water system facilities.

1.3 KEY CHANGES FROM THE 2012 CITYWIDE WATER SYSTEM MASTER PLAN

This Cityside Water System Master Plan Update incorporates and considers several changed conditions, new water system facilities, and new water supply opportunities from what was included in the 2012 Citywide Water System Master Plan (WSMP). A summary of these is provided below:

- Changes in Projected Land Use: Compared to the projected land use in 2012 Citywide Water System Master Plan, there has been a significant shift in the City's projected land use composition towards residential development and away from commercial and industrial development. However, when compared to the City's historical and existing land uses, which were primarily residential, the projected land uses for new development are more heavily skewed to non-residential uses (with almost 60 percent of the projected acres of new development being non-residential uses). The future industrial, commercial, and retail growth anticipated in the City's Sphere of Influence is reflective of the City's goal to bring jobs and economic growth and improve the City's jobs-housing balance (see Chapter 3 for additional information).
- Reduction in Unit Water Demands: Due to changes in water use trends and habits resulting from improved water use efficiency, unit water demand factors have been reduced for most land use categories (see Chapter 4 for additional information).
- Reduction in Maximum Day and Peak Hour Demand Factors: Due to changes in water use trends and habits from improved water use efficiency, maximum day and peak hour demand factors have been reduced (see Chapter 4 for additional information).
- Changes in Recycled Water System Planning: Previously, the City was considering implementing the proposed Gateway Exchange Program, under which recycled water service would be extended to most of the existing parks and large irrigated areas in the City to offset the potable water demands from the Gateway development (now called Westside). The Gateway Exchange Program is no longer being considered, and it is projected that only a few existing parks and irrigated areas will receive recycled water supply. Expansion of the recycled water system will focus on extending service to newly developed areas (see Chapters 4 and 9 for additional information).
- Reduction in Surface Water Supply Reliability: Due to unprecedented drought conditions from 2011 through 2017 and new flow restrictions resulting from the 2018 Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary, projected reliabilities of surface water supplies from the Central Valley Project (CVP) and South San Joaquin Irrigation District (SSJID) have been significantly reduced, particularly in dry years. The City has entered into discussions with the Contra Costa Water District and the San Luis & Delta-Mendota Water Authority to explore the City's potential participation in the Phase 2 Los Vaqueros Reservoir Expansion Project to increase the City's water supply reliability by providing storage of supplies for use in dry years (see Chapter 5 for additional information).

- Proposed Recycled Water Exchange Agreement: The City is evaluating the potential for indirect reuse of its available recycled water through an exchange agreement with the United States Bureau of Reclamation (USBR) whereby a portion of the City's tertiary-treated wastewater (recycled water) would be discharged to the Delta Mendota Canal (DMC) and a like amount of water (i.e., a one-to-one exchange) could then be diverted from the DMC by the City for treatment at the City's John Jones Water Treatment Plant (JJWTP) for potable use. Such supplies would be 100 percent reliable and would not be subject to drought cutbacks. With the potential reduction in reliability of the City's surface water supplies from the CVP and SSJID during dry years, this proposed recycled water exchange agreement will be a critical component of the City's future water supply portfolio (see Chapter 5 for additional information).
- Reduction in Emergency Storage Requirement: The 2012 WSMP used an emergency storage volume requirement of two (2) times the average day demand. After reviewing emergency storage criteria for other similar water systems within the region, and taking into account the City's redundant sources of supply (CVP, SSJID, and groundwater), it is recommended that the City reduce the minimum quantity of emergency storage volume required to 1.5 times the average day demand for this Citywide WSMP Water System Master Plan Update (see Chapter 6 for additional information).
- Addition of New Water System Facilities: Several new water system facilities have been recently completed which provide for added water system capabilities. These include the Cordes water storage tank and pump station, the Tracy Hills water storage tank and pump station (nearing completion as of September 2021), new pump stations at the City's JJWTP to serve the City's Pressure Zone 3 and initial phases of the Tracy Hills development, and a recycled water pump station and pipeline on the west side of the City to distribute recycled water supplies from the City's Wastewater Treatment Plant to recycled water users on the western side of the City (see Chapters 7 and 9 for additional information).
- Renaming of Potable Water Pressure Zones: To minimize confusion when referring to the City's primary potable water system pressure zones, the potable water system pressure zones have been renamed as follows:
  - Pressure Zone 1 – no change
  - Pressure Zone 2 – no change
  - City-side Pressure Zone 3 – now referred to as Pressure Zone 3
  - Tracy Hills Pressure Zone 3 – now referred to as Pressure Zone 4
  - Tracy Hills Pressure Zone 4 – now referred to as Pressure Zone 5
  - Tracy Hills Pressure Zone 5 – now referred to as Pressure Zone 6

  The remainder of this Citywide Water System Master Plan Update, and all subsequent water system evaluations and studies, will utilize these new pressure zone designations.

1.4 REPORT ORGANIZATION

This Citywide Water System Master Plan Update is organized into the following chapters:

Chapter 1:	Introduction
Chapter 2:	Water Supply and Infrastructure System Objectives, Goals and Recommendations
Chapter 3:	Land Use Assumptions
Chapter 4:	Existing and Future Water Demands
Chapter 5:	Existing and Future Water Supplies
Chapter 6:	System Performance and Operational Criteria
Chapter 7:	Existing Potable Water System Evaluation
Chapter 8:	Future Potable Water System Evaluation
Chapter 9:	Recycled Water System Evaluation
Chapter 10:	Recommended Capital Improvement Program

The following appendices to this Citywide Water System Master Plan Update contain additional technical information, assumptions and calculations:

Appendix A:	Land Use Assumptions and Projected Water Demands for New Developments
Appendix B:	JJWTP Expansion Project Site Plan, Process Schematic, and Hydraulic Profile
Appendix C:	Existing Potable Water System Hydraulic Grade Schematic
Appendix D:	Lammers Road and Hood Way Design Recommendation Technical Memoranda
Appendix E:	Cost Estimating Assumptions
Appendix F:	Proposed Future Potable Water System Facility Improvements
Appendix G:	Proposed Future Recycled Water System Facility Improvements

1.5 ACKNOWLEDGEMENTS

The development of this Citywide Water System Master Plan Update would not have been possible without the focused involvement and assistance of City staff. In particular, the following staff provided comprehensive information, significant input and important insights throughout development of this Citywide Water System Master Plan Update:

- Robert Armijo, City Engineer/Assistant Director of Development Services
- Steve Bayley, Project Specialist
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- Aleck Cheney, Engineer
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- Vicki Lombardo, Senior Planner
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- Karin Schnaider, Director of Finance
- Don Scholl, Director of Public Works
- Kul Sharma, Director of Utilities
- Paul Verma, Senior Civil Engineer
  (Project Manager for the Citywide Water System Master Plan Update)
- Thomas Ward, Construction Inspector

CHAPTER 2
Water Supply and Infrastructure System Objectives, Goals, and Recommendations

2.1 OVERVIEW

The recent California drought conditions, environmental restrictions in the San Joaquin Delta, increasing population, and limited water resources are serious problems affecting water agencies statewide. Many water agencies have adopted ordinances and taken other measures to ensure a reliable water supply for their customers. Unfortunately, the challenge of sustaining a water supply for future generations is becoming more and more challenging each year.

This chapter presents an overview of the City's water supply and infrastructure system objectives and goals, describes existing policies, and provides recommendations for future measures to help the City meet those objectives and goals.

2.2 OVERALL WATER SYSTEM OBJECTIVES AND GOALS

This Citywide Water System Master Plan Update has been prepared based on the following overall water system objectives and goals:

- Ensure safe, adequate and reliable water supplies for the City's existing and future residents and businesses.
- Support the goals, objectives and policies of the City's General Plan, particularly those contained in the Public Facilities and Services Element.
- Comply with existing and future legislation and regulations for both potable and non-potable (recycled) water supplies including, but not limited to, the following:
  - Support the City's compliance with legislation related to reducing greenhouse gases (Assembly Bill (AB) 32[1] and Senate Bill (SB) 375[2]) by improving the efficiency of water system facility operations when feasible.
  - Comply with the California Green Building Standards Code, and other "green" building guidelines, as they relate to standards for interior and exterior water use, to promote more efficient use of the City's water supplies.

[1] AB 32 California Global Warming Solutions Act of 2006: Signed into law September 27, 2006; requires the California Air Resources Board (CARB) to develop regulations and market mechanisms that will ultimately reduce California's greenhouse gas (GHG) emissions by 25 percent (to 1990 levels) by 2020.

[2] SB 375: Signed into law September 30, 2008; requires each metropolitan region to adopt a "sustainable community strategy" (SCS) in its regional transportation plans to encourage compact development that aligns with regional GHG emissions reduction targets set by the CARB; enhances the CARB's ability to reach AB 32 goals; intended to promote more environmentally-friendly communities, more sustainable developments, less time people spend in their cars, and more alternative transportation options.

- Comply with the Water Conservation Act of 2009 (SB X7-7) which was passed in November 2009 to increase water use efficiency by reducing per capita water use statewide with a goal to increase the sustainability and extend the longevity of the City's existing water supplies. Per SB X7-7, the City's adopted per capita water use targets are 204 gallons per capita per day (gpcd) (2015 interim target) and 181 gpcd (2020 final target). The City's per capita water use in 2015 was 142 gpcd, which was well below the City's 2015 interim target. The City's per capita water use in 2020 was 181 gpcd, equal to the City's 2020 final target. Additional discussion on the City's per capita water use and compliance with SB X7-7 is provided in Chapter 4.
- Comply with the Sustainable Groundwater Management Act (SGMA) which became effective in January 2015 with the passage of comprehensive groundwater legislation contained in SBs 1168 and 1319, and AB 1739. The legislative intent of SGMA is to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater. Discussion on the City's compliance activities related to SGMA is provided in Chapter 5.
- Comply with SB 606 and AB 1668 which were passed in May 2018 and established new statewide water use efficiency standards for indoor residential water use, outdoor residential water use, commercial, industrial and institutional irrigation of landscaped areas and distribution system water loss. A primer entitled "Making Water Conservation a California Way of Life" was developed to be a reference document for the implementation of the complex 2018 legislation. Discussion on the City's compliance with SB 606 and AB 1668 is provided in Chapter 4.

The following sections of this chapter describe the City's existing policies and recommended measures for water conservation, recycled and non-potable water, and water system facility operations, to help meet these overall water system objectives and goals.

2.3 CITY OF TRACY WATER CONSERVATION PROGRAMS

2.3.1 Existing Water Conservation Programs



The City has an on-going water conservation program that includes residential surveys, public and school education programs, rebates for water-efficient appliances and other specific programs. These programs have been successful in reducing water use, especially during the recent drought. In the late 1980's and early 1990's, the City's overall per capita water use was about 300 gpcd. However, since the late 1990's, the City's overall per capita water use has been significantly reduced. Since 2008, the City's average overall per capita water use has been 170 gpcd.

In 2015 and 2016, which were dry years, and years in which overall water demands were affected by water conservation measures and water use restrictions, the City's per capita water use dropped to 142 and 146 gpcd, respectively.

The City also has a Water Shortage Contingency Plan (WSCP) which was originally developed in 1992. The City's WSCP was updated in June 2015 to incorporate mandatory prohibitions on water use required by State Water Resources Control Board (SWRCB), and again updated in early 2021 in conjunction with the City's 2020 Urban Water Management Plan (UWMP) based on new requirements for WSCPs. The WSCP includes mandatory water use prohibitions and restrictions which are always in effect, triggers for implementation of various stages of the WSCP based on various water supply shortage scenarios, and specific water use restrictions for each stage of the WSCP, which are intended to reduce the City's water demand by up to 50 percent and greater than 50 percent in the event of a water supply emergency or a drought condition. Water use restrictions in each stage of the WSCP become increasingly restrictive as needed to reduce the City's water demand.

The City's current WSCP is included in Section 8 of the City's 2020 UWMP. The Tracy Municipal Code (Chapter 11.28 Water Management, Article 5 Drought and Other Water Emergency and Article 6 Water Conservation and Rationing Plan, Water Emergency Plan, Variances and Appeals) will be updated in late 2021 to be consistent with the latest updates to the WSCP.

2.3.2 Water Efficient Landscape Ordinance

About half of the urban water is used for landscape irrigation in California. Large water savings can be gained by efficient landscape design, installation, and maintenance. New development and retrofitted landscape water efficiency standards are governed by the State Model Water Efficient Landscape Ordinance (MWELO) which is codified in the California Code of Regulations Title 23 Waters, Division 2 Department of Water Resources, Chapter 2.7 Model Water Efficient Landscape Ordinance. All agencies must adopt, implement, and enforce the MWELO or a more stringent ordinance. The City has adopted MWELO and it is included in the Tracy Municipal Code Chapter 11.28 Water Management, Article 8 Water Efficient Landscape Ordinance.

Key components of MWELO include requirements for the following:

- Landscape design plans (e.g., plant selection, slopes, guidelines for water features, etc.)
- Irrigation design plans (e.g., separate meters for large landscape areas, automatic irrigation controllers utilizing evapotranspiration or soil moisture sensor data, use of rain sensors, etc.)
- Grading design plans (e.g., erosion and runoff protection)
- Irrigation scheduling and the development of a maximum applied water allowance (e.g., allowable water days and times, landscape water budgets, etc.)
- Landscape and irrigation maintenance scheduling
- Irrigation audits, irrigation surveys and irrigation water use analysis
- Use of recycled water (e.g., landscape irrigation, decorative water features)

2.4 RECYCLED AND NON-POTABLE WATER ORDINANCE

In 2002, the City adopted a Recycled and Non-Potable Water Ordinance which established the policy that recycled water may be used for non-potable uses within the City's designated recycled water use areas (as defined in the Tracy Municipal Code in Chapter 11.30 Recycled and Non-Potable Water). Specific provisions include the following:

> *11.30.030 (b) Each subdivision for which a tentative map or parcel map is required under Government Code section 66426 and located within designated recycled water use areas is required to install a recycled water distribution system to provide recycled water to the common areas[3] of the subdivision and for any industrial cooling or processing uses in the subdivision.*

The intent of this existing City policy is to require new development to use recycled water for landscape irrigation on professionally managed and maintained landscapes located within the City, such as golf courses, parks, greenbelts, and landscaped streets and medians, and for any applicable industrial cooling or processing purposes. This applies to all land use designations within the City's General Plan including, but not limited to, residential, commercial, industrial, and institutional. The only exception is landscaped areas within residential land uses which are maintained by private homeowners (e.g., private backyards or front yards which are not considered common areas); recycled water will not be required for landscape irrigation in these privately maintained areas.



To further encourage and expand the future use of recycled and/or non-potable water within the City, the following additional measures should be considered:

- Require the use of recycled or non-potable water for all decorative water features and artificial lakes.
- Require that existing large, landscaped areas currently irrigated with potable water supplies, such as City parks and sports fields, be converted to recycled or non-potable water use as opportunities for construction of recycled or non-potable water facilities to serve these existing areas occur .

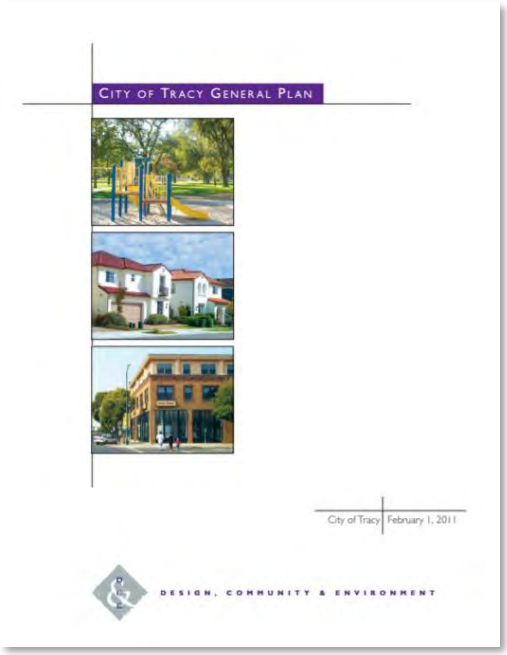
[3] "Common areas" shall include, but not be limited to, golf courses, parks, greenbelts, landscaped streets, and landscaped medians.

- Require that existing facilities with evaporative cooling systems and other industrial cooling processes currently using potable water supplies be converted to recycled or non-potable water use as opportunities for construction of recycled or non-potable water facilities to serve these existing areas occur.

As described further in Chapters 4, 5, and 9, the City has begun construction of a recycled water distribution system to deliver recycled water supplies to designated use areas.

2.5 CITY OF TRACY GENERAL PLAN WATER SERVICE GOALS, OBJECTIVES AND POLICIES

The City's General Plan, last updated in 2011, includes a Public Facilities and Services Element that provides information and policy guidance to ensure provision of facilities and services that will support existing and new development in the City. It addresses the changing public services and infrastructure needs of Tracy and provides for their logical and timely extension to keep pace with growth. Policies supporting well-maintained infrastructure are essential to achieve broader development objectives and support the future envisioned by the residents of Tracy. Specific goals, objectives and policies for water services are included in the Public Facilities and Services Element.



The General Plan goal for the City's water service is to provide "adequate supplies of water for all types of users" (General Plan Goal PF-6). Specific General Plan objectives and policies associated with this goal are summarized in Table 2-1.

Table 2-1. City of Tracy General Plan Objectives and Policies for Water Service

Objectives	Policies
Objective PF-6.1 Ensure that reliable water supply can be provided within the City's service area, even during drought conditions, while protecting the natural environment.	P1. The City shall promote water conservation by implementing the Best Management Practices contained in the UWMP. P2. The City shall continue to acquire additional sources of water supplies to meet the City's future demands. P3. To the extent feasible, the City shall use surface water supplies to meet daily water needs and reduce reliance on groundwater supplies. P4. The City shall establish water demand reduction standards for new development and redevelopment to reduce per capita and total demand for water.
Objective PF-6.2 Provide adequate water infrastructure facilities to meet current and future populations.	P1. The City shall maintain water storage, conveyance and treatment infrastructure in good working condition in order to supply domestic water to all users with adequate quantities, flows and pressures. P2. Storage reservoirs should be buried or partially buried depending on local groundwater conditions to allow for the joint use of the site with parks or recreational facilities, unless reservoirs are elevated to provide a gravity flow system, in which case the reservoirs shall be screened by landscaping and/or earthen berms.
Objective PF-6.3 Promote coordination between land use planning and water facilities and service.	P1. Structures with plumbing that are located within the City limits shall connect to the City water supply system. P2. New developments shall dedicate land for utility infrastructure such as treatment facilities, tanks, pump stations and wells as needed to support the development of their project. P3. The City shall be responsible for constructing new transmission water lines, as needed to meet future needs. Individual development projects shall be responsible for the construction of all water transmission means. P4. All new water facilities shall be designed to accommodate expected capacity for buildout of areas served by these facilities but may be constructed in phases to reduce initial and overall costs. P5. The availability of sufficient, reliable water shall be taken into account when considering the approval of new development. P6. Costs for water service expansion shall be distributed among new water users fairly and equitably.
Objective PF-6.4 Design and manage water system facilities for reliability during catastrophic events such as fires, power outages, droughts and earthquakes.	P1. Groundwater supplies should be reserved for emergency use during water treatment shutdowns, short-term shortages of surface water supplies or during droughts. P2. Backup emergency power systems shall be provided at all essential water facilities that rely on electric power. P3. Storage reservoir facilities should be located at naturally high topographic locations to capitalize on gravity flow, whenever possible. P4. Future water systems and facilities shall be designed to minimize the likelihood of damage from vandalism or terrorist activity.
Objective PF-6.5 Use recycled water to reduce non-potable water demands whenever practicable and feasible.	P1. The City shall provide recycled water systems, including pipelines, pump stations and storage facilities, to serve primarily City-owned facilities, schools and parks as funding becomes available. P2. Recycled water piping systems ("purple pipe") shall be constructed as appropriate in all new development projects to facilitate the distribution and use of recycled water. The specific location and size of the recycled water systems shall be determined during the development review process. P3. Recycled water shall be used for all public properties and large private open spaces or common areas to the extent feasible. P4. The City shall plan for recycled water infrastructure in the City's Infrastructure Master Plans and, to the extent feasible, recycled water should be utilized for non-potable uses, such as landscape irrigation, dust control, industrial uses, cooling water and irrigation of agricultural lands.

2.6 COMPLIANCE WITH CALIFORNIA GREEN BUILDING STANDARDS CODE

The California Green Building Standards Code, also known as CALGreen, was the first-in-the-nation mandatory green building standards code. In 2007, the California Building Standards Commission (CBSC) developed green building standards in an effort to meet the goals of California's landmark initiative AB 32 California Global Warming Solutions Act of 2006, which established a comprehensive program of cost-effective reductions of GHG to 1990 levels by 2020.

The 2008 CALGreen Code was first published in Part 11 of California's Title 24 Code and became effective on August 1, 2009. It included primarily voluntary green building standards for non-residential buildings, and mandatory standards for low-rise residential buildings. The 2010 CALGreen Code established mandatory and voluntary provisions for residential and non-residential construction. The 2016 CALGreen Code and later code supplements updated these provisions with an effective date of July 1, 2018. The 2019 CALGreen Code was published July 1, 2019 with an effective date of January 1, 2020.

The City adopted the 2019 CALGreen Code on November 19, 2019.

The key mandatory provisions of CALGreen are as follows:

- Residential Mandatory Measures:
  - Reduce indoor potable water use by installing ultra-low-flow fixtures and appliances (e.g., 1.8 gallons per minute (gpm) showerheads, 1.8 gpm kitchen faucets, 1.28 gallons/flush toilets, 0.125 gallons/flush wall-mounted urinals).
  - Residential developments with a total landscape area equal to or greater than 500 square feet shall establish landscape irrigation water budgets which conform to the local water efficient landscaping ordinance or to the State MWELO where no local ordinance is applicable.
  - Newly constructed residential developments may be required to have recycled water supply systems installed where disinfected tertiary recycled water is available from a municipal source.
- Non-Residential Mandatory Measures:
  - For buildings in excess of 50,000 square feet, provide separate submeters for each individual leased, rented or other tenant space within the building projected to consume more than 100 gallons per day.
  - Reduce indoor potable water use by 20 percent by installing ultra-low-flow fixtures and appliances (e.g., 1.8 gpm showerheads, 1.8 gpm kitchen faucets, 1.28 gallons/flush toilets, and 0.125 gallons/flush wall-mounted urinals).
  - Establish landscape irrigation water budgets which conform to the local water efficient landscaping ordinance or to the State's MWELO where no local ordinance is applicable.

— Newly constructed non-residential developments are required to have a recycled water supply system installed where a disinfected tertiary recycled water supply pipeline from a municipal source is within 300 feet of the construction site boundary.

Voluntary measures included in the CALGreen Code include further reductions in indoor water use in both residential and non-residential buildings, installation of low-water consumption irrigation systems, installation of rainwater systems, installation of graywater systems, landscaping with noninvasive species, and installation of dual plumbing systems.

2.7 RECOMMENDATIONS FOR NEW DEVELOPMENT AND NEW WATER SYSTEM FACILITIES

In addition to the various guidelines described above, and to allow the City to meet its water conservation goals and maintain the long-term sustainability of its water resources, the following recommendations should be considered for new development projects and new water system facilities in the City:

- Require new development projects to offset or mitigate its water demands if demands exceed those accounted for in the Citywide Water System Master Plan Update based on buildout of the City's adopted General Plan. The offset or mitigation may be achieved by reducing the water demands within the project (through the implementation of water conservation measures and/or incorporation of recycled water use) and/or participating in a project to reduce potable water demands in another portion of the City to offset the potable water demands of the proposed project.
- Establish designated utility corridors within new development areas to be within public rights-of-way to minimize or eliminate the need for utility easements within private property.
- Install solar power systems, or alternative power sources, at existing and new pump stations and other water system facilities, as feasible, to reduce electrical power consumption.
- Increase the frequency of routine operations and maintenance (O&M) activities for existing pump stations and wells to maintain pump efficiencies and reduce power demands.

2.8 PRINCIPLES FOR SUSTAINABLE INFRASTRUCTURE IN THE CITY OF TRACY

In November 2009, the City developed a list of principles for sustainable infrastructure for use in developing its 2012 Infrastructure Master Plans[4]. Principles were developed for storm drainage, water, wastewater, recycled water, and roadways and transportation and, for the most part, remain applicable for this Citywide Water System Master Plan Update.

The principles related to water infrastructure are summarized as follows:

- Energy efficient design and control systems should be used in all new facilities to minimize power consumption. Look for opportunities to use solar generation facilities.
- Promote and encourage, where feasible, the use of recycled water for non-potable uses in existing and future public landscaped areas.
- Establish and adopt interior and exterior water conservation requirements which are consistent with recommended State guidelines, to the degree possible.
- Require existing City customers to participate in water conservation activities that will enable the City to meet or exceed statewide water conservation requirements.
- Create a water rate structure that supports and provides incentives for water conservation.
- Encourage and create incentives to convert high water use outdoor landscaping to more drought-resistant plantings to facilitate water conservation among existing water users.

As applicable, these sustainability principles are incorporated into this Citywide Water System Master Plan Update as described in the following chapters.

[4] See Chapter 2 and Appendix A of the 2012 Citywide Water System Master Plan.

CHAPTER 3
Land Use Assumptions

3.1 OVERVIEW

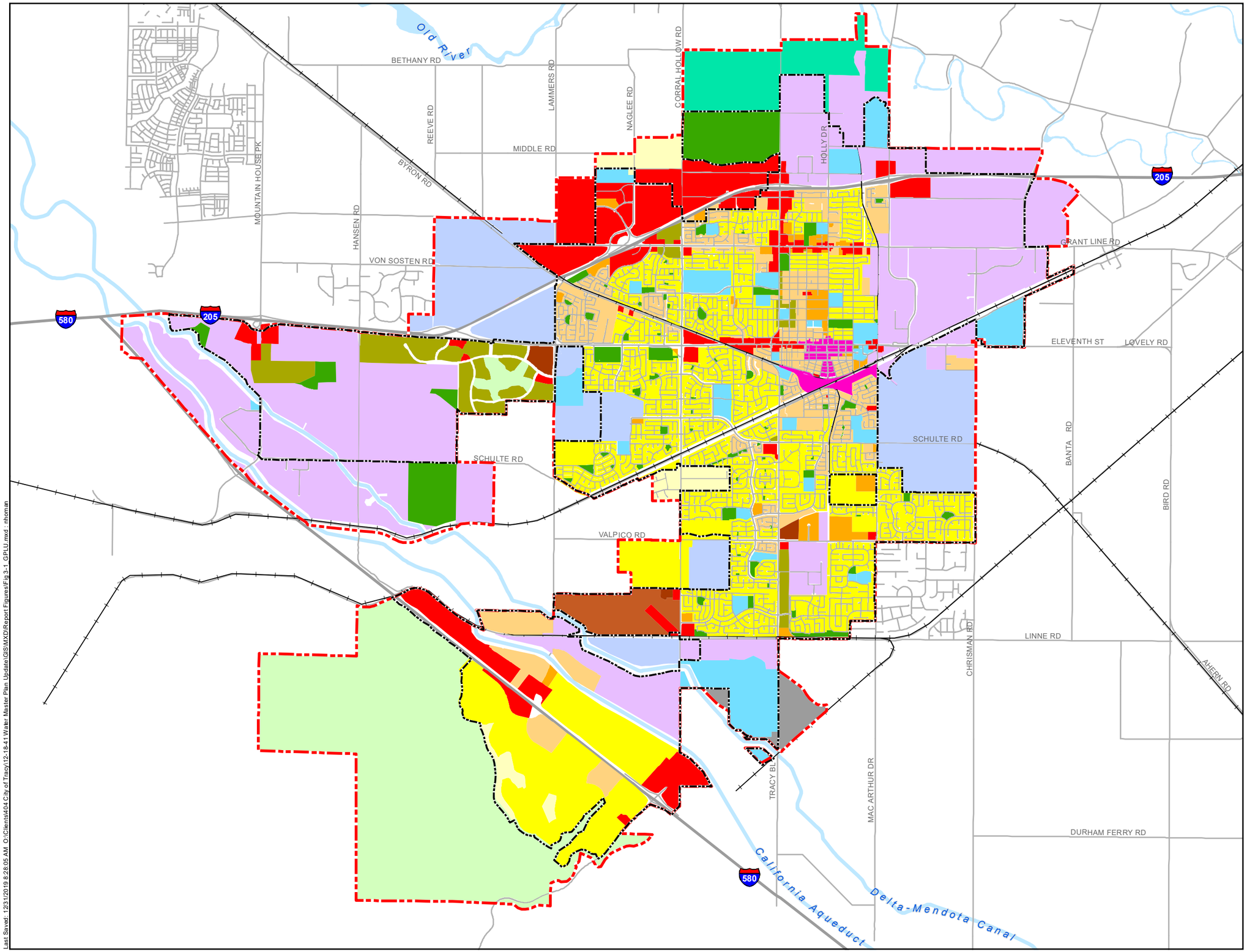
The purpose of this Citywide Water System Master Plan Update is to evaluate the required potable water and recycled water infrastructure to serve buildout of the City's General Plan and Sphere of Influence (SOI). In this Citywide Water System Master Plan Update, the term "buildout" is used to refer to full development of approved projects, additional planned developments, and miscellaneous infill, as identified by the City's Planning Division. However, as it is unclear when buildout will actually occur, no specific year is identified for the buildout condition. Two interim time frames are evaluated in this Citywide Water System Master Plan Update: Year 2025 (near-term) and Year 2040, to help provide prioritization of future system improvements in the period prior to buildout. The following sections present the land use assumptions for the City at 2025, 2040, and buildout time frames.

3.2 CITY OF TRACY GENERAL PLAN AND SPHERE OF INFLUENCE

The City's General Plan is the principal policy document for guiding future planning and development of the City of Tracy, including the SOI, which is the area outside of the City limits that the City expects to annex and urbanize in the future. The SOI area in the City's General Plan is about 16 square miles (existing City limits are approximately 26 square miles, for a total General Plan area of about 42 square miles). The City's most recent General Plan was adopted by City Council on February 1, 2011 and is used as the basis for the City's Infrastructure Master Plans, including this Citywide Water System Master Plan Update. Figure 3-1 illustrates the SOI boundary and the land uses included in the General Plan.

As shown on Figure 3-1, some of the areas outside of the City limits, but within the SOI, are designated as Urban Reserve. Proposed future development within these Urban Reserve areas includes a variety of land uses, such as Residential, Commercial, and Industrial.

Due to the nature of the planning and development process, actual development within the SOI may not conform to the planned land uses shown in the General Plan. Where available, more recent land use data from the City's Planning Division, specific plans, and other available planning documents were used preferentially over the General Plan land uses.



N

0 2,500 5,000

Scale in Feet

Symbology

- City Limits
- Sphere of Influence

General Plan Land Use

- Residential Very Low
- Residential Low
- Residential Medium
- Residential High
- Traditional Residential - Ellis
- Commercial
- Office
- Industrial
- Downtown
- Village Center
- Public Facilities
- Park
- Open Space
- Agriculture
- Aggregate
- Urban Reserve

Notes:
1. General Plan land use GIS file recieved from the City on April 5, 2018.

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WEST YOST ASSOCIATES

Figure 3-1

General Plan Land Use

City of Tracy
Water System Master Plan Update

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3.3 EXISTING AND PLANNED DEVELOPMENT OF THE CITY'S SPHERE OF INFLUENCE

Development of the City's SOI will include the following land use components:

- Existing developed land uses within the City limits
- Approved projects
- Additional planned development
- Miscellaneous infill located in existing developed areas
- Annexation of the Mountain View area

Each of these land use components is discussed in more detail below.

3.3.1 Existing Developed Land Uses

Existing developed land use within the City consists primarily of low-density residential land use. With some exceptions, existing developed land use within the City limits conforms to the General Plan. Water demands from the existing developed land uses will be included in the future water demand projections.

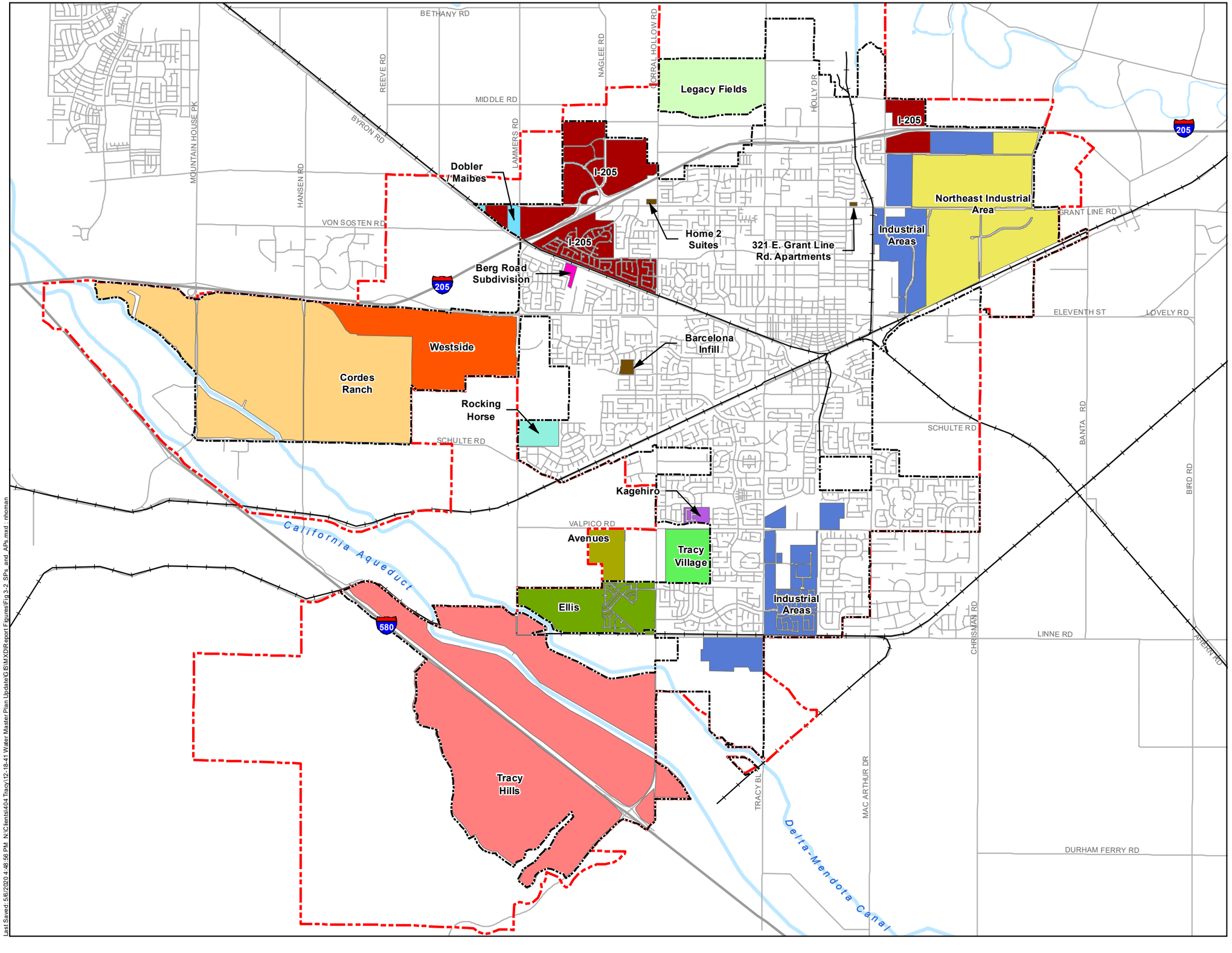
3.3.2 Approved Projects

Approved projects are developments which are far along in the planning process. Future land use can be projected with greater certainty in these areas due to available tentative maps, Environmental Impact Reports (EIRs), hydraulic evaluations, or other planning documents which have been prepared for these developments. Figure 3-2 shows the location of the approved projects in the City.

Table 3-1 summarizes the approved projects in the City. Many of the areas listed in Table 3-1 are partially developed, including the Cordes Ranch, Ellis, and Tracy Hills Specific Plan areas, which have ongoing and rapid development occurring within them.

As discussed in Chapter 4, water demands for the developed portions of these projects are included in the City's existing water demands[1]. Land use data regarding the number of residential dwelling units and non-residential acres remaining to be developed within each of these approved projects were obtained from the data sources listed in Table 3-1. This data was then used to estimate the anticipated additional future water demands associated with completion of these specific plans and projects, which are included in the future water demand projections.

[1] Water meter billing data from 2017 were used as the basis for the existing water system. Land use for development which occurred after 2017 is presented as future land use in this Water System Master Plan Update.



Symbology

- City Limits
- Sphere of Influence

Specific Plans

- I-205 Corridor
- Industrial Areas
- Northeast Industrial Area
- Avenues
- Cordes Ranch
- Ellis
- Tracy Hills
- Tracy Village
- Westside

Other Approved Projects

- Berg Road Subdivision
- Dobler / Maibes
- Kagehiro
- Rocking Horse
- Legacy Fields
- Small Approved Projects

Notes:
1. Dobler / Maibes is part of the I-205 Specific Plan area, but is accounted for separately in this WSMP.

TRACY

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Figure 3-2

Approved Projects

City of Tracy
Water System Master Plan Update

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Table 3-1. Summary of Approved Projects

Project Name	Primary Planning Document(s)	Source(s) of Land Use Data Used
I-205 Corridor Specific Plan	Specific Plan dated February 1991	Previous hydraulic evaluations[(a)]; Data from Planning Division[(b)]
Industrial Areas Specific Plan (North and South)	Specific Plan dated June 1988; major Specific Plan amendment dated 1999	Data from Planning Division[(b)]
Northeast Industrial Specific Plan (Phases 1, 2, and 3)	Specific Plan dated July 2012	Hydraulic Evaluation of Northeast Industrial Area (NEI) Specific Plan, West Yost Associates, September 2018
Avenues Specific Plan	Specific Plan dated May 2018	Hydraulic Evaluation of Avenues Specific Plan, West Yost Associates, April 2018
Cordes Ranch Specific Plan	Specific Plan dated September 2013	Previous hydraulic evaluations[(c)]; Data from Planning Division[(b)]
Ellis Specific Plan	Specific Plan dated January 2013	Hydraulic Evaluation of Ellis Specific Plan Phase 2 - The Gardens, West Yost Associates, December 2016; Hydraulic Evaluation of Ellis Specific Plan Phase 3 - Draft TM, West Yost Associates, July 2019
Tracy Hills Specific Plan	Specific Plan dated April 2016	Peer Review and Hydraulic Evaluation for Tracy Hills Phase 1B and 1C, West Yost Associates, May 2020; Data from Planning Division[(b)]
Tracy Village Specific Plan	Specific Plan dated May 2018	Hydraulic Evaluation of Tracy Village Specific Plan, West Yost Associates, February 2018
Westside Specific Plan	Specific Plan area was previously included in the Gateway Specific Plan; Draft EIR is currently being prepared for the Westside Specific Plan	Preliminary tables from Draft EIR
Berg Road Subdivision	-	Berg Road Properties Development Water Distribution System Analysis, Black Water, January 2016
Dobler / Maibes[(d)]	Included in the I-205 Corridor Specific Plan	Data from Planning Division[(b)]
Kagehiro	-	Data from Planning Division[(e)]
Rocking Horse	Initial Study and Mitigated Negative Declaration dated December 2015	Hydraulic Evaluation of South Lammers Road Development, West Yost Associates, May 2015
Legacy Fields (Holly Sugar Sports Park)	Final EIR dated June 2010	2013 City of Tracy Parks Master Plan
Small Approved Projects[(f)]	-	Previous hydraulic evaluations

(a) Land use data from previous hydraulic evaluations was used for the following development projects within the I-205 Corridor Specific Plan area: Sierra Hills, Grant Line Road Apartments, Aspire II, and Harvest.

(b) *Land Uses with TAZ Estimates_06_25_2021_2025_2040_BU_Independent.xlsx*, received from the City on June 25, 2021.

(c) Hydraulic Evaluation of International Park of Commerce (IPC) Buildings 3, 4, and 12, West Yost Associates, May 2017; Hydraulic Evaluation of International Park of Commerce (IPC) Building 25, West Yost Associates, July 2017; Hydraulic Evaluation of International Park of Commerce (IPC) Buildings 22, 23, and Thermo Fisher, West Yost Associates, October 2017; Hydraulic Evaluation of International Park of Commerce (IPC) Buildings 9, 10, and 14, West Yost Associates, May 2018; Hydraulic Evaluation of IPC Building 19A Draft TM, West Yost Associates, August 2019.

(d) Dobler / Maibes is part of the I-205 Corridor Specific Plan area but is accounted for separately in this WSMP Update.

(e) Correspondence from City staff received on August 7, 2019.

(f) Includes Home 2 Suites, 321 E. Grant Line Road Apartments, and Barcelona Infill.

3.3.3 Additional Planned Development

In addition to the approved projects, the City has also identified many additional planned development areas within the City's SOI which will be served by the City in the future. As described above, some of these additional planned development areas are designated as Urban Reserve in the City's General Plan. Projections of future land use in these areas are less certain than those for the approved projects, as there are few, if any, planning documents available. Many of these additional planned development areas are located outside of the existing City limits. As future developments within the City's SOI, but outside the City limits, are approved, they will be annexed and served by the City. Figure 3-3 shows the locations of these additional planned development areas.

Land use projections for additional planned development areas were provided by the City's Planning Division[2]. This data was then used to estimate the anticipated additional future water demands associated with development of the additional planned development areas, which are included in the future water demand projections.

3.3.4 Miscellaneous Infill Development

Vacant parcels that are not covered by any of the areas previously discussed may be developed as miscellaneous infill. Land use projections for development of miscellaneous infill parcels were provided by the City's Planning Division[2]. This data was used to estimate the anticipated additional future water demands associated with development of the infill parcels, which are included in the future water demand projections.

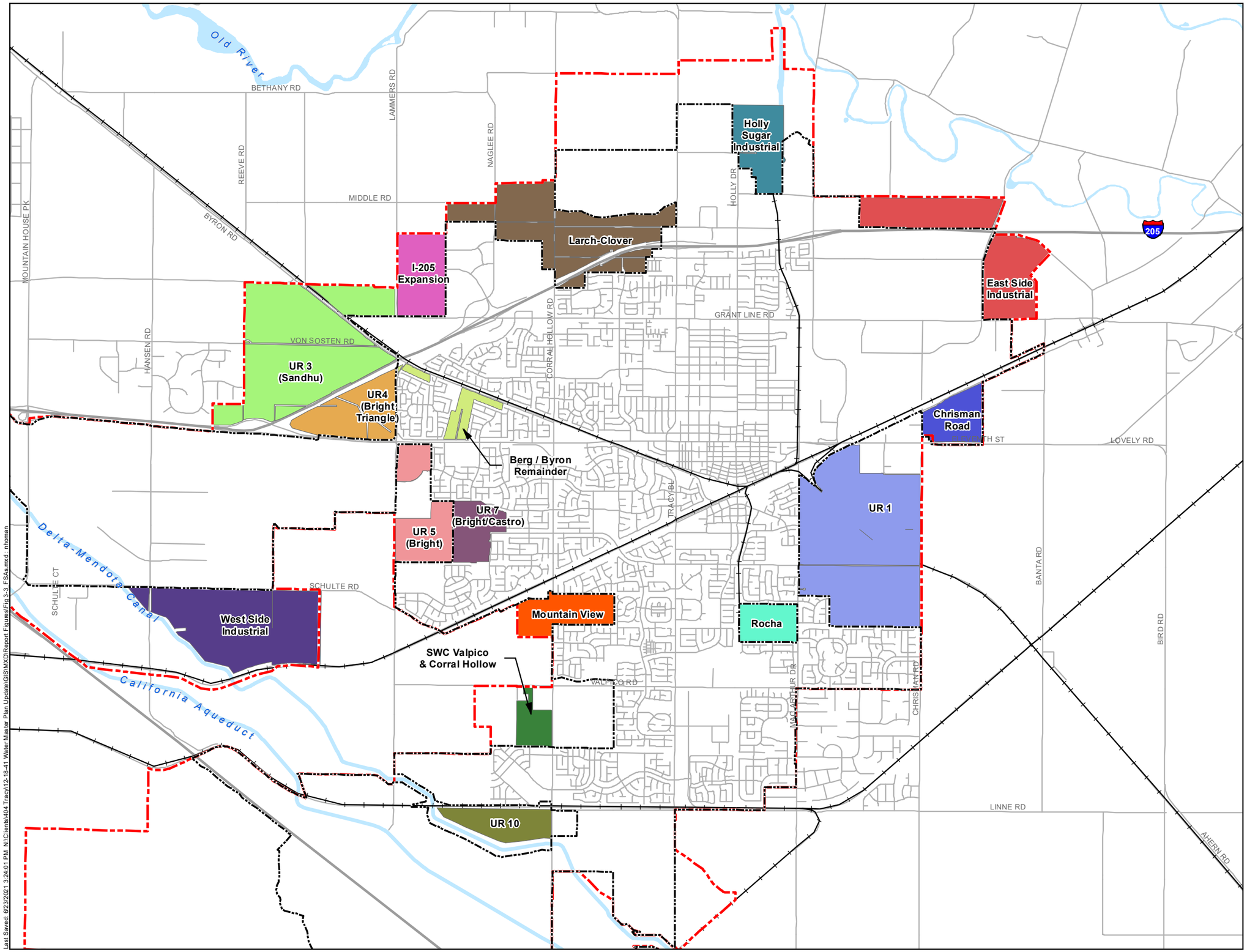
It should be noted that in more urbanized cities throughout California, there has been a recent increase in applications for Accessory Dwelling Units (ADUs), also known as guest houses or granny suites. An ADU is defined as an attached or detached residential dwelling unit built on the same parcel as an existing primary single-family dwelling, which provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Discussions with City staff acknowledge the possibility of an increase in development of ADUs in the future. However, due to the uncertainty in the timing and extent of ADU development in the City, they were not included in the future water demand projections.

3.3.5 Mountain View Annexation

As stated in the City's 2019 Municipal Service Review (MSR), the area of rural residential land use near the intersection of Mountain View Road and Corral Hollow Road may be annexed and served by the City in the future. The location of the Mountain View Annexation is shown on Figure 3-3.

Although the Mountain View area is already developed, extending water service to these homes would increase the City's water demands. Data from the MSR was used to estimate the anticipated additional future water demands associated with extending service to the Mountain View area, which are included in the future water demand projections.

[2] *Land Uses with TAZ Estimates_06_23_2021_2025_2040_BU_Independent.xlsx*, received from the City on June 25, 2021.



Notes:
1. Miscellaneous Infill is not shown. It is assumed that small vacant parcels are evenly distributed throughout the central developed areas of the City.

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Figure 3-3

Additional Planned Development

City of Tracy
Water System Master Plan Update

3.4 DEVELOPMENT TIME FRAMES EVALUATED IN THIS WATER SYSTEM MASTER PLAN UPDATE

Three development time frames are evaluated in this Water System Master Plan Update:

- 2025 (Near-Term)
- 2040
- Buildout

Assumptions for each development time frame are described below. Projections for timing of development were provided by the City's Planning Division.

3.4.1 2025 (Near-Term) Development of the City's Sphere of Influence

Most of the near-term development is projected to occur in the areas covered by the approved projects discussed above. Except for the Westside Specific Plan, Avenues Specific Plan, and Dobler/Maibes projects, all of the approved projects listed in Table 3-1 are expected to begin development soon or continue developing through 2025. A small portion of the near-term development is projected to occur within the UR 7 (Bright/Castro), UR 1, Westside Industrial, Larch-Clover, and Berg/Byron Remainder development areas. In addition, approximately 44 acres of miscellaneous vacant parcels are projected to develop by 2025.

3.4.2 2040 Development of the City's Sphere of Influence

Except for the Tracy Hills Specific Plan and Cordes Ranch Specific Plan it was assumed that all of the other approved projects listed in Table 3-1 will be completely developed by 2040. Only a small portion of the Cordes Ranch Specific Plan was assumed to be developed after 2040. Significant development is projected to occur in many of the additional planned development areas by 2040; only the UR 10, UR 4 (Bright Triangle), UR 3 (Sandhu), Chrisman Road, Rocha, and SWC Valpico & Corral Hollow future service areas are projected to start development after 2040. In addition, approximately 215 acres of miscellaneous vacant parcels are projected to develop by 2040 (171 acres in addition to 2025 development).

3.4.3 Buildout Development of the City's Sphere of Influence

The remaining planning areas assumed to be developed after 2040 were assumed to be part of the buildout development of the City's SOI. In addition, it was assumed that a total of 311 acres of miscellaneous vacant parcels within the City limits will develop by buildout (91 acres in addition to 2040 development). As noted above, actual timing for full buildout of the City's SOI is uncertain as development plans continually change and the City's General Plan is periodically updated.

3.5 SUMMARY OF LAND USE PROJECTIONS

Table 3-2 presents the total projected land use to be developed in the City's SOI by the 2025, 2040, and buildout time frames. Table 3-2 does not include existing developed land within the City, unless it was developed after 2017. Refer to Appendix A for detailed land use assumptions.

Approximately 25,000 new dwelling units and 5,600 new acres of non-residential land use are projected to be developed by buildout. A direct comparison with land use projections from the 2012 WSMP is difficult, as some development has occurred between the completion of the 2012 WSMP and the preparation of this Citywide Water System Master Plan Update. In general, the projection for number of dwelling units at buildout has increased significantly since the 2012 WSMP, while the projection for non-residential acreage at buildout has decreased since the 2012 WSMP. However, when compared to the City's historical and existing land uses, which were primarily residential, the projected land uses for new development are more heavily skewed to non-residential uses (with almost 60 percent of the projected acres of new development at buildout being non-residential uses). The future industrial, commercial, and retail growth anticipated in the City's Sphere of Influence is reflective of the City's goal to bring jobs and economic growth and improve the City's jobs-housing balance.

Table 3-2. Projected Development by Time Frame within the City's Sphere of Influence[a]

Land Use Type	Total Projected New Development by 2025		Total Projected New Development by 2040[b]		Total Projected New Development at Buildout[c]	
	Dwelling Units	Gross Acres	Dwelling Units	Gross Acres	Dwelling Units	Gross Acres
Residential – Very Low Density[d]	-	-	265	223	1,292[e]	907
Residential – Low Density[d]	2,880	647	6,490	1,438	8,375	1,871
Residential – Medium Density[d]	253	49	5,444	608	8,150	902
Residential – High Density	1,591	81	3,300	181	7,033	380
Residential – Very High Density	110	3	110	3	110	3
Commercial	-	45	-	549	-	818
Office	-	1	-	115	-	256
Industrial	-	859	-	3,136	-	4,093
Institutional	-	3	-	187	-	187
Identified Parks[f]	-	139	-	280	-	280
Total	4,834	1,826	15,609	6,720	24,960	9,698

(a) Includes existing development constructed after 2017.
(b) Includes new development constructed within 2025 and 2040 time frames.
(c) Includes new development constructed within 2025, 2040, and Buildout time frames.
(d) For selected projects and development areas, it was assumed that 11.2% of the total gross acres in the very low, low, and medium density residential land use categories will develop as parks.
(e) Includes existing units from Mountain View Annexation.
(f) Includes park areas identified with the Rocking Horse, Ellis, Avenues, Tracy Hills Phase 1 and Legacy Fields developments.

CHAPTER 4
Existing and Future Water Demands

4.1 OVERVIEW

The purpose of this chapter is to present the existing potable and recycled water demands currently served by the City, as well as the projected future potable and recycled water demands for the 2025 (near-term), 2040, and buildout time frames. Any additional evaluations regarding the timing and phasing of future water demands outside of the specified time frames will be developed as part of separate evaluations and are not included in this Citywide Water System Master Plan Update.

Accurate and detailed potable and recycled water demand data and projections are required to:

1. Develop and calibrate the potable and recycled water system hydraulic models.
2. Identify deficiencies in the existing potable and recycled water systems and required improvements.
3. Assess the future water system capacity and identify improvements needed to serve proposed development.

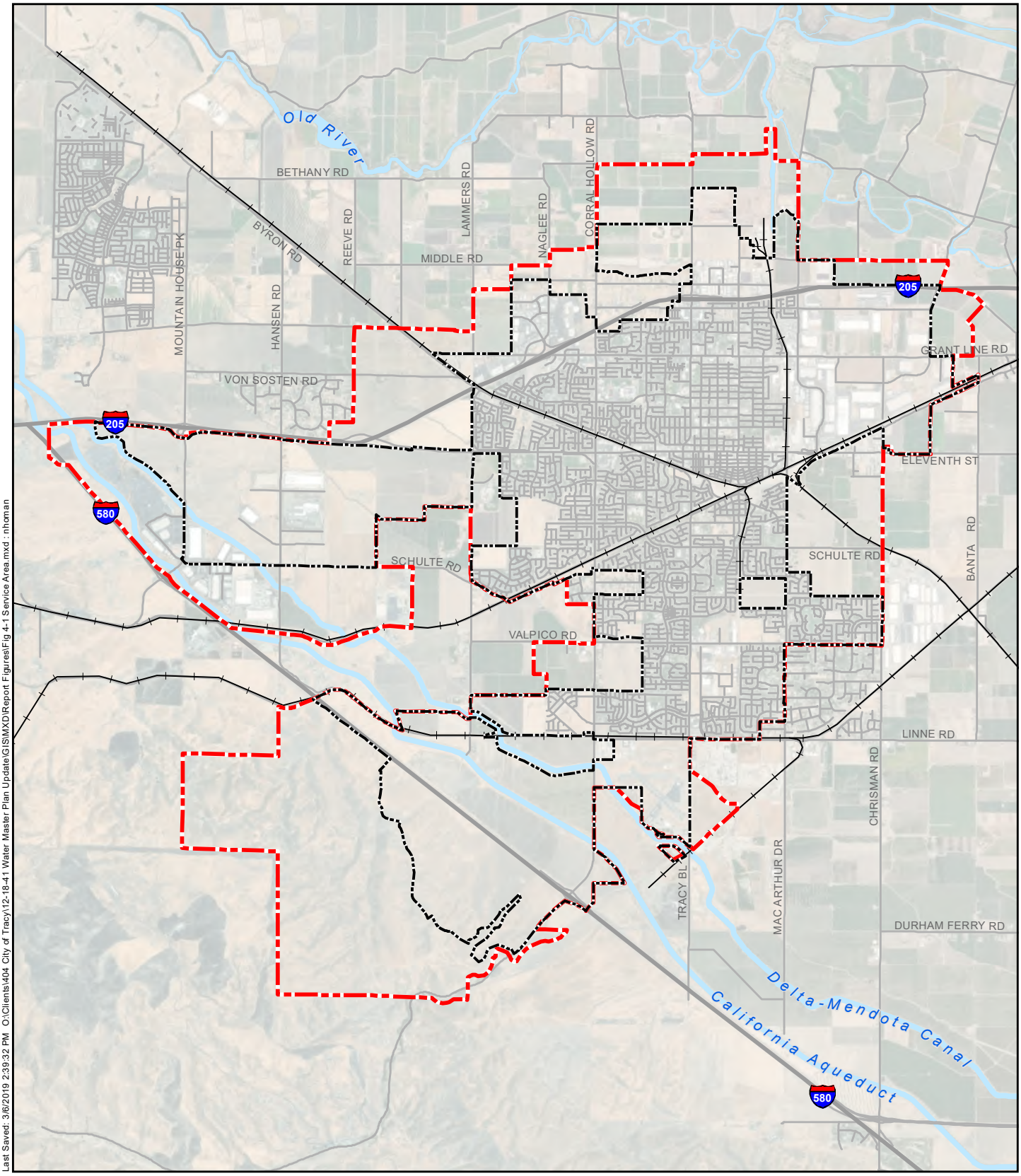
Accurate demand projections also play a key role in helping the City identify and secure sufficient water supplies to serve their customers under various hydrologic conditions. A discussion of the City's existing and future water supplies is provided in Chapter 5 of this Citywide Water System Master Plan Update.

The following sections of this chapter describe the data and methodology used to determine the City's potable and recycled water system demands:

- Existing Service Area
- Population Served
- Historical Potable Water Production and Consumption
- Existing Recycled Water Production and Consumption
- Water Conservation and Water Use Efficiency
- Adopted Peaking Factors
- Future Water Demand Projections
- Future Per Capita Water Use Projections

4.2 EXISTING SERVICE AREA

The City is located in San Joaquin County, California, approximately 70 miles south of Sacramento and 60 miles east of San Francisco. The existing incorporated area of the City (i.e., City limits) encompasses approximately 26 square miles. As described in Chapter 3, the City's SOI is approximately 42 square miles and is 16 square miles larger than the City limits. The SOI encompasses the area outside of and contiguous with the City limits that the City expects to annex and urbanize in the future. Figure 4-1 shows the boundaries of the existing City limits and SOI.



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Symbology

- City Limits / Existing Water Service Area
- Sphere of Influence

N

0 3,750 7,500

Scale in Feet

TRACY

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Figure 4-1

Water Service Area

City of Tracy
Water System
Master Plan Update

The City's existing water service area is generally coterminous with the City limits as shown on Figure 4-1. The City currently provides potable water service to all of its residents, as well as approximately 400 residents of the Larch-Clover County Services District and the unincorporated Patterson Pass Business Park. Future growth potential for the City includes completion of ongoing development projects and infill within the City limits, and development of areas outside of the City limits within the SOI boundary. Refer to Chapter 3 for details on future land use within the City's SOI.

4.3 POPULATION SERVED

Approximately 96,000 people live in the City as of January 2020. Population growth was rapid in the City over the 15-year period 1990 through 2005, with the City growing by 139 percent. Between 2005 and 2020, however, growth has slowed relative to historical rates; population increased approximately 68 percent over this 15-year period. The reduction in growth rate has likely been caused by a combination of economic forces, such as the economic downturn of 2008 through 2011, and measures taken by the City to limit growth. In 1987, the City adopted a residential Growth Management Ordinance (GMO), which was amended in 2000 by the voter-initiated Measure A. The objective of the GMO and Measure A was to achieve a steady and orderly growth rate that allows for the adequate provision of services and community facilities and includes a balance of housing opportunities. Under the adopted GMO, builders must obtain a Residential Growth Allotment (RGA) in order to secure a residential building permit.

Table 4-1 and Figure 4-2 summarize the City's population between 1990 and 2020.

Table 4-1. Historical Population Served

Year	Population[(a)]	Annual Growth	Last 5-yr Average Annual Growth	Last 10-yr Average Annual Growth	Last 30-yr Average Annual Growth
1990[(b)]	32,450				
1991[(c)]	35,871	11%			3.7%
1992[(c)]	38,006	6%			
1993[(c)]	40,455	6%			
1994[(c)]	42,111	4%			
1995[(c)]	44,546	6%			
1996[(c)]	45,949	3%			
1997[(c)]	47,428	3%			
1998[(c)]	48,962	3%			
1999[(c)]	51,959	6%			
2000[(c)]	56,070	8%			
2001[(d)]	61,048	9%			
2002[(d)]	65,993	8%			
2003[(d)]	70,060	6%			
2004[(d)]	74,745	7%			
2005[(d)]	78,228	5%			
2006[(d)]	80,152	2%			
2007[(d)]	80,700	1%			
2008[(d)]	81,490	1%			
2009[(d)]	82,040	1%			
2010[(d)]	82,922	1%			
2011[(e)]	83,539	1%		1.5%	
2012[(e)]	84,357	1%			
2013[(e)]	85,568	1%			
2014[(e)]	86,061	1%			
2015[(e)]	87,194	1%			
2016[(e)]	88,712	2%	1.9%		
2017[(e)]	90,488	2%			
2018[(e)]	92,395	2%			
2019[(e)]	94,326	2%			
2020[(e)]	95,861	2%			

(a) Does not include Larch Creek Clover CSD service area population which has an estimated total number of accounts (118) and a person per household factor of 3.51 for an estimated population of 414 people.

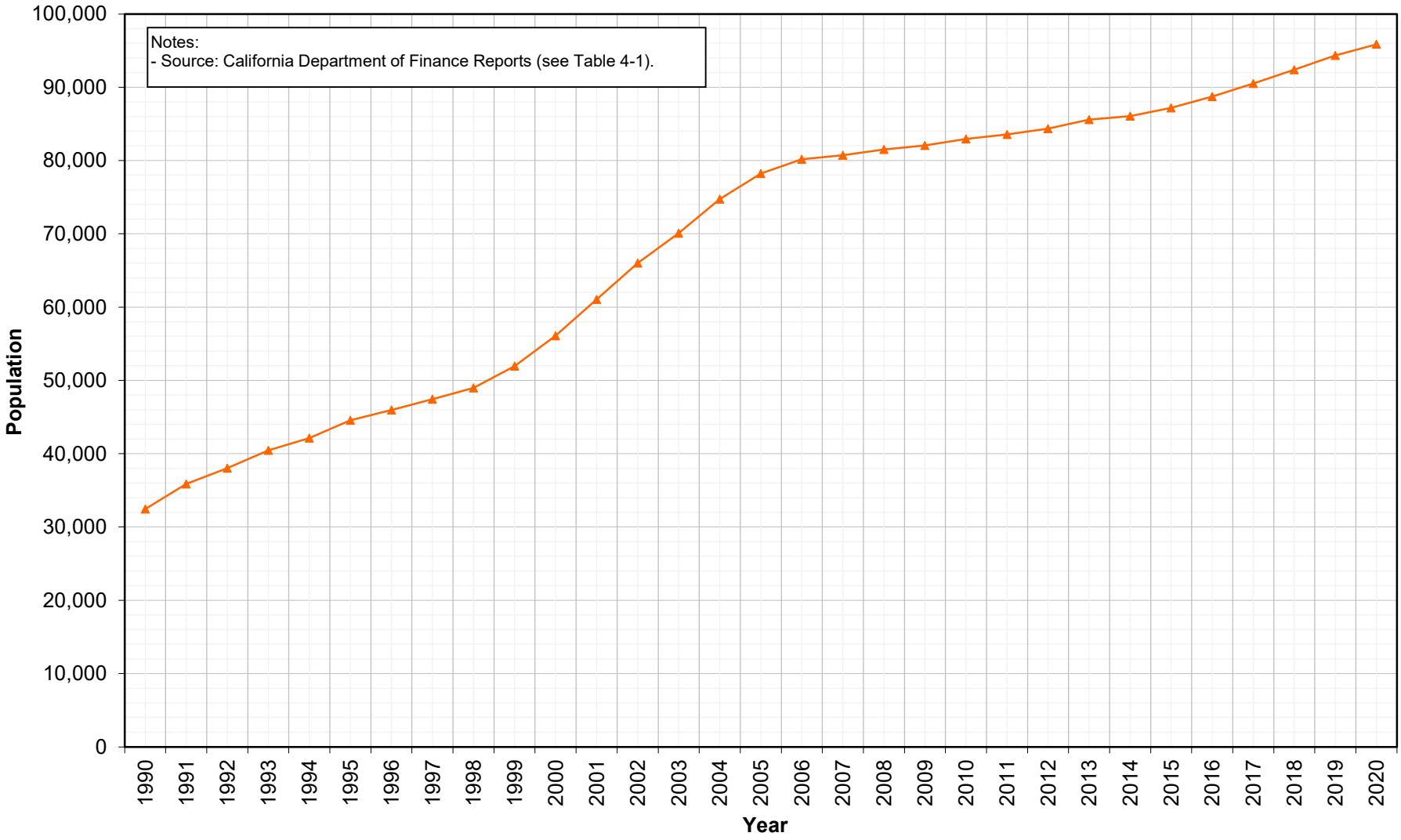
(b) Source: Department of Finance, E-4 Population Estimates for California Cities and Counties, January 1, 1981 to January 1, 1990.

(c) Source: Department of Finance, E-4 Historical Population Estimates for City, County and the State, 1991-2000, with 1990 and 2000 Census Counts, August 2007.

(d) Source: Department of Finance, E-4 Population Estimates for Cities, Counties and the State, 2001–2010, with 2000 and 2010 Census Counts, November 2012.

(e) Source: Department of Finance, E-5 Population and Housing Estimates for Cities, Counties and the State 2011-2021 with 2010 Census Benchmark, May 2021

Figure 4-2. Historical Population Served (1990-2020)



4.4 HISTORICAL POTABLE WATER PRODUCTION AND CONSUMPTION

The City's potable water production is the combined quantity of surface water purchased from the United States Bureau of Reclamation (USBR) and the South San Joaquin Irrigation District (SSJID) plus the groundwater produced by the City's wells[1], while potable water consumption is the quantity of water actually consumed or used by the City's customers. As will be discussed later, the difference between production and consumption is unaccounted-for water (UAFW), also referred to as non-revenue water (NRW).

The City currently tracks all of the surface water purchased from USBR and SSJID plus the groundwater produced by its wells. The City also meters all of its customers' water use and categorizes their water use by customer class. Consequently, the City tracks water use in two ways: production records and meter (consumption) records. Both are discussed in more detail below, along with a discussion on UAFW and per capita water demands.

4.4.1 Historical Potable Water Production

The City meets its customers' potable water demands with a combination of surface water purchased from USBR and SSJID plus groundwater pumped from municipal wells. Table 4-2 presents the historical annual potable water production, by source, from 1990 to 2020.

Table 4-2 indicates that since SSJID began surface water deliveries in 2005, the City has significantly increased its surface water use to meet its customers' water demands, and as a result groundwater production has dramatically decreased. Surface water use in recent years (2010-2020) accounts for over 94 percent of the total annual water production.

The City plans to continue maximizing surface water use because the City's groundwater is heavily mineralized (e.g., high total dissolved solids (TDS)). Consequently, the reduction in groundwater use will ultimately increase the overall quality of the City's drinking water. However, the City will continue to rely on groundwater for peaking, drought, and emergency supplies to meet water demands when surface water supplies may be limited. Detailed discussions on water supplies and their historical use and availability are presented in Chapter 5.

[1] In 2019, the City also began receiving surface water supplies through an agreement with the Byron Bethany Irrigation District (BBID). The BBID surface water supplies are treated at the City's John Jones Water Treatment Plant (JJWTP) and are used to meet potable water demands within the City's Tracy Hills development. Additional discussion on this water supply is provided in Chapter 5.

Table 4-2. Historical Annual City of Tracy Potable Water Production by Source

Year	Surface Water, af/yr			Groundwater, af/yr	City Production, af/yr	City Production, MG	Percent Surface Water	Percent Groundwater
	USBR[a]	SSJID[b]	Total Surface Water					
1990[c]	4,968	-	4,968	5,838	10,806	3,521	46%	54%
1991[c]	4,995	-	4,995	4,815	9,810	3,197	51%	49%
1992[c]	7,148	-	7,148	4,002	11,150	3,633	64%	36%
1993[c]	7,800	-	7,800	4,127	11,927	3,886	65%	35%
1994[c]	7,788	-	7,788	4,901	12,689	4,135	61%	39%
1995[c]	8,387	-	8,387	4,310	12,697	4,137	66%	34%
1996[c]	8,817	-	8,817	4,562	13,379	4,360	66%	34%
1997[c]	7,539	-	7,539	5,789	13,328	4,343	57%	43%
1998[c]	6,282	-	6,282	4,797	11,079	3,610	57%	43%
1999[c]	7,551	-	7,551	5,559	13,110	4,272	58%	42%
2000[c]	7,785	-	7,785	6,548	14,333	4,670	54%	46%
2001[c]	7,302	-	7,302	7,321	14,623	4,765	50%	50%
2002[c]	7,878	-	7,878	7,802	15,680	5,109	50%	50%
2003[c]	10,118	-	10,118	6,847	16,965	5,528	60%	40%
2004[c]	11,187	-	11,187	7,176	18,363	5,984	61%	39%
2005[d]	8,920	3,146	12,066	5,826	17,892	5,830	67%	33%
2006[d]	6,048	8,918	14,966	3,034	18,000	5,865	83%	17%
2007[d]	6,374	9,130	15,504	3,672	19,176	6,249	81%	19%
2008[d]	6,503	8,017	14,520	2,598	17,118	5,578	85%	15%
2009[d]	4,965	10,401	15,366	1,327	16,693	5,439	92%	8%
2010[d]	5,303	10,850	16,153	498	16,651	5,426	97%	3%
2011[d]	4,790	11,793	16,583	292	16,875	5,499	98%	2%
2012[d]	4,878	12,294	17,172	420	17,592	5,732	98%	2%
2013[d]	4,960	13,112	18,072	515	18,587	6,057	97%	3%
2014[d]	4,018	11,515	15,533	680	16,213	5,283	96%	4%
2015[d]	3,193	10,329	13,522	519	14,041	4,575	96%	4%
2016[d]	2,634	11,372	14,006	648	14,654	4,775	96%	4%
2017[d]	4,906	11,464	16,370	995	17,365	5,658	94%	6%
2018[d]	5,184	10,471	15,655	817	16,472	5,367	95%	5%
2019[d]	7,537	8,750	16,287	645	16,932	5,517	96%	4%
2020[d]	5,733	11,773	17,506	1,181	18,687	6,089	94%	6%

(a) Does not include USBR water wheeled to Patterson Pass Business Park and the Safeway Distribution Center.

(b) SSJID began surface water deliveries to the City in 2005.

(c) Source: Figure 7, WSA for the Holly Sugar Sports Park, June 2009.

(d) Source: Annual Production Totals.xls spreadsheets received from the City.

Figure 4-3 presents the total historical annual potable water production for the City. This historical data indicates that annual water production generally increased at about 3 percent per year from 1990 to 2007. Water production decreased in 2008 and remained relatively constant through 2011, likely in response to poor economic conditions that resulted in vacant properties and unoccupied homes. Water production increased in 2012 and 2013 as economic conditions improved, before decreasing dramatically in 2014 and 2015 due to the voluntary and mandatory water conservation efforts that were implemented by the City's water customers during the extended drought. Water production has increased in recent years (2016-2020) as water use restrictions were lifted and new development projects are being constructed. While the City's water production will likely continue to increase as the City expands, the rate at which water production is expected to increase will likely be lower than 3 percent due to the adopted GMO and water conservation and water use efficiency measures implemented in response to the recent drought and recent legislation. Discussions on the City's projected future water production are presented below under *Section 4.8.6 Projected Buildout Water Demands*.

In addition to providing water to its residents, the City also serves water to the Patterson Pass Business Park (PPBP), which is located outside of the City limits. Water supplied to PPBP is not included in the City's production totals as presented in Table 4-2 and Figure 4-3 because the water supply for this area is purchased by PPBP from the Byron Bethany Irrigation District (formerly the Plain View Water District). The City is only responsible for providing water treatment and delivery services to PPBP in accordance with a "treat and wheel" agreement. Table 4-3 presents the historical water wheeled to PPBP by the City under this agreement.

The City's highest monthly water production has historically occurred in either the month of July or August, which corresponds with the high temperatures and minimal rainfall that is experienced in the City during those summer months. The lowest monthly water production has historically occurred in either January or February. These months correspond with the shut-down of the John Jones Water Treatment Plant for maintenance, which typically occurs in the winter months (e.g., December, January, and/or February).

Figure 4-3. Historical Annual Water Production (1990-2020)

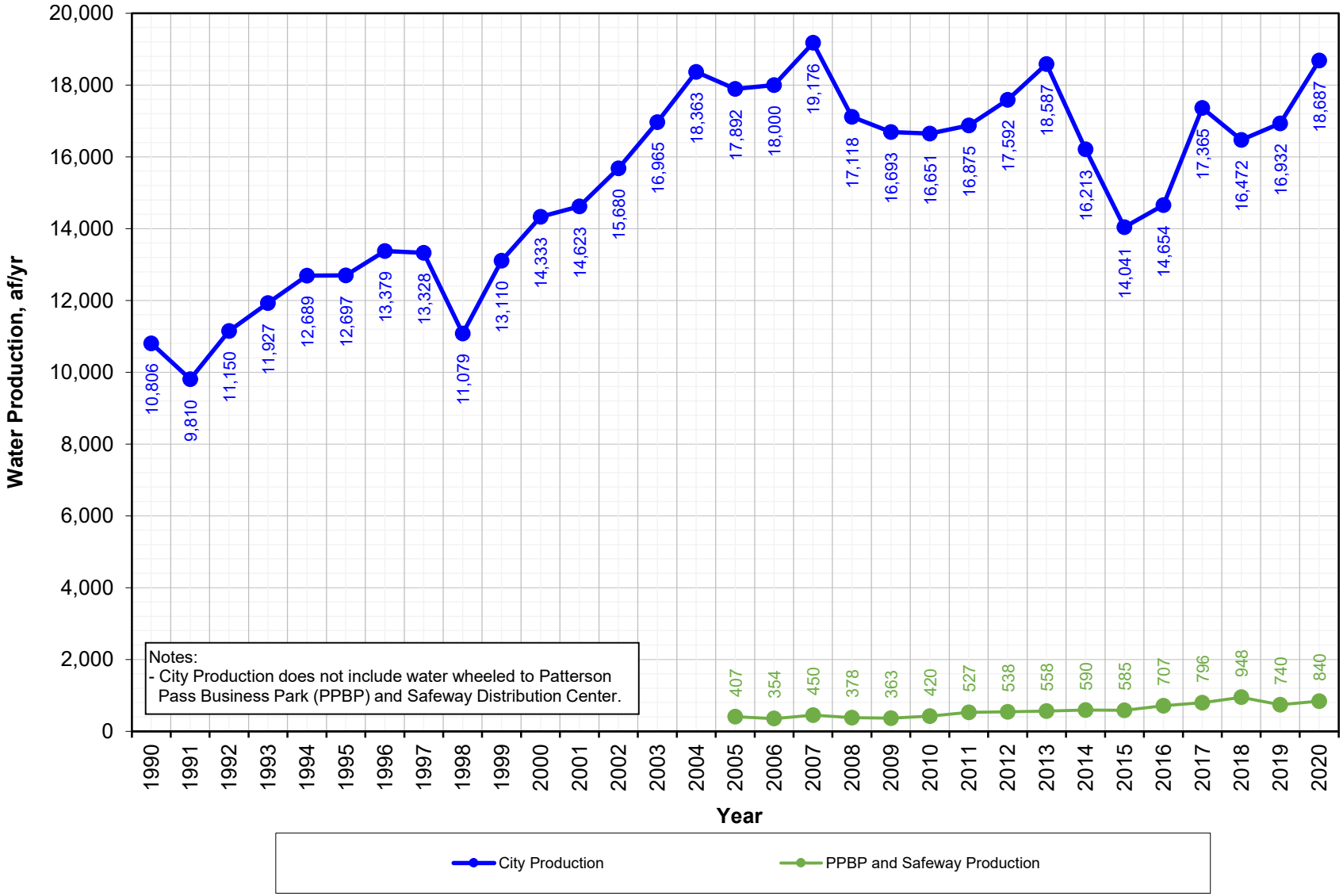


Table 4-3. Historical Annual Potable Water Production including Wheeled Water for Patterson Pass Business Park

Year	City Production, af/yr[(a)]	Wheeled USBR Water for the PPBP, af/yr[(b)]	Total Production	
			af/yr	MG
2005	17,892	407	18,299	5,963
2006	18,000	354	18,354	5,981
2007	19,176	450	19,626	6,395
2008	17,118	378	17,496	5,701
2009	16,693	363	17,056	5,558
2010	16,651	420	17,071	5,563
2011	16,875	527	17,402	5,670
2012	17,592	538	18,130	5,908
2013	18,587	558	19,145	6,239
2014	16,213	590	16,803	5,475
2015	14,041	585	14,626	4,766
2016	14,654	707	15,361	5,005
2017	17,365	796	18,161	5,918
2018	16,472	948	17,420	5,676
2019	16,932	740	17,672	5,758
2020	18,687	840	19,527	6,363

(a) Source: Annual Production Totals.xls spreadsheets received from the City.
(b) The City wheels USBR water for the Patterson Pass Business Park and the Safeway Distribution Center. This water is not part of the City's annual water rights allocations and is therefore tracked separately from the City Production.

4.4.2 Historical Potable Water Consumption

Potable water consumed by customer class between 2015 and 2017 is summarized in Table 4-4. This data indicates that, on average, residential use (including single family and multi-family land use types) represents approximately 67 percent of the total metered water consumption in the City. Commercial and Industrial customers represent an average of approximately 15 and 5 percent, respectively, of the total metered water consumption. Irrigation accounts for the remaining 13 percent of the total metered water consumption.

Projected future water consumption by customer class is discussed below under *Section 4.8.6 Projected Buildout Water Demands*.

Table 4-5 provides a summary of the top 15 potable water users in 2017 by customer classification. These top users accounted for approximately 11 percent of the total metered water consumption in 2017. The top user is an industrial food processing user, and their overall water use represents more than 4 percent of the City's 2017 water consumption. The remaining large Commercial, Multi-Family Residential, and Irrigation water users account for about 7 percent of the City's total water consumption in 2017.

Table 4-4. Potable Water Consumption

Year	Residential Single-Family		Residential Multi-Family		Commercial		Industrial		Irrigation		Total, af/yr[(b)]
	Percent[(a)]	af/yr	Percent[(a)]	af/yr	Percent[(a)]	af/yr	Percent[(a)]	af/yr	Percent[(a)]	af/yr	
2015	61.3%	8,582	7.0%	984	15.2%	2,129	5.2%	725	11.3%	1,579	13,999
2016	60.1%	8,400	7.0%	977	15.0%	2,102	4.9%	685	13.0%	1,811	13,976
2017	58.8%	9,737	6.0%	999	15.8%	2,619	4.7%	784	14.6%	2,413	16,552
Average	60.1%	8,907	6.7%	987	15.4%	2,283	4.9%	731	12.9%	1,935	14,842

(a) Based on meter data received from the City on October 15, 2019.

(b) Source: City of Tracy AWWA Water Audit Spreadsheets, received from the City on November 1, 2018.

Table 4-5. Summary of Top 15 Potable Water Users in 2017

No.	Customer Class	Total Annual Consumption, ccf	Total Annual Consumption, MG	Percentage of Total Annual Consumption, %
1	Industrial	295,480	221	4.10
2	Commercial	123,785	93	1.72
3	Commercial	47,990	36	0.67
4	Irrigation	42,985	32	0.60
5[(a)]	Irrigation	29,466	22	0.41
6	Multi-Family Residential	29,210	22	0.41
7	Irrigation	28,857	22	0.40
8	Commercial	28,070	21	0.39
9	Multi-Family Residential	26,308	20	0.36
10	Commercial	25,167	19	0.35
11	Commercial	23,962	18	0.33
12	Commercial	23,198	17	0.32
13	Commercial	22,344	17	0.31
14	Irrigation	20,720	15	0.29
15	Commercial	20,050	15	0.28
	Total	**787,592**	**589**	**10.9**

Source: 2015. May 2018 Reads.csv received from the City on May 30, 2018.

(a) Large user appears to be due to a leak and has been resolved.

4.4.3 Potable Unaccounted-for Water/Non-Revenue Water

Unaccounted-for water (UAFW) within the City is the difference between the recorded water production and metered water consumption. UAFW includes a combination of various water uses that are not metered, such as water used for hydrant testing, firefighting, and system flushing or water that is lost from system leaks and water main breaks. As noted above, unaccounted-for water is also referred to as non-revenue water (NRW).

Potable UAFW between 2015 and 2017[2] is summarized in Table 4-6. Table 4-6 indicates that the potable UAFW within the City averaged approximately 8.9 percent between 2016 and 2017 (data from 2015 appeared suspect and was not included in the average). This UAFW percentage is lower than the UAFW percentage used in the 2015 UWMP (9.6 percent), but is above the UAFW percentage (7.5 percent) used in the 2012 WSMP. For planning purposes in this Citywide Water System Master Plan, a UAFW percentage of 9.6 percent (consistent with the 2015 UWMP) was used to project the City's total future water production requirements.

[2] The City's 2018-2020 consumption data was not available at the time of this evaluation. Based on data provided in the City's 2020 UWMP, UAFW in 2018 and 2019 dropped to about 6.8 percent and 5.8 percent, respectively, but then increased significantly in 2020 to over 18 percent, although the 2020 data had not yet been validated.

Table 4-6. Potable Unaccounted-for Water

Year	Total Production, af/yr[(a)]	Consumption, af/yr[(b)]	Difference, af/yr	Percentage, UAFW, %
2015	14,626	13,999	627	4.3
2016	15,361	13,976	1,385	9.0
2017	18,161	16,552	1,609	8.9
			Average (2016 and 2017)[(c)]	**8.9**

(a) Source: Refer to Table 4-3. Includes water wheeled to Patterson Pass Business Park and Safeway Distribution Center by the City.
(b) Source: City of Tracy AWWA Water Audit Spreadsheets, received from the City on November 1, 2018.
(c) Average does not include 2015 because data appears to be suspect.

The City Utilities Department, in conjunction with the Public Works and Construction Management Departments, is implementing several new programs to address water loss. A new process was developed for the coordination of installation of new meters in new development areas with the City's billing and accounting systems to ensure that new accounts are metered and billed appropriately. The City has also implemented a new construction meter program, whereby the Public Works Department is now installing the meter on the hydrant and providing clamps so that the meter cannot be moved or stolen. These programs were started in Fall 2021 and water loss numbers were reduced immediately. The City will be conducting ongoing investigations to evaluate water loss and make improvements as needed to meet the State's new water loss standards.

4.4.4 Per Capita Potable Water Demand

Historical per capita potable water demands were calculated by dividing the annual potable water production previously presented in Table 4-2 by the respective annual population previously presented in Table 4-1. Table 4-7 summarizes the per capita potable water demands for the City between 2009 and 2020. As shown in Table 4-7, the per capita water demand has averaged approximately 168 gpcd over the past 10 years. The per capita demand decreased significantly in 2015 and 2016 to 144 gpcd and 147 gpcd, respectively. As discussed previously, this sharp decrease in 2015 and 2016 is most likely due to the extreme dry hydrologic (drought) conditions resulting in voluntary and mandatory water conservation. The per capita demand has increased in recent years (2017-2020) as water use restrictions have been lifted and customers have resumed more typical water use behavior.

Figure 4-4 compares the per capita water demand, water production, and population for the period from 2011 to 2020. As shown on Figure 4-4, the population has increased at a relatively constant rate from 2011 to 2020. Therefore, the majority of the variation observed in the per capita water demand is due to variations in the City's total water production, which appears to vary based on economic and hydrologic conditions.

A comparison of per capita water demands with the goals set by SB X7-7 legislation is discussed below in *Section 4.6 Water Conservation and Water Use Efficiency* and *Section 4.9 Future Per Capita Water Use Projections*.

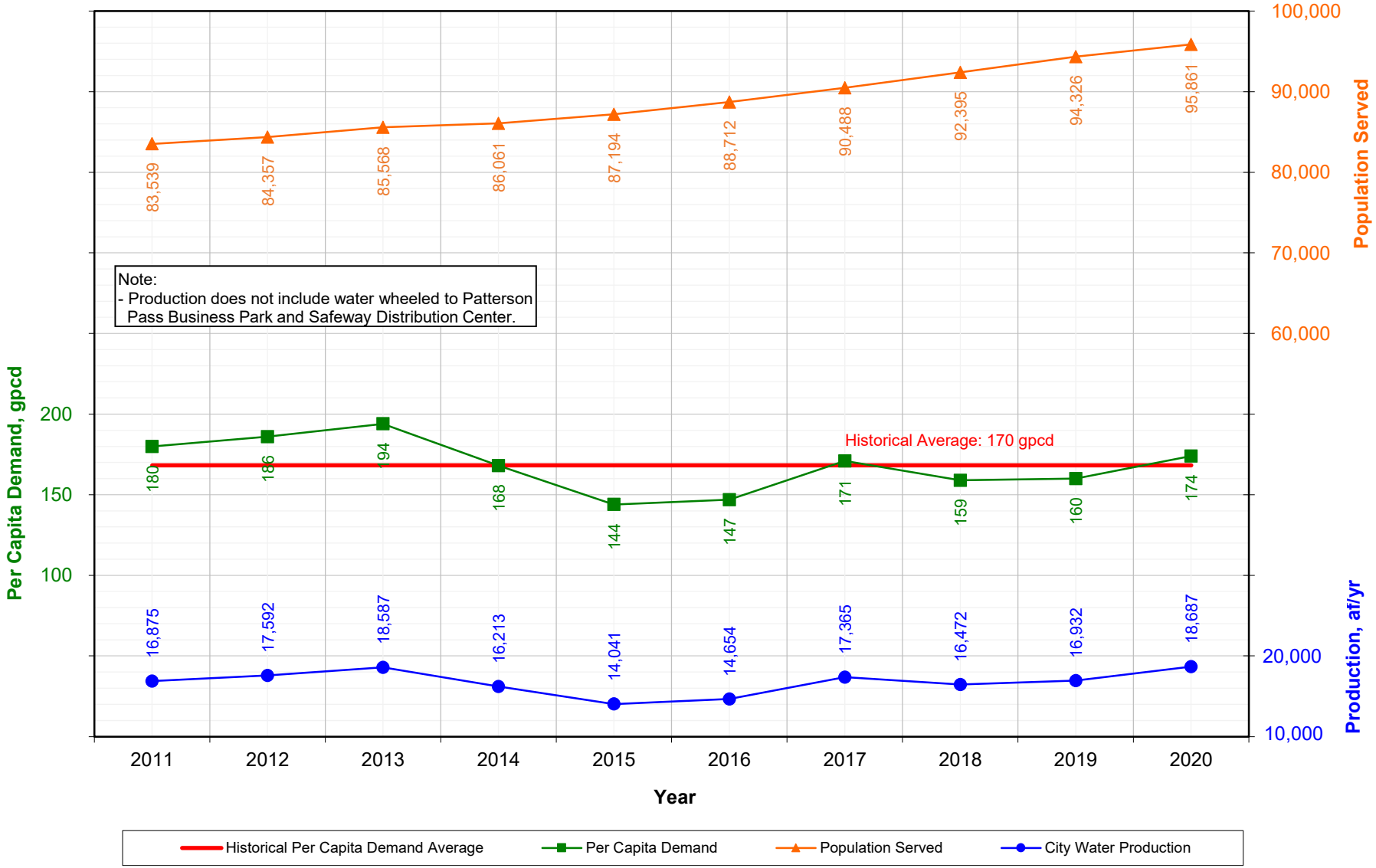
Table 4-7. Historical Per Capita Potable Water Demand

Year	Population Served[(a)]	City Potable Water Production, af/yr[(b)]	Per Capita Potable Water Demand, gpcd	5-yr Average Per Capita Potable Water Demand, gpcd	10-yr Average Per Capita Potable Water Demand, gpcd
2009	82,040	16,693	182		
2010	82,922	16,651	179		
2011	83,539	16,875	180		
2012	84,357	17,592	186		
2013	85,568	18,587	194		
2014	86,061	16,213	168		
2015	87,194	14,041	144		
2016	88,712	14,654	147		168
2017	90,488	17,365	171		
2018	92,395	16,472	159	162	
2019	94,326	16,932	160		
2020	95,861	18,687	174		

(a) Source: Refer to Table 4-1.

(b) Source: Refer to Table 4-2. Includes UAFW. Does not include water wheeled to Patterson Pass Business Park and Safeway Distribution Center, as these are located outside of the City limits.

Figure 4-4. Comparison of Historical Per Capita Water Demand, Production and Population



4.5 EXISTING RECYCLED WATER PRODUCTION AND CONSUMPTION

The City anticipates using recycled water for landscape irrigation to offset potable water demands. The City's Wastewater Treatment Plant can currently produce up to approximately 9 mgd of tertiary-treated wastewater meeting Title 22 requirements, which can be used for landscape irrigation and other non-potable uses. Initially, the City intends to irrigate using recycled water at the Legacy Fields sports complex.

4.6 WATER CONSERVATION AND WATER USE EFFICIENCY

As discussed in Chapter 2, the City has developed a list of principles for sustainable infrastructure to ensure a reliable water supply for future generations. A key principle that relates to the Citywide Water System Master Plan Update is water conservation and water use efficiency. Water conservation and water use efficiency will be necessary to meet requirements set by the State (e.g., the Water Conservation Act of 2009 and Making Water Conservation a California Way of Life legislation) to reduce the City's per capita water use. Discussions regarding existing and future water conservation and water use efficiency in the City are presented below.

4.6.1 Existing Water Conservation

The City is committed to preserving California's water resources through water conservation and efficient use of water, and currently has an ongoing Water Conservation Plan that implements the Best Management Practices (BMPs) which were developed by the California Urban Water Conservation Council (CUWCC)[3]. These BMPs include residential surveys, public and school education programs, rebates for water efficient appliances and other specific programs. These programs have been successful in reducing the City's water use, especially in the recent dry years.

4.6.2 Compliance with the Water Conservation Act of 2009 (SB X7-7)

In February 2008, Governor Arnold Schwarzenegger called for a statewide 20 percent reduction in per capita water use by 2020 and asked State and local agencies to develop a more aggressive plan of water conservation to achieve the goal. A team of State and federal agencies (the 20x2020 Agency Team) consisting of the DWR, SWRCB, California Energy Commission, Public Utilities Commission, Department of Public Health, California Air Resources Board, CALFED Program, the USBR, and the CUWCC was formed to develop a statewide implementation plan for achieving this goal.

Then, on November 10, 2009, Governor Arnold Schwarzenegger signed Senate Bill X7-7 (SB X7-7), one of several bills passed as part of a comprehensive set of Delta and water policy legislation. SB X7-7, known as the Water Conservation Act of 2009, requires a 20 percent reduction in urban water usage by 2020 and establishes various methodologies for urban water suppliers to establish their interim (2015) and final (2020) per capita water use targets.

[3] It should be noted that the CUWCC was replaced by a new organization, the California Water Efficiency Partnership (CalWEP), in March of 2018.

As documented in the City's 2015 UWMP, the City's adopted per capita water use targets were 204 gpcd (2015 interim target) and 181 gpcd (2020 final target). As documented in the City's 2015 UWMP, the City's per capita water use in 2015 was 146 gpcd, which was well below the 2015 interim target[4]. In recent years there has been some rebound in per capita water use from the historic low in 2015 (see Table 4-7 and Figure 4-4). As documented in the City's 2020 UWMP, the City's per capita water use in 2020 was 181 gpcd, equal to its 2020 final target[5].

4.6.3 Making Water Conservation a California Way of Life

In May 2016, Governor Jerry Brown signed Executive Order B-37-16, instructing State agencies to help Californians adopt permanent changes to use water more wisely. The Executive Order laid out a framework for moving the State from temporary, emergency water conservation measures to a more lasting approach customized to the unique conditions of each local water agency.

In May 2018, the California State Legislature (Legislature) enacted two policy bills (SB 606 and AB 1668) to establish a new foundation for long-term improvements in water conservation and drought planning to adapt to climate change and the resulting longer and more intense droughts in California. These two bills amended existing law to expand authorities and requirements to enable permanent changes and actions for those purposes to improve the State's water future for generations to come. SB 606 and AB 1668 are direct outcomes of Governor Brown's Executive Order B-37-16.

The recommendations in the April 2017 report entitled "Making Water Conservation a California Way of Life, Implementing Executive Order B-37-16" and subsequent extensive legislative outreach efforts informed the development of SB 606 and AB 1668. The new laws focus on establishing water use objectives and long-term water efficiency standards that apply to urban retail water suppliers, including:

- **Indoor Residential Water Use:** Although not all standards have been developed, the indoor residential water use efficiency standard has been set by the Legislature. Until January 1, 2025, the standard is set at 55 gpcd, then it drops to the greater of 52.5 gpcd or a standard developed by the DWR between January 2, 2025 and January 1, 2030; and then the greater of 50 gpcd or a standard developed by DWR after January 1, 2030.

[4] It should be noted that the 2015 per capita water use calculated in the City's 2015 UWMP (146 gpcd) is slightly higher than the 2015 per capita water use shown in Table 4-7 and Figure 4-4. The difference is due to a slightly different service area population in the 2015 UWMP per capita water use population.

[5] It should be noted that the 2020 per capita water use calculated in the City's 2020 UWMP (181 gpcd) is slightly higher than the 2020 per capita water use shown in Table 4-7 and Figure 4-4. The difference is due to the inclusion of the Larch Clover CSD in the service area population and the inclusion of the water production wheeled to the PPBP in the 2020 UWMP per capita water use calculation.

- **Outdoor Residential Water Use and Commercial, Industrial and Institutional (CII) Irrigation with Dedicated Meters:** Per SB 606 and AB 1668, the SWRCB is required to adopt long-term standards for outdoor irrigation of landscape areas by June 30, 2022. The standards to be set shall incorporate the principles of the State's MWELO[6], which considers evapotranspiration adjustment factors, landscape areas, maximum applied water allowance, reference evapotranspiration, and special landscape area.
- **Water Loss (due to leaks in water system pipes):** With regard to water loss standards, SB 555, passed in October 2015, requires the SWRCB to develop water loss performance standards for urban retail water suppliers. The SWRCB is required to evaluate the life-cycle cost of achieving these standards. The standards will incorporate local and operational conditions to determine economically achievable water loss reduction for each urban retail water supplier.

The recently passed water efficiency legislation only provides a "provisional standard" for indoor residential water use and does not currently provide specific information on what the water efficiency standards will be for outdoor residential water use and non-residential water uses. These standards will be developed in the coming years and should be further evaluated in subsequent planning studies. Also, there are no guarantees that urban retail water suppliers will meet the water efficiency standards to be set, so West Yost recommends that the City continue to consider more conservative water demand projections based on recent water use for their future water supply and system planning.

4.7 ADOPTED PEAKING FACTORS

Peaking factors are used to calculate water demands expected under high demand conditions (i.e., maximum day and peak hour). The resulting water demands calculated for maximum day and peak hour conditions are then used to evaluate and size transmission/distribution pipelines and storage facilities, and to define water supply needs and capacity requirements. This section describes the methodology used to develop peaking factors for the maximum day and peak hour demand conditions within the City's potable and recycled water systems.

4.7.1 Potable Water System Peaking Factors

Table 4-8 summarizes the average and maximum day production and the corresponding peaking factors between 2010 and 2018. As shown in Table 4-8, the maximum day peaking factor for the City ranged from a low of 1.5 in 2015 and 2017 to a high of 1.8 in 2018. The average maximum day peaking factor from 2010 to 2018 is equal to 1.6 times the average day demand.

The City currently has an adopted maximum day peaking factor of 2.0 times the average day demand, which is higher than what has been observed in recent years. Based on the data from more recent maximum day trends, this higher peaking factor provides a very conservative estimate of the required water supply and distribution facilities to support projected water demands.

[6] California Code of Regulations Title 23 Chapter 2.7 Model Water Efficient Landscape Ordinance.

Consequently, for planning purposes in this Citywide Water System Master Plan Update, a maximum day peaking factor of 1.7 was adopted. This factor provides a slightly more conservative estimate of maximum day demands when compared with the 2010 to 2018 average maximum day peaking factor of 1.6, but will not excessively overestimate maximum day demands as compared with the City's current adopted maximum day peaking factor of 2.0.

Table 4-8. Historical Maximum Day Demand Peaking Factors

Year	Date[a]	Maximum Day Production, mgd[a]	Average Day Production, mgd[b]	Maximum Day to Average Day Factor
2010	July 17	25.8	15.2	1.7
2011	July 28	25.5	15.5	1.6
2012	July 13	27.8	16.2	1.7
2013	June 8	27.0	17.1	1.6
2014	June 9	24.9	15.0	1.7
2015	June 20	19.8	13.1	1.5
2016	August 8	22.0	13.7	1.6
2017	August 1	25.0	16.2	1.5
2018[c]	August 17	27.2	15.3	1.8
			Average	**1.6**

(a) Source: Max Day Data 201810221430.pdf received from the City on October 22, 2018.
(b) Source: Refer to Table 4-3. Includes water wheeled to Patterson Pass Business Park and Safeway Distribution Center.
(c) Maximum day production data for 2018 is from compiled SCADA data received from the City on May 3, 2019.

The City currently has an adopted peak hour demand factor of 3.4 times the average day demand, equivalent to a factor of 1.7 times the maximum day demand. SCADA data from 2018 was used to confirm the peak hour factor, which was found to be 1.6 times the maximum day demand. This confirms that the currently adopted peak hour factor of 1.7 times the maximum day demand is still accurate; this factor will continue to be used for planning purposes in this Citywide Water System Master Plan Update. However, because the adopted maximum day demand factor has been decreased from 2.0 times the average day demand to 1.7 times the average day demand, the new adopted peak hour demand factor used for planning purposes in this Citywide Water System Master Plan Update will be 2.9 times the average day demand.

4.7.2 Recycled Water System Peaking Factors

Peaking factors for recycled water systems are somewhat different from potable water systems, in that irrigation periods are generally limited to shorter time periods, typically during the late evenings and very early mornings (e.g., 10 p.m. to 6 a.m.). For purposes of this Citywide Water System Master Plan Update, an irrigation period of eight (8) hours per day has been assumed. In addition, recycled water demand is anticipated to be at its maximum during the summer and fall months when temperatures and landscape irrigation water demands are at their highest.

To estimate future monthly recycled water use, the City's existing monthly potable water use for its dedicated landscape irrigation accounts was evaluated. Based on 2017 data, monthly irrigation water use reaches a maximum in September with irrigation water use equal to 17.6 percent of the total annual irrigation water use. This percentage of irrigation water use during the maximum month can be converted to an average day to maximum day peaking factor equal to 6.4 times the average day irrigation demand (0.176/30 days x 365 days x [24 hours/8-hour irrigation period]). This factor is higher than the currently adopted factor of 5.8 times the average day irrigation demand. To be conservative, for planning purposes in this Citywide Water System Master Plan Update, the new (higher) maximum day irrigation peaking factor of 6.4 was adopted.

The peak hour recycled water demand was assumed to be approximately 10 percent above the maximum day irrigation demand, which equates to a peak hour peaking factor of 7.0 (1.1 x 6.4).

Table 4-9 summarizes the maximum day and peak hour peaking factors adopted for this Citywide Water System Master Plan Update.

Table 4-9. Adopted Peaking Factors

Demand Condition	Potable Water System	Recycled Water System
Average Day	Annual Use divided by 365 days per year	Annual Use divided by 365 days per year
Maximum Day	1.7 times the Average Day Demand	6.4 times the Average Day Demand (assuming an 8-hour irrigation period)
Peak Hour	2.9 times the Average Day Demand	7.0 times the Average Day Demand (10% above Maximum Day Demand)

4.8 FUTURE WATER DEMAND PROJECTIONS

Future water demands projections consist of two components: (1) existing (baseline) water demands, and (2) projected water demands from new developments calculated using unit water demand factors and the land use assumptions discussed previously in Chapter 3 and presented in Appendix A.

Using the land use assumptions presented in Appendix A, future water demands were calculated using a unit water demand methodology based on the proposed land use acreage or residential dwelling units projected for each project or development area. Subsequent sections describe the current unit water demand factors adopted in the 2012 WSMP and the development of the updated unit water demand factors used to calculate future water demands for this Citywide Water System Master Plan Update, followed by a discussion of total projected water demands for the 2025, 2040, and buildout time frames.

4.8.1 Existing Unit Water Demand Factors and Land Use Assumptions

In the 2012 WSMP, unit water demand factors were generally developed by correlating land use data with existing metered water use. The City's existing unit water demand factors are summarized in Table 4-10. These factors are typically multiplied by dwelling units or land use area data to calculate a projected water demand estimate.

Table 4-10. 2012 WSMP Adopted Unit Water Demand Factors

Land Use Designation	Unit Water Demand Factor		
	gpcd	gpd/du	af/ac/yr
Residential – Very Low Density[a]	130	429	--
Residential – Low Density[a]	130	429	--
Residential – Medium Density[b]	115	310	--
Residential – High Density[b]	100	220	--
Residential – Very High Density	100	150	--
Commercial[c]	--	--	2.0
Office[c]	--	--	1.5
Industrial[c,d]	--	--	1.5
Institutional[c]	--	--	1.5
Parks[e]	--	--	4.0

(a) Assumes exterior water use will be with potable water, except for parks.
(b) Assumes exterior water use will be with recycled water (i.e., 15 percent of the total gross acres will be landscaped and irrigated with recycled water).
(c) Unit water demand factor to be applied to 85 percent of the total gross acres only, assuming that 15 percent of the total gross acres will be landscaped and irrigated with recycled water.
(d) Assumes that high water use industries will not be developed.
(e) Unit water demand factor to be applied to 15 percent of the total gross acres and/or any gross acreage that will require exterior water use.

In addition to these adopted unit water demand factors, the City has also used the following specific assumptions regarding dwelling units per acre for each residential land use type and floor to area ratios (FAR) for Commercial and Industrial land uses. These assumptions help to further refine water demand estimates from various proposed development projects that do not have a specific dwelling unit count or floor area estimate available. Table 4-11 summarizes the adopted dwelling unit and FAR assumptions that the City has recommended for estimating future water demands.

Table 4-11. Adopted Dwelling Unit Densities and Floor to Area Ratios[a]

Land Use Designation	Range	Recommended Density or Ratio
Residential – Very Low Density	0.1 to 2.0 du/acre	1.5 du/acre
Residential – Low Density	2.1 to 5.8 du/acre	4.35 du/acre
Residential – Medium Density	5.9 to 12.0 du/acre	9 du/acre
Residential – High Density	12.1 to 25 du/acre	18.75 du/acre
Residential – Very High Density	Up to 40 du/acre[b]	--
Commercial	Maximum FAR 1.0	FAR 0.3
Office	Maximum FAR 1.0	FAR 0.3
Industrial	Maximum FAR 0.5	FAR 0.4

(a) Source: General Plan, DC&E (February 1, 2011).
(b) Source: Water Supply Assessment for the Downtown Specific Plan, West Yost Associates (April 2009).

4.8.2 Verification of Unit Water Demand Factors

Due to possible changes in water use patterns over time, the existing unit water demand factors presented in Table 4-10 were verified to confirm if they are still representative of the City's more recent water use patterns. Unit water demand factors that are refined using more recent water use data help to project more accurate water demands. The following sections discuss the methodologies used to "spot check" and verify existing residential and non-residential unit water demand factors.

4.8.2.1 General Methodology

Unit water demand factors were verified using existing land use and parcel information in Geographic Information System (GIS) format, which were correlated to existing (2017) metered water use data. Meter data from 2017 was used to verify the unit water demand factors because it was (1) the most recent data available at the time of the evaluation, and (2) more representative of normal water use than 2015 or 2016 data when there were mandatory water use restrictions in place. To calculate unit water demand factors by land use designation, the City's existing land use data was first added to the parcel data using GIS analysis tools. Metered water use data was then automatically linked to the land use/parcel data by service addresses first or manually by location if needed. The unit water demand factor for each land use designation was then calculated by dividing the total metered water use by the total parcel area for which it was linked.

The parcel area used in this initial calculation did not include streets and therefore represented net area. Accordingly, the unit water demand factors calculated were "net" factors. Subsequently, the "net" unit water demand factors were adjusted to account for acreage from streets so they could be applied to the gross acreage information provided by City staff for future development[7]. The following sections describe the updated unit water demand factors first for residential land uses and then for non-residential land uses.

Typically, metered water use data used to determine unit water demand factors would be normalized to represent average water use across multiple years. Although it is expected that some increase or "rebound" in water demand from 2017 could potentially occur in the future, a portion of the observed reduction in water use will likely be permanent. This is supported by the City's 2018 water production, which was less than 2017 water production. Therefore, due to these permanent changes in water use, the 2017 metered water use data was not normalized based on historical water use.

[7] The gross acreage within the existing City limits is 16,616 acres, and the net acreage within the City limits assigned an existing or planned land use is 13,607 acres. Therefore, a factor of 1.22 was used to convert from net acreage to gross acreage.

4.8.2.2 Residential Unit Water Demand Factors

Single family residential unit water demand factors (Residential-Very Low Density and Residential-Low Density land uses) were refined by automatically linking metered water use to parcels by service address. Single family residences are typically served by a single meter, and there is typically only one single family residence on a given parcel. Because of this one-to-one relationship between meters and parcels, the unit water demand factors for single family residences could be accurately calculated using this method. In summary, 87 percent of the existing single family residential parcels were linked with a water meter by service address. Figure 4-5 illustrates the methodology used to calculate the refined unit water demand factors for single family residential land use types.

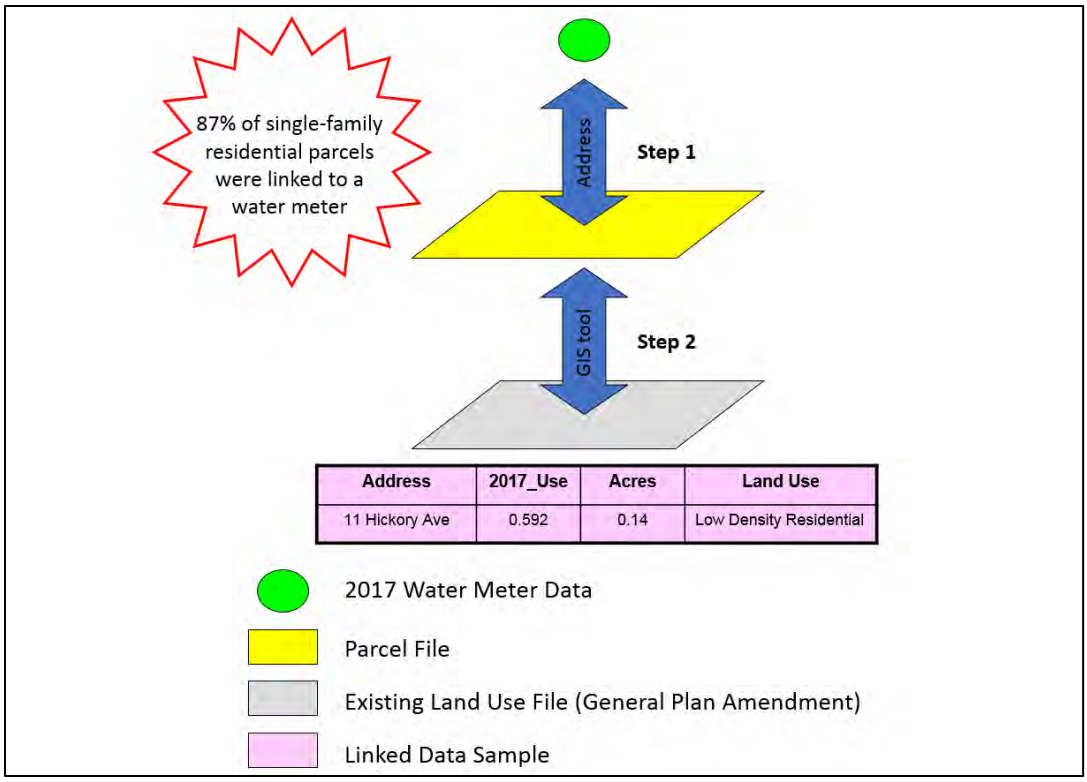


Figure 4-5. Residential Unit Water Demand Factor Methodology

Table 4-12 presents the unit water demand factors calculated using the methodology described above. The calculated Residential-Very Low Density factor is 8 percent higher than the factor adopted in the 2012 WSMP. Because this factor is based on a small sample size of 83 parcels, it is recommended that no adjustment be made to the Residential-Very Low Density unit water demand factor. The calculated Residential-Low Density factor is 14 percent lower than the factor adopted in the 2012 WSMP. Although some rebound in water use from 2017 is expected in existing residences, it is also projected that a combination of future State-mandated conservation measures and the installation of water efficient appliances and landscaping in new homes will lower residential water use even further in the future. Therefore, it is recommended that the Low Density Residential unit water use factor be adjusted 15 percent lower than the adopted 2012 WSMP factor to reflect more recent water use trends.

Table 4-12. Refined Single-Family Residential Unit Water Demand Factors

Land Use Designation	2017 Metered Water Use Linked, af/yr	Number of Occupied Parcels/Dwelling Units Linked[a]	Calculated Unit Water Demand Factor, gpd/du[b]	2012 WSMP Unit Water Demand Factor, gpd/du	Calculated Change in Unit Water Demand Factor, %	Recommended Change in Unit Water Demand Factor, %
Residential – Very Low Density	43	83	464	429	8%	0%
Residential – Low Density	6,238	15,139	368	429	-14%	-15%

(a) Does not include vacant parcels (parcels with no water use in 2017).
(b) Assumes one dwelling unit per parcel.

Residential-Medium, Residential-High Density, and Residential-Very High Density land uses generally have multiple meters and multiple addresses associated with a single parcel. Because of this, the methodology described above to calculate unit water demand factors often underestimates the unit water demand factors for these land use categories because not all the meters which supply a given parcel can be automatically linked with a single parcel address. Therefore, the unit water demand factors for Residential-Medium, Residential-High Density, and Residential-Very High Density land uses are recommended to be reduced by 15 percent, consistent with the adjustment for the Residential-Low Density factor.

4.8.2.3 Non-Residential Unit Water Demand Factors

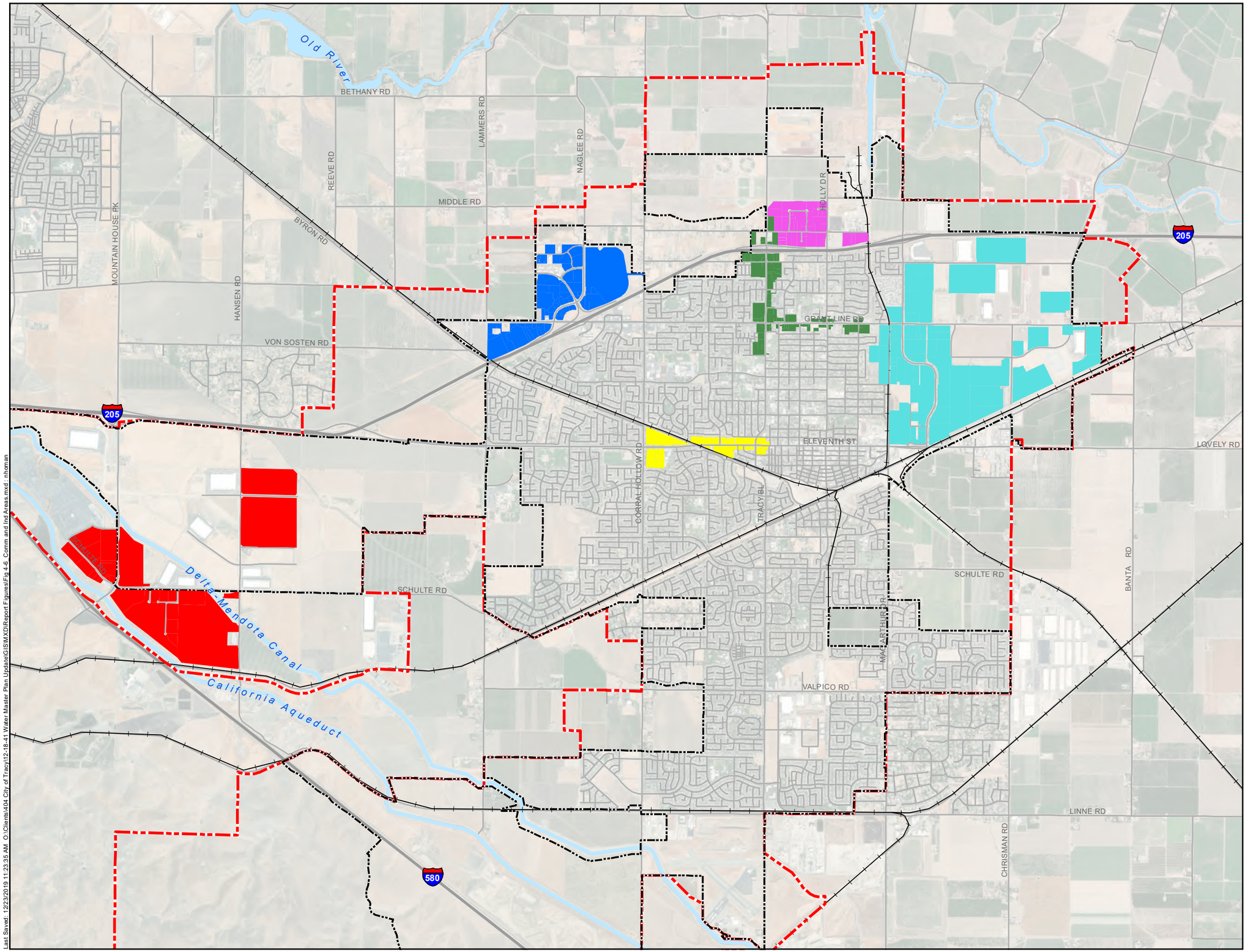
Non-residential land uses generally have multiple water service meters (e.g., domestic and irrigation meters) and multiple addresses associated with a single parcel. Because of this, automatically linking metered water use from multiple meters to a single parcel by address is difficult and would generally underestimate the unit water demand factors for non-residential land use categories because not all the meters which supply a single parcel can be automatically linked with that parcel. Therefore, a different methodology was used to "spot check" and refine the unit water demand factors for non-residential land use categories.

Representative areas of the City with high concentrations of Commercial and Industrial land uses were first selected as shown on Figure 4-6, and the metered water use from water meters in these areas were manually associated with parcels based on each meter's spatial location. From the metered water use and parcel acreage that were linked through this process, unit water demand factors were then calculated for each of these representative areas, which are summarized in Table 4-13.

Unit water demand factors for Commercial land use in the representative areas varied from 1.4 to 2.0 acre-feet per acre per year (af/ac/yr). The much lower factor for the Naglee Mall and West Grant Line Road Shopping Center is likely due to the inclusion of large parking lots which serve the Mall and Shopping Center in the gross acreage linked. The average unit water demand factor for the representative Commercial areas is 1.7 af/ac/yr. To be conservative, it is recommended that a Commercial unit water demand factor of 1.8 af/ac/yr, which is slightly above the average, be adopted. This represents approximately a 10 percent reduction from the 2012 WSMP factor of 2.0 af/ac/yr.

Unit water demand factors for Industrial land use in the representative areas varied from 0.8 to 1.3 af/ac/yr. The Northeast Industrial area likely has a higher factor due to the presence of high water use industries such as food processing plants. The IPC and Patterson Pass Business Park areas have a much lower factor because most of the existing buildings are warehouses with low water use. To be conservative, it is recommended that a unit water demand factor of 1.3 af/ac/yr be adopted as the new Industrial unit water demand factor to accommodate the wide range of possible Industrial water uses for planning purposes. This represents approximately a 13 percent reduction from the 2012 WSMP factor of 1.5 af/ac/yr.

The unit water demand factor for Office land use was also calculated using this procedure. However, since there are no highly concentrated areas of Office land use in the City, and the amount of Office land use is relatively small, the metered water use from water meters for all Office parcels was manually linked with each Office parcel to calculate an Office unit water demand factor. The unit water demand factor calculated in this manner was found to have slightly increased from the 2012 WSMP factor of 1.5 af/ac/yr. However, it is recommended that no adjustment be made to the Office unit water demand factor.



Symbology

- City Limits
- Sphere of Influence

Representative Commercial Areas

- Naglee Mall and Grant Line Road Shopping Center
- Tracy Boulevard and East Grant Line Road
- Eleventh Street

Representative Industrial Areas

- Northeast Industrial Area
- Northern Industrial Area
- IPC/Patterson Pass Business Park

TRACY

WEST YOST ASSOCIATES

Figure 4-6

Representative Commercial and Industrial Areas

City of Tracy
Water System Master Plan Update

Last Saved: 12/23/2019 11:23:35 AM O:\Clients\404 City of Tracy\12-18-41 Water Master Plan Update\GIS\MXD\Report Figures\Fig 4-6 Comm and Ind Areas.mxd - nhorman

Table 4-13. Unit Water Demand Factors for Commercial, Industrial, and Office Land Uses

Representative Area	2017 Water Use Linked, af/yr	Gross Acreage Linked[(a)]	Unit Water Demand Factor, af/ac/yr
Commercial Land Use			
Naglee Mall and West Grant Line Road Shopping Center	426	313	1.4
Tracy Boulevard and East Grant Line Road	253	126	2.0
Eleventh Street	135	81	1.7
		Average	**1.7**
Industrial Land Use			
Northeast Industrial Area	1,134	900	1.3
Northern Industrial Area	109	130	0.8
IPC/Patterson Pass Business Park	623	730	0.9
		Average	**1.0**
Office Land Use			
All Existing Parcels	87	56	1.6

(a) A factor of 1.22 was used to convert from net acreage to gross acreage.

For Institutional land use, the water meter data which could be linked was insufficient to justify adjusting the Institutional unit water demand factor.

Similarly, the water meter data which could be linked with Parks land use parcels was also insufficient to justify adjusting the Parks unit water demand factor. However, the Parks factor was compared with the maximum allowable water use for parks per MWELO[8] to verify that it did not exceed the maximum allowable usage. As shown in Table 4-14, the maximum allowable water use for parks, which qualify as special landscape areas, is 4.3 af/ac/yr based on MWELO guidelines. Since this is greater than the current Parks unit water demand factor of 4.0 af/ac/yr, it is recommended that no adjustment be made to the Parks unit water demand factor. This factor will also be used for all recycled water irrigation areas within the City.

In the 2012 WSMP, the Parks unit water demand factor was used to calculate water use for irrigated areas for residential and non-residential land uses. However, under current MWELO guidelines, the maximum allowable water use for potable water irrigation in residential and non-residential land use areas is restricted to approximately 2.4 and 1.9 af/ac/yr, respectively, as shown in Table 4-14. Therefore, these factors will be adopted for planning purposes in this Citywide Water System Master Plan Update to comply with MWELO and the City's Water Efficient Landscape Ordinance.

[8] The State's MWELO was adopted by the City of Tracy as part of its Water Efficient Landscape Ordinance (City of Tracy Municipal Code, Chapter 11.28 Water Management, Article 8 Water Efficient Landscape Ordinance).

Table 4-14. City of Tracy Maximum Allowable Water Use Factors for Irrigation[a]		
Land Use	Maximum ETAF[b]	Water Use Factor, af/ac/yr
Special Landscape Areas[c]	1.00	4.3
Residential	0.55	2.4
Non-Residential	0.45	1.9

(a) Based on the California Code of Regulations, Title 23 Waters, Division 2 DWR, Chapter 2.7 Model Water Efficient Landscape Ordinance (MWELO), updated 2015 and included in the City of Tracy Municipal Code Chapter 11.28 Water Management, Article 8 Water Efficient Landscape Ordinance.
(b) ETAF = Evapotranspiration Adjustment Factor = (Plant Factor based on Hydrozone Area)/(Irrigation Efficiency).
(c) Special Landscape Areas are areas dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

4.8.3 Adopted Unit Water Demand Factors

As discussed above, most of the unit water demand factors were verified and refined (if needed) by linking metered water use data to existing land use data either automatically by service address or manually by location. Table 4-15 summarizes the unit water demand factors adopted for this Citywide Water System Master Plan Update. Based on work completed to "spot check" and refine these adopted factors, they are appropriate for use in projecting future water demands as discussed in the following sections.

Table 4-15. Adopted Unit Water Demand Factors			
Land Use Designation	gpd/du	af/ac/yr	Percent Change from 2012 WSMP, %
Residential – Very Low Density[a]	429	--	0
Residential – Low Density[a]	365	--	-15
Residential – Medium Density[b]	264	--	-15
Residential – High Density[b]	187	--	-15
Residential – Very High Density[b]	128	--	-15
Commercial[c]	--	1.8	-10
Office[c]	--	1.5	0
Industrial[c]	--	1.3	-13
Institutional[c,d]	--	1.5	0
Parks and Areas Irrigated with Recycled Water[d,e]	--	4.0	0
Other Irrigated Area - Residential[f,g]	--	2.4	NA
Other Irrigated Area - Non-Residential[f,h]	--	1.9	NA

(a) Includes exterior water use.
(b) Does not include exterior water use. Assumes that 15 percent of the total gross acres will be landscaped and irrigated.
(c) Does not include exterior water use. Water demand factor to be applied to 85 percent of the total gross acres only, assuming that 15 percent of the total gross acres will be landscaped and irrigated.
(d) Insufficient data available to adjust factor using water meter data; therefore, no adjustment was made.
(e) Factor to be used for turf, recreational areas, edible plants, and areas irrigated with recycled water.
(f) Based on the Maximum Allowable Water Use per MWELO and the City's Water Efficient Landscape Ordinance.
(g) Unit water demand factor to be applied to gross acreage in residential areas that will require potable water for exterior water use.
(h) Unit water demand factor to be applied to gross acreage in non-residential areas that will require potable water for exterior water use.

4.8.4 Existing (Baseline) Water Demands

For this Citywide Water System Master Plan Update, the total "existing" water demand component used for future water demand projections was calculated as the sum of the water delivered to the PPBP and IPC in 2017 plus the City's average water production from 2005 to 2013 for a total of approximately 18,400 af/yr. Because the PPBP and IPC have been growing rapidly, recent water production data was considered the most representative of existing water use for these areas. However, due to the recent drought and associated conservation measures, water production data from 2014 through 2016 were considered less representative of future water use in other areas of the City. It should be noted that the estimated existing baseline water demand of 18,400 af/yr is very similar to the average total water production for 2019 and 2020 (18,600 af/yr), thus validating the estimated existing baseline demand.

Because the water delivered to PPBP is wheeled water, only approximately 17,800 af/yr of the existing water demands must be met by the City's water supply agreements and contracts. The City is responsible for delivering the remaining 600 af/yr to PPBP, and must have adequate water treatment capacity, pumping capacity, and transmission capacity to serve a total of 18,400 af/yr, in addition to projected future water demands.

4.8.5 Recycled Water Use Assumptions

Recycled water will be used as a source of water supply for landscape irrigation and other non-potable uses to offset potable water demands on a project-by-project basis where feasible. The City has constructed a recycled water transmission line which extends south along Lammers Road to the intersection with Schulte Road, and further expansions to the recycled water system are planned in the future.

For this Citywide Water System Master Plan Update, the following assumptions were made regarding the recycled water system:

- The transmission main in Lammers Road will be extended south to the Delta Mendota Canal by 2025. Most large development projects located on the west side of the City will be served by the recycled water system by 2025, except for Cordes Ranch, West Side Industrial, and Tracy Hills Specific Plans.
- Recycled water service will be extended to Cordes Ranch, West Side Industrial, and Tracy Hills Specific Plans by 2040.
- Future recycled water service areas on the east side of the City (East Side Industrial, Chrisman Road, UR 1, and Rocha), will be served by a separate recycled water transmission main which will not be constructed until after 2040.
- Recycled water service will not be extended to developments in the following areas due to the isolated locations and relatively small individual potential recycled water demands within them:
  - I-205 Corridor Specific Plan
  - Industrial Areas Specific Plan
  - Northeast Industrial Specific Plan

  - Berg Road Subdivision
  - Berg/Byron Remainder
  - Other small approved projects (refer to Table 3-1, footnote (f) for the full list)
  - Miscellaneous Infill
- Only a small number of existing parks and irrigated areas located close to the recycled water transmission main alignments will be converted to recycled water service.
- Within new developments served by recycled water, 15 percent of gross acreage for Residential – Medium Density, Residential – High Density, Residential – Very High Density, Commercial, Office, Industrial, and Institutional land uses will be irrigated with recycled water. This represents irrigation use for common landscaped areas and roadway medians.
- Within new developments served by recycled water, 11.2 percent[9] of gross acreage for Residential – Very Low Density, Residential – Low Density, and Residential – Medium Density land uses will develop as neighborhood and community parks which will be irrigated with recycled water.
- Front yards of single-family residences in the Residential – Very Low Density and Residential – Low Density will be irrigated with potable water, even in developments served by recycled water.
- UAFW for the recycled water system will be 5 percent (consistent with the 2015 UWMP).

Potable water demand offsets from recycled water use will be accounted for in the projected water demands. Demands from irrigated acreage in development projects with recycled water supply available will be calculated using the recycled water demand factor of 4.0 af/ac/yr.

4.8.6 Projected Buildout Water Demands

Projected water demands for the 2025, 2040, and buildout time frames were calculated by multiplying the adopted unit water demand factors (refer to Table 4-15) by the additional future dwelling units or gross acreage projected to occur. As discussed in Chapter 3, data regarding the additional future dwelling units and gross acreage to be developed was provided by the City's Planning Division or referenced from available planning documents.

The resulting future water demand projections from the projected future developments were adjusted to account for UAFW and then added to the existing water demands to provide a projection of the total water production required for each of the evaluated time frames. Refer to Appendix A for detailed land use assumptions and water demand calculations.

[9] Consistent with assumption in Appendix D of the 2012 WSMP. A comparison of the future parks area calculated using this assumption and the projection of required park area from the City's 2013 Parks Master Plan showed them to be within 1 percent of each other.

Table 4-16 summarizes the projected potable and recycled water production for the City at the 2025, 2040, and buildout time frames. As shown in Table 4-16, even with the use of recycled water, the City's potable water production is projected to almost double at buildout (from 17,800 af/yr to 33,500 af/yr). Most of the increase in water demand is associated with new development within the City's specific plans and future service areas. Approximately 70 percent of the increase in potable water demands and 65 percent of the increase in recycled water demands are projected to occur by 2040.

The estimated buildout potable water production is approximately 8 percent lower than the previous estimate of 36,300 af/yr, as presented in the City's 2012 WSMP. Although many of the unit water demand factors have been decreased by 10 to 15 percent compared to those used in the 2012 WSMP, the projected buildout potable water production did not decrease substantially because:

- The current buildout land use projections include approximately 5,600 more dwelling units than what was assumed in the 2012 WSMP. Although the projected buildout acreage for non-residential land uses (primarily Commercial and Industrial) has decreased since the 2012 WSMP, residential developments typically use more water than non-residential developments; and
- The potable water UAFW factor was increased from the 7.5 percent factor used in the 2012 WSMP to 9.6 percent.

The estimated buildout recycled water production is approximately 16 percent lower than the previous estimate of 7,500 af/yr as presented in the City's 2012 WSMP. This is because:

- The 2012 WSMP included the Gateway Exchange Program, in which recycled water service would be extended to most of the existing parks and large irrigated areas in the City to offset the potable water demands from the Gateway development (now called Westside). The Gateway Exchange Program is no longer being considered, and it is projected that only a few existing parks and irrigated areas will receive recycled water supply;
- The Tracy Hills Specific Plan previously included a large golf course which was to be irrigated with recycled water. The golf course area is now projected to remain un-irrigated open space instead; and
- The recycled water UAFW factor was decreased from the 7.5 percent factor used in the 2012 WSMP to 5.0 percent.

Table 4-16. Summary of Future Projected Water Production[a,b,c]

Demand Category	2025 (Near Term)		2040		Buildout	
	Potable Water, af/yr	Recycled Water, af/yr	Potable Water, af/yr	Recycled Water, af/yr	Potable Water, af/yr	Recycled Water, af/yr
Future	3,000	900	10,900	4,100	15,700	6,200
Existing - City[d]	17,800	100	17,800	100	17,800	100
Total to be Met by City Water Supply Contracts and Rights	**20,800**	**1,000**	**28,700**	**4,200**	**33,500**	**6,300**
Existing - PPBP Wheeled Water[e]	600	0	600	0	600	0
Total to be Delivered by City Distribution System	**21,400**	**1,000**	**29,300**	**4,200**	**34,100**	**6,300**

(a) Refer to Appendix A for detailed water demand calculations.
(b) Includes UAFW.
(c) Totals rounded to the nearest hundred.
(d) Includes water delivered to existing buildings in the IPC.
(e) Does not include water delivered to existing buildings in IPC.

It should be noted that the potable water demand projections presented in the City's 2020 UWMP are slightly different than those presented in Table 4-16 above. The difference is due to the 2020 UWMP using water demand projections from a previous draft of this Citywide Water System Master Plan Update, which have since been revised due to revisions in the 2040 and Buildout land use assumptions, as well as the 2020 UWMP, which included an estimate of passive conservation due to water savings which resulted primarily from: (1) the natural replacement of existing plumbing fixtures with water-efficient models required under current plumbing code standards, and (2) the installation of water-efficient fixtures and equipment in new buildings and retrofits as required under CALGreen Building Code Standards. Overall, these differences are minor, with the 2020 UWMP projecting a 2025 potable water demand of 20,509 af/yr, a 2040 potable water demand of 28,403 af/yr, and a 2045 (Buildout) potable water demand of 33,079 af/yr.

As the City continues to develop, potable water consumption between customer classes is expected to shift due to changes in the City's projected land use composition. Table 4-17 compares the historical average and projected potable water consumption by customer class. As shown in Table 4-17, the residential customer classes are expected to decrease their overall potable water consumption proportion as water use shifts towards non-residential customer classes. Although, as discussed above, the ratio of projected non-residential to residential development has decreased since the 2012 WSMP, the planned development within the City's SOI will still shift towards more non-residential land use. This trend is primarily due to large industrial developments such as Cordes Ranch, West Side Industrial, East Side Industrial, UR 3, and Tracy Hills Phase 5, among others.

Irrigation water use is projected to be a much smaller proportion of the City's potable water use at buildout because (1) many new development areas will be served by the recycled water system at buildout, and (2) some of the City's existing irrigated areas will be converted to recycled water use.

Table 4-17. Historical and Projected Potable Water Consumption by Customer Class

Customer Class	Historical Average Annual Consumption[a], %	Projected Annual Consumption in 2025[b], %	Projected Annual Consumption in 2040[b], %	Projected Annual Consumption at Buildout[b], %
Single-Family Residential[c]	60.1	58.0	54.0	53.3
Multi-Family Residential[d]	6.7	7.6	6.9	8.5
Residential Subtotal	66.8	65.6	60.9	61.7
Commercial[e]	15.4	13.5	14.2	14.2
Industrial	4.9	9.3	16.4	17.6
Irrigation[f]	12.9	11.6	8.4	6.5
Total	**100**	**100**	100	100

(a) Refer to Table 4-4.
(b) Includes existing and projected future potable demands.
(c) Includes projected future residential demands (excluding irrigation) for Residential - Very Low Density, Residential - Low Density, and Residential - Medium Density land use types.
(d) Includes projected future residential demands (excluding irrigation) for Residential - High Density and Residential - Very High Density land use types.
(e) Includes projected future demands (excluding irrigation) for Commercial, Office, and Institutional land use types.
(f) Includes projected future irrigation demands to be served by potable water. Accounts for planned conversions of irrigation services to recycled water use.

4.9 FUTURE PER CAPITA WATER USE PROJECTIONS

The projected potable water demands shown in Table 4-16 were used in combination with population projections to evaluate the City's projected future per capita water use.

Table 4-18 shows the population projections and projected per capita potable water use for the 2040 and buildout time frames. Population projections for 2040 and buildout were estimated by the City's Planning Division based on the planned future development and California Department of Finance data for the number of people per household. Based on these assumptions, the City is projected to have a total future population of approximately 186,000 at buildout, with an overall per capita water use of 161 gpcd.

Table 4-18. Projected Population and Per Capita Potable Water Use

Time Frame	Projected Potable Water Demand, af/yr[a,b]	Projected Population[c]	Per Capita Potable Water Use, gpcd
2040	28,700	170,152	151
Buildout	33,500	185,961	161

(a) Totals rounded to the nearest hundred.
(b) From Table 4-16.
(c) Population projection from the City Planning Division.

CHAPTER 5
Existing and Future Water Supplies

5.1 OVERVIEW

The purpose of this chapter is to provide an updated evaluation of the availability and reliability of the City's existing and additional planned future water supply sources to meet the projected buildout water demands for the City as described in Chapter 4. This chapter includes the following sections:

- Changes to the City's Water Supplies Since the Completion of the 2012 Citywide Water System Master Plan and the 2015 UWMP
- Existing Potable Water Supplies
- Future Potable Water Supplies
- Existing Non-Potable Water Supplies
- Reliability of the City's Water Supplies
- Sufficiency of the City's Water Supplies
- Summary of Water Supply Recommendations

5.2 CHANGES TO THE CITY'S WATER SUPPLIES SINCE THE COMPLETION OF THE 2012 CITYWIDE WATER SYSTEM MASTER PLAN AND THE 2015 URBAN WATER MANAGEMENT PLAN

The 2012 WSMP evaluated the sufficiency of the City's water supplies to meet the then-projected buildout water demands. The City's 2015 UWMP, adopted by the City in July 2016, evaluated the City's existing and future water supplies, together with the City's water conservation programs, and their ability to meet projected future water demands and comply with SB X7-7. Since those documents were completed, significant new residential and commercial development has occurred in the City and planning for future developments has been refined (as described in Chapter 3).

During this same time, the availability and reliability of the City's water supplies have been impacted by drought conditions and associated unprecedented cutbacks in surface water supply deliveries. The City's 2020 UWMP, adopted in June 2021, addresses these changes in water supply availability and reliability. In addition, new legislation has been passed which will further impact future water use and future water supply availability and reliability, including the following:

- Comprehensive groundwater legislation contained in SBs 1168 and 1319, and AB 1739, which are collectively referred to as the Sustainable Groundwater Management Act (SGMA), was approved in September 2014 and became effective on January 1, 2015. The legislative intent of SGMA is to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater.

- SB 606 and AB 1668 were passed in May 2018 and established new statewide water use efficiency standards for indoor residential water use, outdoor residential water use, commercial, industrial and institutional irrigation of landscaped areas and water loss. A primer entitled "Making Water Conservation a California Way of Life" was developed to be a reference document for the implementation of the complex 2018 legislation.
- In 2018, the SWRCB adopted amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary (Bay-Delta Plan Amendment) which restrict the use of flows from the Lower San Joaquin River and its tributaries (the Stanislaus, Tuolumne and Merced Rivers) to improve conditions for fish and wildlife. Specifically, the Bay-Delta Plan Amendment restricts the use of flows until 40 percent of unimpaired flows are rededicated for water quality and instream fisheries. This restriction could potentially significantly impact the availability of the City's water supplies from the SSJID. However, due to the uncertainty surrounding the implementation of the Bay-Delta Plan Amendment, SSJID's 2020 UWMP assumed that the Bay-Delta Plan Amendment would not be implemented. In its 2020 UWMP, the City also presents the SSJID reliability assuming that the Bay-Delta Plan Amendment is not implemented, but the City's 2020 UWMP also provided a parallel analysis of reliability assuming that the Bay-Delta Plan Amendment is implemented.

5.3 EXISTING POTABLE WATER SUPPLIES

The City currently receives water supplies from the following sources:

- Untreated surface water from the DMC (CVP) (treated at the City's JJWTP)
- Untreated surface water from BBID pre-1914 rights (treated at the City's JJWTP)
- Treated surface water from the Stanislaus River via the South County Water Supply Project (SCWSP) (treated and delivered to the City by the SSJID)
- Groundwater pumped from eight groundwater wells located within the City

Table 5-1 provides a summary of the City's existing water supply agreements and contracts. A discussion of each of these water supplies and their anticipated availability and reliability is provided below.

Table 5-1. Existing Water Supplies

Supply Source	Existing Water Agreements/Contracts (Supply Quantity, af/yr)
Potable Water Supplies	
Surface Water Supplies	
USBR CVP Contract with M&I Reliability (treated at City's JJWTP)	10,000[a]
USBR CVP Contract with Ag Reliability (treated at City's JJWTP)	10,000[b]
BBID Pre-1914 rights for use in Tracy Hills (treated at City's JJWTP)	3,330[c]
SSJID South County Water Supply Project	11,120[d]
Groundwater	Up to 9,000[e]
Semitropic Water Storage Bank	Up to 3,500[f]
ASR	Up to 1,000[g]
Non-Potable Water Supplies[h]	
Recycled Water Exchange	7,500
Recycled Water (for non-potable uses)	6,300

(a) M&I-reliability CVP water. Assumes the terms of the long-term renewal contract with the USBR are consistent with those of the interim renewal contract entered into between the City and USBR in February 2016.

(b) Assignments from Banta-Carbona Irrigation District (BCID) and West Side Irrigation District (WSID).

(c) Up to 4,500 af/yr, but no more than the potable water demand for Tracy Hills (3,330 af/yr). This water is only available for use in the portion of Tracy Hills that lies within BBID Raw Water Service Area 2 the CVP Consolidated Place of Use, so the quantity of supply is limited to potable water demand in this area. Therefore, the maximum BBID supply delivered to this area is reduced to 3,330 af/yr.

(d) Includes the 10,000 af/yr allocation and the additional 1,120 af/yr obtained through the 2013 Lathrop-Tracy Purchase, Sale, and Amendment Agreement. Does not include the interim purchase from Escalon.

(e) The City is able to withdraw up to 9,000 af/yr of groundwater from the Tracy Subbasin. However, due to the aging infrastructure and water quality issues in the City's groundwater supplies, the City is projecting to be able to withdraw up to 2,500 af/yr in normal years. During dry years, the City anticipates increasing its groundwater production on a short-term basis from the normal year production of 2,500 af/yr to 4,500 af/yr.

(f) The City has purchased 10,500 af of water storage in the Stored Water Recovery Unit, which allows the City to withdraw up to 3,500 af/yr for three consecutive years.

(g) Supplies from ASR are assumed to be dry year supplies. During normal years, the City will not withdraw ASR water. In single dry years and multiple dry years, this water supply is considered to be 100 percent reliable. The City estimates that up to 1,000 af/yr of groundwater can be extracted from buffer storage in the Lower Tulare Formation aquifer associated with the City's current ASR Program.

(h) While the City's Wastewater Treatment Plant is currently capable of providing recycled water supply, additional infrastructure will be required to provide for its beneficial use (see additional information in this chapter and in Chapter 9).

Each of these existing supplies is described below. A summary table listing the City's existing and future water supplies under various hydrologic conditions is provided following the discussion of the City's future water supplies.

The City's historical use of these water supplies is shown on Figure 5-1. As shown, the City's highest annual water use occurred in 2007 and totaled 19,176 af/yr. Since then, water use has decreased with downturns resulting from the 2008 Great Recession which slowed development growth for several years and the 2011 to 2017 California drought which prompted mandatory statewide water conservation in 2015 and 2016. Since the end of the drought, water use has rebounded (increased) somewhat but is still below the highest historical use in 2007. Also shown on Figure 5-1 is the City's population since 1980. As shown, while the City's population has more than quadrupled since 1980, water use has only a little more than doubled. The relatively low

increase in water demand as compared to population growth results from the reduction of overall per capita water use from over 300 gpcd in the early 1980s to less than 180 gpcd in recent years as described in Chapter 4.

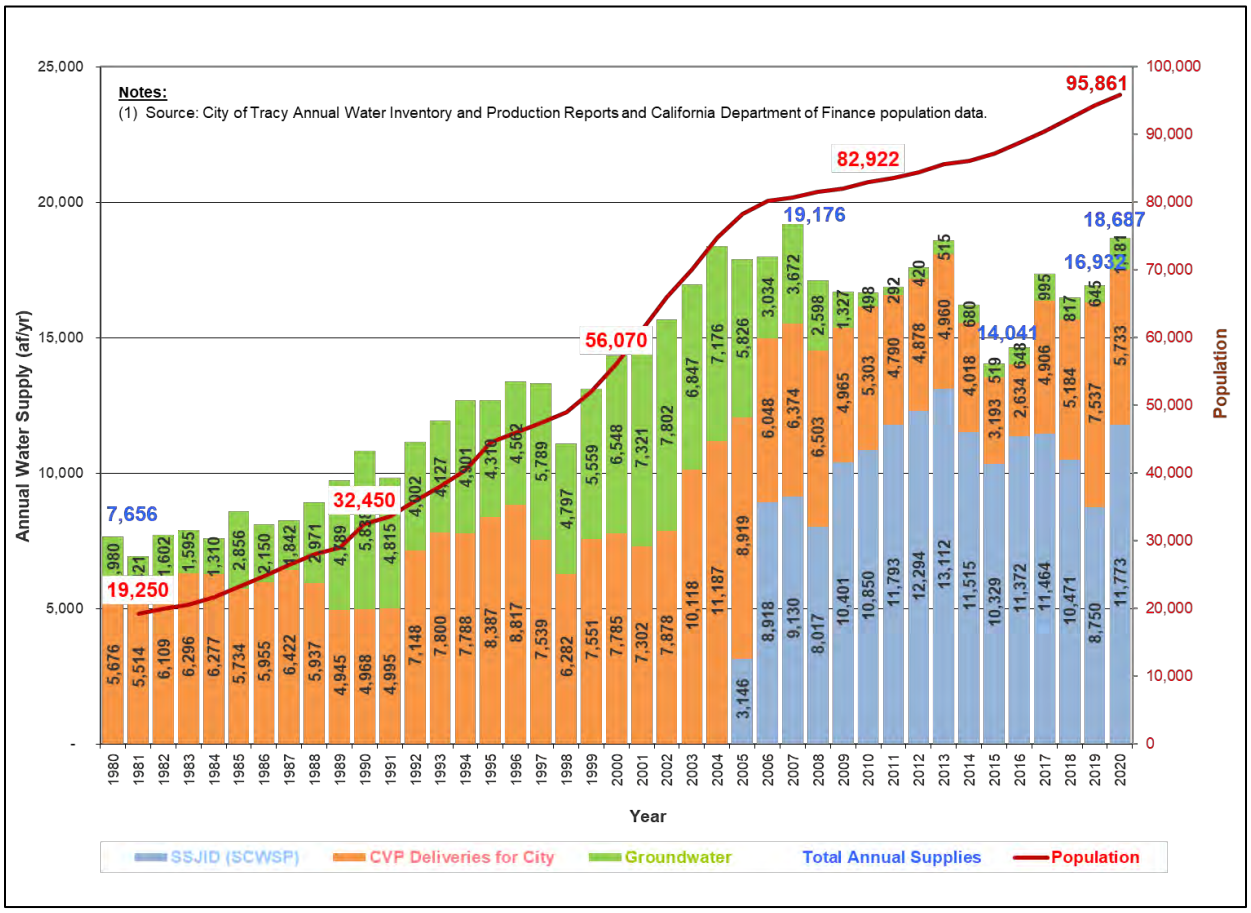


Figure 5-1. Historical Water Supplies

5.3.1 Central Valley Project Water via the Delta-Mendota Canal

5.3.1.1 M&I-Reliability Supplies from the CVP

In 1974, the City entered into a 40-year contract with the USBR for an annual entitlement of 10,000 af/yr of surface water from the CVP via the DMC. The original contract expired in 2014; however, since December 2013, the City and USBR have entered into a series of two-year interim renewal contracts to provide water service to the City while the terms of the long-term contract renewal are negotiated and the associated environmental documentation is prepared. The most recent interim renewal contract term begins March 1, 2020 and ends February 28, 2022. The City anticipates on-going contract renewals for this source.

Allocations for the Municipal and Industrial (M&I)-reliability CVP water since 2010 are summarized in Table 5-2.

Table 5-2. Historical Annual CVP M&I Allocations (South of Delta)

Year	Annual CVP M&I Allocation (percent of contractual amount unless otherwise noted)
2010	75 percent
2011	100 percent
2012	75 percent
2013	70 percent
2014	50 percent
2015	Public health and safety needs or at least 25 percent of historical use, whichever is greater
2016	55 percent of historical use
2017	100 percent of contract amount
2018	Public health and safety needs or at least 75 percent of historical use, whichever is greater
2019	100 percent of historical use
2020	Public health and safety needs or at least 70 percent of historical use, whichever is greater

In February 2017, new guidelines and procedures went into effect associated with the updated CVP M&I Water Shortage Policy. In general, the policy provides for the following:

- When M&I contractor allocations are at 100 percent, the allocation of M&I water will be based on Contract Total.
- When M&I contractor allocations are below 100 percent, the allocation of M&I water will be based on a contractor's historical use of CVP M&I water.
- An M&I contractor's historical use will be determined by calculating the average quantity of CVP water put to beneficial use within the service area during the last three years of water deliveries that were unconstrained by the availability of CVP water.

It should be noted that before allocation of M&I water to a contractor will be reduced, allocation of irrigation water will be reduced below 75 percent of Contract Total. When allocation of irrigation water has been reduced below 75 percent and still further water supply reductions are necessary, both the M&I and irrigation allocations will be reduced by the same percentage increment. The M&I allocation will be reduced until it reaches 75 percent of historical use, and the irrigation allocation will be reduced until it reaches 50 percent of irrigation Contract Total. The M&I allocation will not be further reduced until the irrigation allocation is reduced to below 25 percent of Contract Total. When allocation of irrigation water is reduced below 25 percent of Contract Total, USBR will reassess both the availability of CVP water supply and CVP water demand.

According to the policy, USBR will strive to deliver CVP water to M&I water service contractors at not less than the amount needed to meet public health and safety needs, taking into consideration contractors' CVP allocations and available non-CVP supplies, provided CVP water is available.

For this Citywide Water System Master Plan Update, consistent with the City's 2020 UWMP, the following assumptions have been made with regards to delivery of M&I-reliability supplies from the CVP under the various hydrologic conditions:

- Normal Years: 75 percent of historical use
- Single Dry Years: 25 percent of historical use
- Multiple Dry Years: 40 percent of historical use

5.3.1.2 Ag-Reliability Supplies from the CVP

In 2004, the USBR approved the assignment of 5,000 af/yr of Ag-reliability CVP contract entitlement to the City from the BCID. Also in 2004, the USBR approved the assignment of an additional 2,500 af/yr of Ag-reliability CVP contract entitlement water to the City from the WSID with the option to purchase an additional 2,500 af/yr of CVP contract entitlement from the WSID. The purchase of the additional 2,500 af/yr was approved in December 2013, increasing the City's assignment of WSID water to 5,000 af/yr.

Deliveries of Ag-reliability water can vary significantly, and during severe water shortages supply may be reduced as much as 100 percent, as they were in 2014 and 2015. Allocations for the Ag-reliability CVP water since 2010 are summarized in Table 5-3.

Table 5-3. Historical Annual CVP Ag Allocations (South of Delta)

Year	Annual CVP Ag Allocation, percent of contractual amount
2010	45
2011	80
2012	40
2013	20
2014	0
2015	0
2016	5
2017	100
2018	50
2019	75
2020	20

For this Citywide Water System Master Plan Update, consistent with the City's 2020 UWMP, the following assumptions have been made with regards to delivery of Ag-reliability supplies from the CVP:

- Normal Years: 50 percent of annual entitlement
- Single Dry Years: 0 percent of annual entitlement (based on actual allocation in 2015)
- Multiple Dry Years: 0 percent of annual entitlement (based on the average allocations for 2014, 2015 and 2016; 1.67 percent rounded down to 0 percent)

5.3.1.3 Treatment and Use of CVP Surface Water Supplies

The City's CVP surface water supplies received via the DMC are treated at the City's JJWTP, which was originally constructed in 1979, expanded in 1988, and then expanded again in 2008. The JJWTP is located adjacent to the Delta-Mendota Canal in the southern portion of the City. The current treatment capacity of the JJWTP is 30 mgd.

The City's annual combined M&I and Ag CVP surface water supplies used by the City since 2010 are shown in Table 5-4.

Table 5-4. Historical Annual CVP Surface Water Supplies

Year	Annual CVP Surface Water Supplies, af[(a)]
2010	5,303
2011	4,790
2012	4,878
2013	4,960
2014	4,018
2015	3,193
2016	2,634
2017	4,906
2018	5,184
2019	7,537
2020	5,733

(a) Does not include CVP supplies which are treated and wheeled for the Patterson Pass Business Park (see Table 5-5 below).

The City also treats and serves relatively small quantities of CVP/DMC water purchased by others through a "treatment and wheeling agreement" for use at the Patterson Pass Business Park only. The Patterson Pass Business Park is now built out. The City's deliveries through the Patterson Pass Business Park Booster Pump Station since 2010 are shown in Table 5-5. A comparable quantity of BBID CVP/DMC water is anticipated to be available for annual delivery to the Patterson Pass Business Park in the future.

Table 5-5. Historical Annual Deliveries to Patterson Pass Business Park

Year	Deliveries to Patterson Pass Business Park, af
2010	420
2011	527
2012	538
2013	558
2014	590
2015	585
2016	707[(a)]
2017	796[(a)]
2018	948[(a)]
2019	740[(a)]
2020	840[(a)]

(a) Deliveries shown for 2016 to 2019 may include demands in the International Park of Commerce (Cordes Ranch) due to the metering configuration in place during those years.

5.3.2 Surface Water from BBID Pre-1914 Water Rights

Part of the proposed Tracy Hills Specific Plan area was annexed into the BBID and is entitled to water service from BBID, using BBID's pre-1914 appropriative water rights. This water is delivered to the City via the DMC and is treated at the City's JJWTP before delivery to the Tracy Hills Project. The City anticipates that up to 4,500 af/yr of pre-1914 water rights water could be provided by BBID on a year-round basis to serve the Tracy Hills Project in the BBID service area. However, the volume of water available to the City through this agreement is limited to the demand in the BBID service area portion of the Tracy Hills Project. The projected potable water demand in this area is estimated to be 3,330 af/yr at buildout. Because the water supply is based on pre-1914 appropriative rights, the supply has historically been considered to be firm and well-established.[1]

[1] It should be noted that in August 2021, following the June 2021 adoption of the City's 2020 UWMP, the SWRCB issued an initial order imposing water right curtailment and reporting requirements in the Sacramento-San Joaquin Delta watershed that included the curtailment of pre-1914 appropriative water right claims in the San Joaquin River watershed. Based on this August 2021 order, the reliability of BBID's pre-1914 appropriative water rights may be uncertain.

5.3.3 Stanislaus River Water

The City, in partnership with the cities of Manteca, Lathrop and Escalon, and the SSJID, have constructed a surface water treatment plant near Woodward Reservoir in Stanislaus County and a transmission pipeline to deliver treated surface water to each city. The project is called the South County Water Supply Project (SCWSP). This water supply is based on SSJID's senior pre-1914 appropriative water rights to the Stanislaus River, coupled with an agreement with the USBR to store water in New Melones Reservoir.

As part of the SCWSP, the City was initially allocated up to 10,000 af/yr of water. In 2006, the City entered into a temporary contract with Escalon to purchase Escalon's allocation of 2,015 af/yr of SCWSP supply until Escalon constructs the necessary infrastructure to convey the SCWSP water; this contract is anticipated to sunset in 2025. In August 2013, the City purchased an additional 1,120 af/yr of SCWSP entitlement from the City of Lathrop. Thus, the City's current contractual amount of SCWSP water is 13,135 af/yr in total. Once the agreement with Escalon sunsets (anticipated to occur in 2025), the City's contractual allocation will be reduced to 11,120 af/yr.

Treated water deliveries of SCWSP water commenced in July 2005, and deliveries have been essentially uninterrupted since then (see Figure 5-1). In some years, SCWSP deliveries were less than the City's full project allotment; however, during these years the City did not require its full SCWSP allotment, even though the full contract amount was available from SCWSP. However, since 2010, the City has actually received more than its allotment in some years. Historical deliveries from the SCWSP to the City since 2010 are shown in Table 5-6.

Table 5-6. Historical Deliveries from the SCWSP to the City of Tracy

Year	SCWSP Deliveries, af
2010	10,850
2011	11,793
2012	12,294
2013	13,112
2014	11,515
2015	10,329
2016	11,372
2017	11,464
2018	10,471
2019	8,750
2020	11,773

The SCWSP was expected to have high reliability as a result of its senior pre-1914 rights. SSJID's 2015 UWMP, adopted by SSJID in June 2016, indicated that it would meet 98.2 to 99.9 percent of urban demands in normal years (the percent of urban demand met increases in the future as agricultural demands decrease), 73.6 to 75.3 percent of urban demands in single dry years, and 85.1 to 87.1 percent of urban demand in multiple dry years. In the City's 2015 UWMP, supplies from the SCWSP were assumed to have high reliability with normal year allocations at 100 percent of the City's contractual entitlement, and single dry year and multiple dry year allocations at 85 percent of the City's contractual entitlement.

However, in December 2018, the SWRCB released amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary (Bay-Delta Plan Amendment) with significant changes to the previous Bay-Delta Water Quality Control Plan. The Bay-Delta Plan Amendment requires releases of approximately 40 percent of what would naturally flow in watersheds tributary to the San Joaquin River (including the Stanislaus River) during the February to June period. This means that surface water users on those watersheds would be restricted from using and storing water until 40 percent of unimpaired flows are rededicated for water quality and instream fishery purposes. For the Stanislaus River, the resulting surface water cutbacks would be significant. However, there is much uncertainty surrounding the implementation of the Bay-Delta Plan Amendment.

In its 2020 UWMP, SSJID presented a water reliability analysis assuming that the Bay-Delta Plan Amendment will not be implemented given its uncertainties. As an SSJID retail agency customer, the City relies on SSJID for the reliability projections for the Stanislaus River water supply. Consistent with SSJID's approach, the City's 2020 UWMP assumes that the Bay-Delta Plan Amendment will not be implemented. However, to fully assess the potential impacts of the Bay-Delta Plan Amendment and better plan for the potential shortfalls, the City conducted a parallel set of reliability analyses assuming that the Bay-Delta Plan Amendment will be implemented and included it as Appendix G of its 2020 UWMP.

For purposes of this Citywide Water System Master Plan Update, the reliability of the SCWSP supply has been revised to be consistent with the City's 2020 UWMP. Allocations will be assumed to be as follows:

- Normal Years: Allocations will be assumed to be 100 percent of the City's contractual entitlement.
- Single Dry Years: Allocations will be assumed to be 56 to 76 percent of the City's contractual entitlement.
- Multiple Dry Years: Allocations will be assumed to be 56 to 100 percent of the City's contractual entitlement.

5.3.4 Groundwater

5.3.4.1 City Wells

The City overlies a portion of the San Joaquin Valley Groundwater Basin-Tracy Subbasin (Tracy Subbasin). The City currently operates eight groundwater production wells and one ASR well. Four wells (Production Wells 1, 2, 3 and 4) are located near the City's JJWTP and pump directly into the JJWTP clearwells, where the groundwater is blended with treated surface water. Four other wells (Lincoln Well, Lewis Manor Well (Well 5), Park and Ride Well (Well 6), and Ball Park Well (Well 7) are located throughout the City and pump water directly into the distribution system after disinfection. The City's newest well, Well 8, located near the intersection of Tracy Boulevard and 6th Street, is an ASR Well, and is capable of injecting treated surface water into the aquifer for storage and extracting it for later use (see additional discussion in Section 5.3.5 below).

5.3.4.2 Groundwater Yield

A 1990 Kennedy/Jenks/Chilton (K/J/C) study estimated a perennial groundwater yield of 6,700 af/yr in the Tracy Subbasin within the Tracy Study Area. However, in 2001, to determine if additional groundwater resources were available in the Tracy Study Area, the City conducted an updated groundwater analysis. The Estimated Groundwater Yield Study, prepared by Bookman-Edmonston Engineering, provided an evaluation of potential groundwater yield and determined that a 2,300 af/yr increase of the average annual operational groundwater yield above the groundwater yield recommended in the 1990 K/J/C study could be provided within the estimated sustainable yield of the Tracy Subbasin in the Tracy Study Area, without adverse impact to groundwater resources or quality in the Tracy Study Area over a 50-year timeframe. This expansion of groundwater usage to 9,000 af/yr would be within the City's estimated share of the aquifer's sustainable yield of 22,000 af/yr of the 28,000 af/yr total (which includes groundwater usage within West Side Irrigation District, Naglee-Burk Irrigation District, Plain View Water District (now part of the BBID), and BCID). It was also estimated that this expansion of groundwater usage would result in a groundwater level drop of 10 feet but would stabilize at this level.

In 2015, the City hired GEI Consultants (GEI) to perform an assessment on what the effects would be if the City were to pump between 16,000 and 22,000 af/yr for a single year to meet its demands during a drought emergency when no surface water supplies were available. The assessment considered potential impacts on groundwater levels, groundwater quality, and land subsidence. GEI's approach to this assessment was to estimate drawdown beneath the City, including drawdown caused by well interference, under scenarios wherein all of the City's wells were pumped for a single year at rates needed to meet the above stated demands. Drawdown estimates were made using analytical methods and aquifer hydraulic property data from pumping tests performed at two of the City's wells. Results showed that the City does have capacity to pump its wells to meet these single dry year demands, but that drawdown in the City wells and at locations proximate to the City would exceed that which has been historically observed. GEI (2015) estimated that groundwater levels would recover from their drawdown within approximately seven years.

5.3.4.3 Groundwater Quality

Groundwater quality in the Tracy Subbasin varies spatially and with depth. In general, the northern part of the Tracy Subbasin is characterized by a sodium water type, and the southern part of the Tracy Subbasin is characterized by calcium-sodium type water. The northern part of the Tracy Subbasin is also characterized by a wide range of anionic water types, including bicarbonate; chloride; and mixed bicarbonate-chloride. Major anions in the southern part of the Tracy Subbasin include sulfate-chloride and bicarbonate-chloride.

One water quality concern that the City actively manages is Total Dissolved Solids (TDS). The City's groundwater supply typically meets the primary maximum contaminant level (MCL) of 1,000 milligrams per liter (mg/L) but frequently exceeds the secondary MCL of 500 mg/L. In 2019, the City's groundwater supply ranged from 386 to 876 mg/L of TDS, with an average concentration of 752 mg/L. Because the TDS concentrations are significantly higher in the groundwater supply than in the City's other water supply sources, in order to meet the secondary MCL in its overall water supply, the City typically scales back its groundwater production from its estimated sustainable yield of 9,000 af/yr, particularly in normal rainfall years.

5.3.4.4 Groundwater Management

5.3.4.4.1 City Groundwater Management Policy and Mitigated Negative Declaration for City Groundwater Production of 9,000 af/yr

On a local level, in 2001, the City adopted a Groundwater Management Policy, and prepared a Groundwater Management Policy Mitigated Negative Declaration. The Groundwater Management Policy and the Groundwater Management Policy Mitigated Negative Declaration are described below.

Pursuant to the findings of the 2001 Bookman-Edmonston study (discussed above in Section 5.3.4.2), the Tracy City Council adopted a Groundwater Management Policy in 2001 that established the City's maximum annual groundwater extraction rate of 9,000 af/yr. To comply with CEQA and to evaluate the potential negative effects of increased groundwater extraction on water quality, water levels, and subsidence, the City also prepared a Groundwater Management Policy Mitigated Negative Declaration. The Groundwater Management Policy Mitigated Negative Declaration specifies the frequency and type of monitoring and reporting the City must conduct to evaluate the sustainability of the increased groundwater extraction rate.

Consistent with the Groundwater Management Policy Mitigated Negative Declaration, the City has maintained groundwater production rates well below the estimated sustainable yield of 9,000 af/yr.

5.3.4.4.2 Compliance with the 1992 Groundwater Management Act (AB 3030)

The 1992 Groundwater Management Act (AB 3030) established provisions by which local water agencies could develop and implement groundwater management plans (GMPs). GMPs are generally designed to prevent local and regional aquifer overdraft, which reduces available groundwater resources and which, under certain conditions, can lead to degradation of water quality and to land subsidence.

The City, BBID, BCID, and San Joaquin County formed a Groundwater Advisory Committee to facilitate the development of a regional groundwater management plan (GWMP) for the Tracy Subbasin. The planning area of the Tracy GWMP encompassed the portion of the Tracy Subbasin underlying San Joaquin County. The Tracy GWMP was adopted in 2007.

The key results of the Tracy GWMP included the following:

- Developed a general consensus among stakeholders regarding the characterization of the area's water problems, current and future demands, and groundwater conditions;
- Documented the region's groundwater management goals and establishing basin management objectives to help measure progress in attaining the goals;
- Developed specific solutions and common programs for the basin; and
- Provided an implementation plan to direct future groundwater management activities.

The Tracy GWMP concluded that the Tracy Subbasin is full, but experiences groundwater quality issues in portions of the basin associated with nitrate, boron, sulfate, chloride, and total dissolved solids (TDS). As such, many of the groundwater management options that were recommended focused on creating available storage and managing pumping in order to increase water quality within the Tracy Subbasin.

San Joaquin County is the designated Monitoring Entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) program for the portion of the Tracy Subbasin underlying the county. However, upon submission of the Groundwater Sustainability Plan, the CASGEM program will be superseded by the SGMA monitoring efforts.

5.3.4.4.3 Tracy Regional Groundwater Management Plan

In addition to participating in the development of the Tracy Subbasin GMP, in 2005 the City was awarded a DWR grant for approximately $185,000 to prepare a Tracy Regional Groundwater Management Plan (Tracy Regional GMP) for the portion of the Tracy Subbasin that underlies the City of Tracy. The Tracy Regional GMP was completed in March 2007. A key objective of the Tracy Regional GMP was the development of Basin Management Objectives (BMOs) for groundwater levels, groundwater quality, and land subsidence in the region.

5.3.4.4.4 Compliance with the 2014 Sustainable Groundwater Management Act

On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SBs 1168 and 1319, and AB 1739, which are collectively referred to as SGMA. This legislation was signed by Governor Brown on September 16, 2014 and it became effective on January 1, 2015. The legislative intent of SGMA is to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater.

The Tracy Subbasin is designated by DWR as a medium priority basin. As such, the Tracy Subbasin is subject to the requirements of SGMA, which include the formation of a one or more Groundwater Sustainability Agencies (GSAs) and the development and implementation of one or more Groundwater Sustainability Plans (GSPs) by January 31, 2022. If the statutory deadline is not met for GSP development and/or implementation, the State has the authority to intervene and manage groundwater within non-compliant subbasins. SGMA requires that adopted GSPs result in sustainable groundwater management which avoids undesirable results.

The Tracy Subbasin contained areas of San Joaquin, Contra Costa and Alameda Counties. The Banta-Carbona Irrigation District, Byron-Bethany Irrigation District, City of Tracy, City of Lathrop, Stewart Tract, West Side Irrigation District, and San Joaquin County are GSAs within the Tracy Subbasin. The GSAs recognize that developing and adopting a single GSP for the subbasin would be the most efficient way of achieving sustainability and preventing State intervention into local groundwater management.

Working with San Joaquin County and the Tracy Subbasin GSAs, a Memorandum of Agreement (MOA) has been developed for the development of the San Joaquin County GSP for the Tracy Subbasin. Under the terms of the MOA, San Joaquin County is designated as the lead entity to enter into an agreement with the City of Brentwood to coordinate the allocation of grant funds.

The City, BCID, BBID[2], City of Lathrop, San Joaquin County, and Stewart Tract are the six GSAs formed in the Tracy Subbasin and are working cooperatively to develop a single GSP. The Tracy Subbasin GSAs were awarded a DWR grant to develop the GSP. Pursuant to the Grant Agreement, each GSA designated an appointee to form the GSP Coordination Committee, and the San Joaquin County was appointed as the Grant Administrator. The Grant Administrator or any two appointees may call meetings of the GSP Coordination Committee as needed to in the GSP development process.

The GSP for the Tracy Subbasin has been adopted by the GSAs and was submitted to DWR by the statutory deadline of January 31, 2022. The Final GSP is available on the Tracy Subbasin website: https://tracysubbasin.org.

As one of the six GSAs that are managing the Tracy Subbasin., the City has been actively involved in GSP development activities and will continue to be involved throughout SGMA implementation. The City has one appointee (and an alternate) on the Tracy Subbasin GSP Coordination Committee, which meets quarterly, and the Technical Committee, which meets monthly.

[2] The West Side Irrigation District officially merged with Byron-Bethany Irrigation District in September 2020, which occurred later than the release of the draft GSP chapters.

5.3.4.5 Historical Groundwater Use

As discussed previously, the City currently operates eight groundwater extraction wells and one ASR well. The total production capacity of all of the wells combined is 28.2 mgd, which would equate to a total annual production capability of about 31,600 af/yr if the wells were pumped continuously; however, as described above, the City's maximum annual groundwater extraction rate has been established to be 9,000 af/yr. Key characteristics of the City's wells are listed in Table 5-7.

Table 5-7. Groundwater Well Characteristics

City Well Name/Number	Year Drilled	Total Well Depth (Casing Depth), feet	Casing Diameter, inches	Depth of Perforated Zone, feet[a]	Design Capacity, gpm	Production Capacity, mgd
Well 1	1986	1,010 (1,000)	16"	450-550 580-980	1,500	2.2
Well 2	1989	990 (870)	16"	420-850	2,000	2.9
Well 3	1989	1,020 (900)	16"	420-890	2,000	2.9
Well 4	1989	1,020 (950)	16"	380-940	2,000	2.9
Lincoln Well	1990	1,000 (1,000)	16"	490-980	2,500	3.6
Well 5[b] (Lewis Manor Well)	2000	1,015 (1,000)	18"	410-480 601-630 650-670 805-830 900-930 965-990	2,500	3.6
Well 6 (Park & Ride Well)	2001/02	1,250 (1,216)	18"	550-598 610-636 656-678 738-754 774-796 966-982 1,014-1,122 1,176-1,196	2,000	2.9
Well 7 (Ball Park Well)	2002	1,070 (894)	18"	550-598 570-732 850-874	2,500	3.6
Well 8[c]	2004	850 (850)	18"	370-460 510-640 680-820	2,500	3.6

(a) Source: GEI Consultants, Summary of Groundwater Conditions November 2007 through November 2008, dated January 23, 2009.
(b) Data shown is for the Lewis Manor Replacement Well constructed in 2000.
(c) Well 8 went into operation in September 2010, initially as an extraction well and then as a permitted ASR Well.

It should be noted that only Wells 1, 2, 3, 4 and 8 currently have provisions for ammonia addition. It is recommended that provisions for ammonia addition be added to the City's other wells to provide maximum flexibility in the operation of the wells in conjunction with the City's surface water supplies which are disinfected through chloramination.

The City's annual groundwater production since 2010 is shown in Table 5-8.

Table 5-8. Historical Groundwater Production by the City of Tracy

Year	Annual Groundwater Production, af
2010	498
2011	292
2012	420
2013	515
2014	680
2015	519
2016	648
2017	995
2018	817
2019	645
2020	1,181

5.3.4.6 Projected Future Groundwater Use

As discussed in Section 5.3.4.2, the City may sustainably pump up to 9,000 af/yr from the local groundwater basin. Since the hard, high TDS groundwater is of lower quality than the City's surface water sources, the City has scaled back its groundwater extraction in most years. However, the City will continue to rely on groundwater for peaking and drought and emergency water supply.

The City anticipates that total extraction during a normal year will be 2,500 af/yr. By reducing groundwater extraction on an average annual basis, the City will: (1) increase the overall quality of its drinking water, thus increasing customer satisfaction and reducing system maintenance and repair caused by the lower-quality groundwater; and (2) recharge the underlying aquifer, effectively increasing the availability of groundwater during a drought or emergency condition (i.e., effectively "banking" groundwater).

The projected use of groundwater during dry years is about 4,500 af/yr and is consistent with the City's Groundwater Management Policy. In the event that the City is unable to secure additional high-quality surface water supplies in the future, the City is able to expand groundwater production up to 9,000 af/yr. In the event of a severe water supply shortage or emergency, the City has the ability to increase production dramatically, up to 22,000 af/yr.

5.3.5 Aquifer Storage and Recovery

The City's ASR Program allows the City to optimize conjunctive use of its water supplies through injection of surplus treated (potable) drinking water into selected aquifer zones within the groundwater subbasin for storage when surplus supplies are available, and recovery of that potable water from the aquifer to optimize water quality and meet seasonal peak demands during drought periods, or when emergency or disaster scenarios preclude the use of imported water supplies.

In January 2004, the City constructed a new well (Well 8) that was designed to allow for both injection and extraction of water supplies in conjunction with the City's proposed ASR Program. In early 2009, the City contracted to construct the above-ground well facilities (including the pump house, pump, motor, SCADA, electrical, telemetry, chemical feed systems, *etc.*) to have Well 8 operational in September 2010, initially as an extraction well, and in the future as part of the City's proposed ASR Program. In addition, the City installed two monitoring wells for use in the demonstration project monitoring and testing for the proposed ASR Program.

The City obtained regulatory approval from the Central Valley Regional Water Quality Control Board (RWQCB) to conduct an ASR Demonstration Testing Program. The Phase 1 ASR Demonstration Testing was conducted between January 2011 and September 2011 and involved the injection of 233 acre-feet (76 million gallons) of treated SSJID potable water, storage in the confined aquifer, and subsequent extraction of 340 acre-feet (111 million gallons) of water[3]. The Phase 2 ASR Testing was initiated in late December 2011 and was completed in September 2012 with injection of 700 acre-feet. The Tracy City Council approved and adopted a CEQA Negative Declaration (SCH No. 2012102013) for the permanent ASR Program on December 4, 2012.

Injection of treated SSJID water into the ASR well occurs during the winter months (i.e., November through April), when City demands are low and when the City's JJWTP and groundwater wells can be shut down such that only treated SSJID water is injected per the City's ASR permit. Extraction occurs primarily in the summer months to meet increased demands associated with irrigation needs, and as needed during droughts and water shortage emergencies. It is estimated that between 685 and 915 af/yr of potable water could be injected into the aquifer, assuming a 5-month continuous injection rate of 1.5 to 2.0 mgd at Well 8. The City's current strategic plan for ASR operations involves injecting up to 1,000 af/yr over six months during the winter and extracting 75 percent of the injection volume during the following summer. These operations would result in net injection into the Lower Tulare Formation aquifer, which will gradually create a "buffer supply" that the City can utilize in dry years or during water shortage emergencies.

Net annual ASR injection and extraction amounts from Well 8 since 2013 are shown in Table 5-9.

[3] Interim (Final) Status Report for Well 8 ASR Demonstration Program, Memorandum prepared for City of Tracy by Pueblo Water Resources, dated December 7, 2011.

Table 5-9. Tracy ASR Well 8 Annual Injection and Extraction	
Year	Net Injection or Extraction, af
2013	415 (injection)
2014	221 (extraction)
2015	322 (injection)
2016	165 (injection)
2017	665 (injection)
2018	2 (injection)
2019	0
2020	190 (injection)

5.3.6 Out-of-Basin Water Banking

The Semitropic Groundwater Storage District Groundwater Storage Bank (Semitropic) is a water storage system that began operation in the early 1990s. Located in Kern County between the California Aqueduct and the DMC, Semitropic is one of eight California groundwater banking agencies. Semitropic works by having its banking partners deliver their surplus water to Semitropic for storage. Then, when requested by the banking partner, Semitropic returns the stored water to the California Aqueduct for use by its partners either by exchanging its entitlement or by reversing the intake facility (known as "pumpback"). Through "pumpback," Semitropic can deliver a maximum of 90,000 af/yr of water into the California Aqueduct. The State would then deliver the water to the banking partners.

The total storage capacity at Semitropic is 1.65 million acre-feet and, as listed below, there is still a significant amount of storage capacity which is uncommitted and available. The current Semitropic banking partners and their reserved/available storage capacities are listed in Table 5-10.

Table 5-10. Semitropic Water Storage District Banking Partners[(a)]	
Partner Agency	Storage Allocation, af
Metropolitan Water District of Southern California	350,000
Valley Water (formerly known as Santa Clara Valley Water District)	350,000
Alameda County Water District	150,000
Zone 7 Water Agency	65,000
Newhall Land & Farming Company	55,000
San Diego County Water Authority	45,000
Poso Creek Water Company	60,000
City of Tracy	**10,500**
Homer, LLC	15,000
Harris Farms, LLC	10,500
Available Capacity	474,750
Unallocated Storage	64,250
Total Storage Capacity	**1,650,000**
(a) Source: Semitropic Water Storage District website (www.semitropic.com) as of February 12, 2020.	

In June 2006, the City entered into a pilot agreement with Semitropic for 1,000 acre-feet of water storage at Semitropic, which allowed for an annual withdrawal of up to 333 af/yr (e.g., 1,000 acre-feet divided by 3). The pilot agreement was intended to establish the procedures for water deposits and withdrawals by the City of Tracy and was terminated when the Permanent Agreement with Semitropic was implemented (see below).

On June 5, 2012, the Tracy City Council approved a long-term agreement with Semitropic for 3,500 units of water storage. One unit of water storage allows for a withdrawal of up to 1 af/yr for three years; hence, the agreement would allow for withdrawal of 3,500 af/yr for three years (10,500 af total). To store water in Semitropic, the City would not withdraw its share of CVP water from the DMC, but instead allow this water to continue to move through the DMC and California Aqueduct systems for delivery to and use by Semitropic. This is called "in lieu storage." Upon request by the City, in accordance with the contract, Semitropic would pump the stored water into the California Aqueduct and a like amount of water would be made available to the City directly from the DMC.

Though the City could utilize this supply in any year, it is most valuable during extended drought years when the City's surface water supplies are reduced. The City anticipates that banking water at Semitropic will increase the reliability of the City's water supply and help close the potential future gap between supply and demand during drought conditions or other water supply shortage emergencies. If the City uses water from the Semitropic water bank in any given year, it would manage its supplies during subsequent years such that it could refill the water bank for future use. The City plans to actively maintain storage in Semitropic as feasible.

As of December 2020, the City currently has 6,887 acre-feet of water in storage at Semitropic.

5.4 FUTURE POTABLE WATER SUPPLIES

The City is currently anticipating the following potential future potable water supplies:

- Additional ASR wells
- Additional CVP water supplies from USBR available through a recycled water exchange agreement
- Additional CVP water supplies from BBID
- Additional SCWSP water supplies

These potential future potable water supplies are described below.

5.4.1 Additional ASR Wells

As described above, the City currently has one ASR well (Well 8) which allows the City to inject excess SCWSP water supplies into the groundwater basin for later extraction when needed. The current injection and extraction capacity is 700 af/yr. The City is planning to expand the ASR program with the installation of additional ASR wells. The City's ASR Program will be expanded to provide up to 1,000 af/yr of water supplies from the existing and new ASR wells by 2040. The ASR supply will be used to meet demands during dry years, thereby increasing the reliability of

the City's water supply and helping to close the potential gap between supply and demand during drought conditions or water shortage emergencies.

One constraint with the City's ASR Program is that the permit only allows for SCWSP water to be injected. This means that the City has to shut down the JJWTP and the groundwater wells during the injection period so that only SCWSP supplies are being utilized. The City is considering requesting an amendment to its ASR permit to allow for the use of treated CVP supplies for ASR injection, in addition to the SCWSP water supplies. This would provide more operational flexibility for ASR injection and allow the City to optimize the storage of surface water supplies in wet years for later extraction in dry years. A potential alternative, if the City's ASR permit cannot be modified to allow for other water supplies to be injected, would be to construct a dedicated SCWSP water pipeline to the ASR well(s). Future expansion of the ASR program will need to fully evaluate these operational restrictions and potential alternatives.

5.4.2 Additional CVP Water Supplies from USBR Available Through a Recycled Water Exchange Program

The City is evaluating the potential for indirect reuse of its available recycled water through an exchange agreement with the USBR whereby a portion of the City's tertiary-treated wastewater (recycled water) would be discharged to the DMC and a like amount of water (i.e., a one-to-one exchange) could then be diverted from the DMC by the City for treatment at the City's JJWTP for potable use. Such supplies would be 100 percent reliable and would not be subject to drought cutbacks.

The benefits of such an exchange agreement include the following:

- Provides for the beneficial use of recycled water: Recycled water (tertiary treated wastewater) is currently discharged by the City into the Delta with minimal beneficial use.
- Provides an additional potable water supply for the City: Through indirect reuse, it provides an additional potable water supply for City residents and enhances water supply reliability for the community.
- Provides enhanced water supply reliability: Recycled water is a "drought proof" water supply.
- Reduces the City's dependence on CVP water supply: CVP water has become increasingly unreliable due to drought, climate change and environmental impacts. Indirect reuse of recycled water would reduce the City's dependence on CVP water supplies.
- Builds on existing infrastructure: Operations under the exchange agreement would utilize the existing wastewater treatment facilities and recently constructed recycled water pump station and pipelines.
- Reduces salt loading in the Delta: Recycled water has a total dissolved solids content of approximately 660 milligrams per liter. Water of this quality is suitable for reuse but does not meet Delta salinity standards. This results in the USBR having to release additional water from New Melones Reservoir to attain Delta salinity standards.

The project would require development of a project description, NEPA/CEQA review, approval of an exchange agreement and then design and construction of a recycled water pipeline to discharge recycled water to the DMC downstream of the City's JJWTP intake. If such a project is approved and implemented, the City anticipates that it would initially provide up to 5,900 af/yr of additional potable water supplies to the City, with future expansion as needed to meet future demands.

5.4.3 Additional CVP Water Supplies from BBID

Additional BBID DMC/CVP water supplies may be available to the City as agricultural land is converted to M&I uses. The land area that could potentially provide this additional water supply includes the portion of BBID's service area that falls within the City's planning areas (excluding the BBID Raw Water Service Area 2). Eligible land area is estimated to be approximately 2,600 acres. While the exact quantity of water that would be available is unknown, a contractual entitlement equal to 3.4 af/yr/acre may be available, resulting in a total supply of up to 8,800 af/yr (2,600 acres x 3.4 af/yr/acre). However, it should be noted that the additional water supplies would have agricultural reliability similar to the City's Ag-reliability CVP supplies described in Section 5.3.1.2 above and therefore would be subject to significant cutbacks in dry years. Agreements between Tracy and BBID, as well as environmental review, would need to occur before such a transaction could take place.

However, because of the uncertainty associated with the availability and reliability of this supply source, especially in dry years, for purposes of this Citywide Water System Master Plan Update, it is assumed that this future water supply will not be available to the City in the future.

5.4.4 Additional SCWSP Water Supplies

The City previously anticipated that an additional 1,880 af/yr of treated water supplies may be available from the SCWSP in the future through a Conserved Water Amendment Agreement. This additional supply would have the same reliability as the supply that the City is currently receiving from the SCWSP, including that recently purchased from the City of Lathrop. Delivery of these additional supplies to the City would be through the same, existing facilities currently delivering the City's existing SCWSP supplies. Delivery of these additional supplies would be subject to approval and environmental review.

However, because of the current uncertainty associated with the availability and reliability of this supply source, especially in dry years as a result of the Bay-Delta Plan Amendment, for purposes of this Citywide Water System Master Plan Update, it is assumed that this future water supply will not be available to the City in the future.

5.5 EXISTING NON-POTABLE WATER SUPPLIES

5.5.1 Recycled Water

In 2002, the City adopted a Recycled and Non-Potable Water Ordinance requiring all new subdivisions, to the extent practicable, to install the required infrastructure (such as dual-distribution pipelines) to provide recycled water to meet non-potable water demands at parks, golf courses, athletic fields, schools, median island landscapes, and industrial sites. The ordinance was codified into the Tracy Municipal Code as Chapter 11.30 "Recycled and Non-Potable Water."

In March 2013, the City adopted Ordinance 1183 amending Chapter 11.30 of the Tracy Municipal Code to update the City's recycled water requirements to be consistent with State, regional and local standards, including the California SB X7-7, 2010 California Green Building Standards Code, California Model Water Efficient Landscape Ordinance, and the City of Tracy Sustainability Action Plan. Approvals and permits for the production, distribution and use of recycled water will be required from the RWQCB and the SWRCB Division of Drinking Water.

Both the 2012 WSMP and Tracy Wastewater Master Plan included recommended capital improvement projects for the development of the City's recycled water system, including pump station and pipeline facilities to deliver recycled water within the City's service area for use for landscape irrigation and other non-potable uses. To date, the City has spent approximately $85 million on improvements to the City's WWTP to allow for the production of tertiary-treated wastewater meeting Title 22 requirements for recycled water use for landscape irrigation and other non-potable uses. In December 2013, the City adopted Development Impact Fees to fund recycled water infrastructure improvements. In 2015, the City received a $18 million Proposition 84 grant from DWR to fund construction of pump stations and pipelines to distribute recycled water. In March 2019, the City received an amended order from the SWRCB approving the change in place of use of its treated wastewater. The order allows for the City to change the point of discharge and place of use of treated wastewater by a reduction in discharge to Old River of up to 8.1 mgd, with a maximum annual limit of 5,900 af/yr and use the treated wastewater for industrial and irrigation purposes within the service areas of the City's Sphere of Influence, BBID within the City's Sphere of Influence and WSID.

The City recently completed construction of a recycled water pump station at the City's WWTP and a recycled water pipeline from the WWTP west to Lammers Road and south to Kimball High School. A second phase of construction will include a second pump station and additional recycled water pipeline to further extend the distribution of recycled water supplies within the City.

As described in Chapter 4, at buildout of the City's General Plan, it is estimated that the recycled water demand for landscape irrigation will be approximately 6,300 af/yr.

5.5.2 Shallow Non-Potable Groundwater

As discussed above, the Tracy Subbasin underlying the City has two aquifers: semi-confined and confined. The uppermost semi-confined aquifer is primarily comprised of alluvial and flood basin formations. The underlying confined aquifer is primarily comprised of the Tulare Formation and it is overlain by the Corcoran Clay, which separates the upper semi-confined aquifer from the underlying confined aquifer. The City's production wells draw from the confined aquifer only and

the average annual operational groundwater yield of 9,000 af/yr described in previous sections applies only to the confined aquifer. The City does not currently pump any groundwater from the semi-confined aquifer.

The shallow semi-confined groundwater is considered to be suitable for agricultural irrigation purposes. However, due to the poor water quality associated with the shallow groundwater supply, the use of this supply to meet the non-potable demands within the City's SOI is not recommended and is not discussed further in this Citywide Water System Master Plan Update.

5.6 RELIABILITY OF THE CITY'S WATER SUPPLIES

5.6.1 Potable Water Supply Reliability

The projected reliability for each of the City's supply sources under normal, single dry and multiple dry year conditions are described below.

5.6.1.1 Normal Years

Normal or wet water years are those that match or exceed median rainfall and runoff levels. The reliability of each of Tracy's existing and future water supplies and their projected availability during normal and wet years is described below:

- The City's contract with the USBR for 10,000 af/yr of DMC/CVP water is subject to M&I reliability. Based on the historical record, the City's long-term average allocation of DMC/CVP water pursuant to this contract is anticipated to be at least 85 percent of the total entitlement. However, due to recent environmental concerns in the Delta and potential future impacts due to climate change, the normal year supply of DMC/CVP M&I water is assumed to be 75 percent of the City's historical use. Based on a historical use of 5,930 af/yr (i.e., the average quantity of CVP water put to beneficial use by the City during the last three years of water deliveries that were unconstrained by the availability of CVP water), the projected normal year supply is 4,448 af/yr.
- The City has received acquired assignments from Banta-Carbona Irrigation District (BCID; 5,000 af/yr) and West Side Irrigation District (WSID; 5,000 af/yr) for a total entitlement of 10,000 af/yr of DMC/CVP water. These supplies are subject to Ag-reliability. The City is conservatively estimating that it will receive 50 percent of its Ag-reliability contractual entitlement, or 5,000 af/yr, in normal years.
- The City has acquired up to 4,500 af/yr of pre-1914 appropriative water rights water from BBID. These supplies are restricted in their place of use, and therefore the supply is anticipated to be equal to the projected demand within that place of use (i.e., the Tracy Hills area) ranging from 800 af/yr in 2025 to 3,300 af/yr in 2045. The City anticipates being able to receive 100 percent of this supply in normal years.

- The City has a total contractual entitlement of 13,135 af/yr of Stanislaus River water provided through the SCWSP, including 10,000 af/yr from its original contract with SSJID, 1,120 af/yr purchased from Lathrop, and 2,015 af/yr purchased on an interim basis from Escalon. The agreement between Tracy and Escalon is assumed to terminate after 2025. Based on information provided by SSJID, the City expects to receive 100 percent of its SCWSP water supply allocation during a normal water year. As such, the City anticipates being able to receive 13,135 af/yr of SCWSP supply in 2025 and 11,120 af/yr afterwards, assuming normal year conditions.
- The City is able to withdraw up to 9,000 af/yr of groundwater from the Tracy Subbasin. However, due to the aging infrastructure and water quality issues in the City's groundwater supplies, the City is projecting to be able to withdraw up to 2,500 af/yr in normal years. This groundwater supply is considered to be 100 percent reliable.
- The City does not anticipate using its Semitropic water or ASR water in normal years.
- The City anticipates that a Recycled Water Distribution Network and Exchange agreement will be executed with the USBR by 2030 to provide additional CVP supplies to the City in exchange for the City discharging a like amount of tertiary-treated recycled water to the DMC. The City assumes that the Recycled Water Distribution Network and Exchange will be implemented as needed to meet future demand conditions and is currently projected to supply an amount ranging from 1,925 af/yr in 2030 to 7,500 af/yr in 2045. This water supply is considered to be 100 percent reliable.
- The City's recycled water supply is expected to be 100 percent reliable. Based on the projected non-potable demands and assuming that the City makes investments in infrastructure and permitting, the City estimates that they will have access to 1,000 af/yr of recycled water supply in 2025, increasing to 6,300 af/yr in 2045.

The reliability of each of the City's existing and additional planned future water supplies and their projected availability during normal years at buildout is shown in Table 5-11.

Table 5-11. Projected Existing and Additional Planned Future Water Supplies Available in Normal Years at Buildout

Supply	Percent Allocation/ Entitlement	Projected Available Supplies, af/yr
Existing Water Supplies		
USBR CVP - Tracy Contract[a]	75	4,448
USBR CVP - BCID Contract	50	2,500
USBR CVP - WSID Contract	50	2,500
	Total CVP Supplies	**9,448**
BBID (pre-1914 to meet Tracy Hills demand)	100	3,300
SCWSP (SSJID) (pre-1914)	100	11,120
Groundwater	100	2,500
Semitropic Water Storage Bank[b]	0	0
	Total Existing Potable Supplies	**26,368**
Additional Planned Future Water Supplies[a]		
Additional USBR CVP (BBID contract)	0	0
Aquifer Storage and Recovery[b]	0	0
Recycled Water Exchange	100	7,500
Recycled Water (non-potable)	100	6,300
	Total Additional Planned Future Potable Supplies	**7,500**
	Total Potable Supplies	**33,868**
	Total Additional Planned Future Non-Potable Supplies	**6,300**
	TOTAL WATER SUPPLY	**40,168**

Source: City of Tracy 2020 UWMP, Table 7-2, June 2021.

(a) Percent of historical use
(b) Not used in normal years.

5.6.1.2 Single Dry Years

During a single dry year, all of the City's existing surface water allotments are subject to some level of reduction. Assumed reductions are based on actual reductions in CVP deliveries experienced in the recent drought and the new USBR M&I Reliability Policy adopted in 2017. The actual reductions will vary with the severity of the regional water supply shortage and climatic conditions, and the consideration of contract agreements.

The following describes the availability and reliability of the City's existing and additional planned future water supplies under single dry year conditions:

- The City's contract with the USBR for 10,000 af/yr of DMC/CVP water is subject to M&I reliability. During a single dry year, the City estimates to receive 25 percent of the City's historical use. Based on the historical use of 5,930 af/yr, the projected supply is 1,483 af/yr.

- The City has a total entitlement of 10,000 af/yr of DMC/CVP Ag-reliability water. The City anticipates receiving 0 percent of its DMC/CVP Ag-reliability water in a single dry year.
- The City has acquired up to 4,500 af/yr of pre-1914 appropriative water rights water from BBID. This supply is restricted with regard to the place of use (Tracy Hills). The City anticipates being able to receive 85 percent of its contractual entitlement in a single dry year (3,825 af/yr). As the projected demand is 3,300 af/yr in 2045 and is lower than the 3,825 af/yr of available supply, the reduction in reliability does not result in a reduction to actual amount of water used. Therefore, the supply in a single dry year is anticipated to be equal to the projected demand within the Tracy Hills area, ranging from 800 af/yr in 2025 to 3,300 af/yr in 2045.
- The City has a total contractual entitlement of 13,135 af/yr of Stanislaus River water provided through the SCWSP. Based on information provided by SSJID, the City expects to receive 76 percent of its SCWSP water supply allocation during 2025, 2030, and 2035 and 56 percent during 2040 and 2045. In addition, the SCWSP water transferred from Escalon is assumed to be unavailable after 2025. As such, the City estimates 9,974 af/yr of SCWSP supply in 2025, 8,444 af/yr in 2030 and 2035, and 6,177 af/yr afterwards.
- During a single dry year, the City anticipates increasing its groundwater production on a short-term basis from the normal year production of 2,500 af/yr to 4,500 af/yr. The groundwater supply is considered to be 100 percent reliable.
- The City anticipates that 700 af/yr of water will be available for use in a single dry year through operation of its ASR well. An additional 300 af/yr is estimated to be available by 2040 for a total of 1,000 af/yr. This water supply is considered to be 100 percent reliable assuming that the City is consistently able to refill the ASR storage during non-drought years to maintain at least 1,000 af in storage at the beginning of a single dry year.
- The City has acquired 10,500 af/yr of storage in Semitropic, which allows the City to withdraw up to 3,500 af/yr for three consecutive years. Due to the difficulties experienced by the City in accessing stored water via the DMC on a short timeframe, the City has conservatively assumed that the Semitropic water will not be available in a single dry year.
- The City anticipates that a Recycled Water Distribution Network and Exchange agreement will be executed with the USBR by 2030 to provide additional CVP supplies to the City in exchange for the City discharging a like amount of tertiary-treated recycled water to the DMC. The City assumes that the Recycled Water Distribution Network and Exchange will be implemented as needed to meet future demand conditions and is currently projected to supply an amount ranging from 1,925 af/yr in 2030 to 7,500 af/yr in 2045. This water supply is considered to be 100 percent reliable.
- The City's recycled water supply is expected to be 100 percent reliable. Based on the projected non-potable demands and assuming that the City makes investments in infrastructure and permitting, the City estimates that they will have access to 1,000 af/yr of recycled water supply in 2025, increasing to 6,300 af/yr in 2045.

The reliability of each of the City's existing and additional planned future water supplies and their projected availability during a single dry year at buildout is shown in Table 5-12.

Table 5-12. Projected Existing and Additional Planned Future Water Supplies Available in Single Dry Years at Buildout

Supply	Percent Allocation/ Entitlement	Projected Available Supplies, af/yr
Existing Water Supplies		
USBR CVP - Tracy Contract[a]	25	1,483
USBR CVP - BCID Contract	0	0
USBR CVP - WSID Contract	0	0
	Total CVP Supplies	**1,483**
BBID (pre-1914 to meet Tracy Hills demand)	100	3,300
SCWSP (SSJID) (pre-1914)[b]	56	6,177
Groundwater[c]	100	4,500
Semitropic Water Storage Bank	0	0
Total Existing Potable Supplies		**15,460**
Additional Planned Future Water Supplies		
Additional USBR CVP (BBID contract)	0	0
Aquifer Storage and Recovery[c] [d]	100	1,000
Recycled Water Exchange[c]	100	7,500
Recycled Water (non-potable)[c]	100	6,300
Total Additional Planned Future Potable Supplies		**8,500**
Total Potable Supplies		**23,960**
Total Additional Planned Future Non-Potable Supplies		**6,300**
TOTAL WATER SUPPLY		**30,260**

Source: City of Tracy 2020 UWMP, Table 7-3, June 2021.

(a) Percent of historical use.
(b) Percentage of contract entitlement is based on information from SSJID for 2040 and later.
(c) Groundwater and recycled water volumes assume the City invests in infrastructure and/or permitting.
(d) ASR volumes assume surplus supplies are available in wet years to inject and store, as well as additional investment in ASR construction and operation.

5.6.1.3 Multiple Dry Years

During multiple dry years, the City's surface water supplies (from both the CVP and SCWSP) may be significantly reduced. Thus, in the event of drought, the City will have to depend more heavily on conservation efforts, groundwater, and the proposed future supply projects.

The following describes the availability and reliability of the City's existing and additional planned future water supplies under multiple dry year conditions:

- The City's contract with the USBR for 10,000 af/yr of DMC/CVP water is subject to M&I reliability. During multiple dry years, the City estimates that it will receive 40 percent of the City's historical use. Based on the historical use of 5,930 af/yr, the projected supply is 2,372 af/yr.

- The City has a total entitlement of 10,000 af/yr of DMC/CVP Ag-reliability water. The City anticipates receiving 0 percent of its DMC/CVP Ag-reliability water in multiple dry years.
- The City has acquired up to 4,500 af/yr of pre-1914 appropriative water rights water from BBID. This supply is restricted with regard to the place of use (Tracy Hills). The City anticipates being able to receive 85 percent of its contractual entitlement in multiple dry years (3,825 af/yr). As the projected demand is 3,300 af/yr in 2045 and is lower than the 3,825 af/yr of available supply, the reduction in reliability does not result in a reduction to actual amount of water used. Therefore, the supply in multiple dry years is anticipated to be equal to the projected demand within the Tracy Hills area, ranging from 800 af/yr in 2025 to 3,300 af/yr in 2045.
- The City has a total contractual entitlement of 13,135 af/yr of Stanislaus River water provided through the SCWSP. Based on information provided by SSJID, the City's SCWSP water supply reliability during multiple dry years range from 56 to 100 percent. In addition, the SCWSP water transferred from Escalon is assumed to be unavailable after 2025.
- During multiple dry years, the City anticipates increasing its groundwater production on a short-term basis from the normal year production of 2,500 af/yr to 4,500 af/yr. The groundwater supply is considered to be 100 percent reliable.
- The City anticipates that 700 af of water will be available for use in multiple dry years through operation of its ASR well. An additional 300 af is estimated to be available by 2040 for a total of 1,000 af. The City is assumed to be unable to refill the ASR storage during multiple dry years. Therefore, the annual ASR supply available is assumed to equal one fifth of the total stored volume (i.e., 140 af/yr between 2025 and 2035 and 200 af/yr between 2040 and 2045). This water supply is considered to be 100 percent reliable assuming that the City is consistently able to refill the ASR storage in non-drought years to maintain at least 1,000 af in storage at the beginning of a multiple dry year sequence.
- The City has acquired 10,500 af/yr of storage in Semitropic, which allows the City to withdraw up to 3,500 af/yr for three consecutive years. Due to the difficulties experienced by the City in accessing stored water via the DMC on a short timeframe, the City has conservatively estimated that the 0 percent of the City's storage will be available in the first year of a five-consecutive-year drought, and 100 percent will be available over the following four years. Based on the City's current storage at Semitropic of 6,887 af, the amount available in the second to fifth year of a five-consecutive-year drought is assumed to be 1,722 af/yr (6,887 af divided by four). A similar reliability estimate is provided for all dry-year sequences under the assumption that the City is consistently able to re-fill the water bank in non-drought years to maintain at least 7,000 af/yr in storage at the beginning of a multiple dry year sequence.

- The City anticipates that a Recycled Water Distribution Network and Exchange agreement will be executed with the USBR by 2030 to provide additional CVP supplies to the City in exchange for the City discharging a like amount of tertiary-treated recycled water to the DMC. The City assumes that the Recycled Water Distribution Network and Exchange will be implemented as needed to meet future demand conditions and is currently projected to supply an amount ranging from 1,925 af/yr in 2030 to 7,500 af/yr in 2045. This water supply is considered to be 100 percent reliable.
- The City's recycled water supply is expected to be 100 percent reliable. Based on the projected non-potable demands and assuming that the City makes investments in infrastructure and permitting, the City estimates that they will have access to 1,000 af/yr of recycled water supply in 2025, increasing to 6,300 af/yr in 2045.

The reliability of each of the City's existing and additional planned future water supplies and their projected availability during a five-consecutive-dry year (multiple dry year) period at buildout is shown in Table 5-13.

Table 5-13. Projected Existing and Additional Planned Future Water Supplies Available Five-Consecutive-Dry Years at Buildout

Supply	Percent Allocation/ Entitlement	Projected Available Supplies, af/yr				
		Year 1	Year 2	Year 3	Year 4	Year 5
Existing Water Supplies						
USBR CVP - Tracy Contract[a]	40	2,372	2,372	2,372	2,372	2,372
USBR CVP - BCID Contract	0	0	0	0	0	0
USBR CVP - WSID Contract	0	0	0	0	0	0
Total CVP Supplies		**2,372**	**2,372**	**2,372**	**2,372**	**2,372**
BBID (pre-1914 to meet Tracy Hills demand)	100	3,300	3,300	3,300	3,300	3,300
SCWSP (SSJID) (pre-1914)	*See Note (b)*	11,120	11,120	6,177	6,177	11,120
Groundwater[c]	100	4,500	4,500	4,500	4,500	4,500
Semitropic Water Storage Bank	100	0	1,722	1,722	1,722	1,722
Total Existing Potable Supplies		**21,292**	**23,014**	**18,071**	**18,071**	**23,014**
Additional Planned Future Water Supplies						
Additional USBR CVP (BBID contract)	0	0	0	0	0	0
Aquifer Storage and Recovery[c][d]	100	200	200	200	200	200
Recycled Water Exchange[c]	100	7,500	7,500	7,500	7,500	7,500
Recycled Water (non-potable)[c]	100	6,300	6,300	6,300	6,300	6,300
Total Additional Planned Future Potable Supplies		**7,700**	**7,700**	**7,700**	**7,700**	**7,700**
Total Potable Supplies		**28,992**	**30,714**	**25,771**	**25,771**	**30,714**
Total Additional Planned Future Non-Potable Supplies		**6,300**	**6,300**	**6,300**	**6,300**	**6,300**
TOTAL WATER SUPPLY		**35,292**	**37,014**	**32,071**	**32,071**	**37,014**

Source: City of Tracy 2020 UWMP, Tables 7-4 and 7-5, June 2021.

(a) Percent of historical use.

(b) Information provided by SSJID. SSJID's reliability estimates for a five consecutive year drought were based on the historical supplies available for the SCWSP during the 2012 to 2016 drought period. During 2012, 2013, and 2016 (the first, second, and fifth years), SSJID was able to provide the full allocation to SCWSP participants, whereas during 2014 and 2015 (the third and fourth years), SSJID was only able to provide 75 percent of the full allocation to SCWSP participants.

(c) Groundwater and recycled water volumes assume the City invests in infrastructure and/or permitting.

(d) ASR volumes assume surplus supplies are available in wet years to inject and store, as well as additional investment in ASR construction and operation.

5.6.2 Emergency Water Supply Conditions

During the recent drought conditions in California, water supply deliveries from the SWP and CVP (and other surface water supply sources throughout California) were severely reduced and even the availability of pre-1914 water rights was challenged. Many water supply agencies, including the City, implemented their Water Shortage Contingency Plans, including mandatory water conservation measures, to reduce water use. Even with 0 percent deliveries from the City's USBR CVP agricultural supplies in 2014, the diversity of the City's water supply portfolio together with water conservation efforts by the City's customers allowed the City to meet all water demands. If the recent drought were to re-occur, and deliveries of surface water supplies are reduced further, the City's Water Shortage Contingency Plan would be enacted as needed.

The City's Water Shortage Contingency Plan includes shortage response actions for six water shortage levels up to greater than 50 percent shortage due to foreseeable or unforeseeable events. The City's Water Shortage Contingency Plan is included in Appendix H of the 2020 UWMP. The City may implement demand reduction actions, supply augmentation, mandatory restrictions, and other actions as appropriate for the shortage level to reduce the gap between supply and demand.

Further, the City has prepared a Water System Emergency Response Plan which provides a framework for emergency response by the City's Utilities Department by describing the department's emergency management organization, roles, and responsibilities and emergency policies and procedures. The Water System Emergency Response Plan provides action plans to be implemented to address the emergency.

5.6.3 Non-Potable Water Supply Reliability

Recycled water supplies are generally regarded as being highly reliable water supplies, even during drought conditions. This is because wastewater flows are primarily generated from interior water uses which generally remain about the same throughout the year and during drought conditions (reductions in water use during drought conditions are primarily the result of reduced exterior water uses which generally do not become wastewater flows). For this reason, it is assumed that recycled water supplies will be 100 percent reliable under all hydrologic conditions.

5.7 SUFFICIENCY OF THE CITY'S WATER SUPPLIES

5.7.1 Potable Water Supply Availability

Table 5-14 summarizes the projected availability of the City's existing and planned future potable water supplies compared with projected water demands in normal, single dry and multiple dry years at buildout.

To be conservative, water demands were assumed to be at normal levels. With future planned projects implemented, the results of the assessment show that water supply is sufficient during normal years. However, during a single dry year or a multiple dry year period, the City must depend more heavily on conservation efforts, groundwater, and the proposed future supply projects to overcome the gap between supply and demand. As described in the City's 2020 UWMP, these findings are primarily due to projected reduced reliability of the City's CVP supplies and SSJID supplies in dry years.

Table 5-14. Summary of Buildout Total Water Supply Versus Demand During Hydrologic Normal, Single Dry, and Multiple Dry Years[a]

Hydrologic Condition		Supply and Demand Comparison, af/yr
Normal Year[b]		
Available Total Water Supply		40,168
Total Water Demand		39,800
	Potential Surplus (Deficit)	368
	Percent Shortfall of Demand	-
Single Dry Year[c]		
Available Total Water Supply		30,259
Total Water Demand		39,800
	Potential Surplus (Deficit)	(9,541)
	Percent Shortfall of Demand	24%
Multiple Dry Years[d]		
Year 1	Available Total Water Supply[e]	35,292
	Total Water Demand	39,800
	Potential Surplus (Deficit)	(4,508)
	Percent Shortfall of Demand	11.3%
Year 2	Available Total Water Supply	37,014
	Total Water Demand	39,800
	Potential Surplus (Deficit)	(2,786)
	Percent Shortfall of Demand	7.0%
Year 3	Available Total Water Supply	32,071
	Total Water Demand	39,800
	Potential Surplus (Deficit)	(7,729)
	Percent Shortfall of Demand	19.4%
Year 4	Available Total Water Supply	32,071
	Total Water Demand	39,800
	Potential Surplus (Deficit)	(7,729)
	Percent Shortfall of Demand	19.4%
Year 5	Available Total Water Supply	37,014
	Total Water Demand	39,800
	Potential Surplus (Deficit)	(2,786)
	Percent Shortfall of Demand	7.0%

(a) Water demands are from Table 4-16.
(b) Normal Year supplies are from Table 5-11
(c) Single Dry Year supplies are from Table 5-12.
(d) Multiple Dry Year supplies are from Table 5-13
(e) Assumes 0 percent of the City's storage in Semitropic is available for the first year.

To close the gap between supply and demand during dry years, the City will need to implement its Water Shortage Contingency Plan to reduce water demands and implement future water supply projects. This includes full implementation of the proposed Recycled Water Distribution Network and Exchange Program and expansion of the ASR Program. Delays in implementing these projects could result in greater water supply shortages and the need for additional water conservation to meet demands. Investments in wet year water supplies will also be needed to refill storage in Semitropic and expand the City's ASR program.

The dry year shortfalls presented in Table 5-14 include water supply and demand projections with numerous uncertainties and the situation is dynamic and discussed in Section 7 of the 2020 UWMP. The City continues to work on strategies and actions to address the projected water supply shortfall. Uncertainties are itemized below:

- The Bay-Delta Plan Amendment implementation is under negotiation. The SSJID and others are continuing negotiations with the SWRCB on implementation of the Bay-Delta Plan Amendment for water supply cutbacks, particularly during droughts. This is a dynamic situation and the projected drought cutback allocations may need to be revised before the next (i.e., 2025) UWMP depending on the outcome of ongoing negotiations. The City has considered a conservative estimate of the potential impacts of the Bay-Delta Plan Amendment on the SCWSP (and therefore the City), which is provided in Appendix G of its 2020 UWMP.
- The supply yield of the City's development of additional ASR and recycled water supplies are accounted for in current supply projections. However, implementation of these projects will require significant investment by the City. Similarly, investments in wet years supplies will be needed to refill storage in Semitropic and expand the City's ASR program.
- The City continues to work closely with the USBR and SSJID on their rationing policies to ensure that M&I needs can be met. Rationing policies may potentially be revised.
- The City's projected water demands are subject to change in the future based on water conservation policies and regulations for current and future development, and the pace and extent of development.
- Frequency and duration of cutbacks and, therefore, the shortfalls are also uncertain. In addition to the supply volumes, the above listed uncertainties would also impact the projected frequency and duration of shortfalls.

5.7.2 Recycled Water Supply Availability

Recycled water will be treated to a tertiary level in accordance with Title 22 requirements at the City's WWTP and will be distributed to recycled water use areas within the City's SOI for use for landscape irrigation and other non-potable uses and will be used as part of the Recycled Water Distribution Network and Exchange Program. It is anticipated that with expansion of the City's WWTP adequate recycled water supplies will be available on an annual basis to meet the projected recycled water demands at buildout of the City's General Plan.

The projected future use of recycled water supplies to meet non-potable water demands such as landscape irrigation within the City's service areas is critical to reduce potable water demands and reserve the City's available potable water supplies for their most important uses and to ensure that the City has adequate water supplies to meet future water demands. Without this future recycled water use within the City's service areas, and without the Recycled Water Distribution Network and Exchange Program, the City would have inadequate potable water supplies to meet anticipated future water demands.

5.8 WATER MANAGEMENT STRATEGIES AND OPTIONS

The City has developed strategies and actions to address the projected supply shortfalls. These are discussed in the City's 2020 UWMP and summarized below.

5.8.1 Recycled Water for Non-Potable Use

The City continues to develop recycled water supplies as discussed in Section 5.5.1. Recycled water is planned to augment non-potable demands that would otherwise be supplied with potable water. Buildout potable water demands could be less than the current projections and therefore the resultant supply shortage will likely to be smaller.

5.8.2 Future Water Supply Projects

The City continues to evaluate the expansion of its existing supply and to obtain new supply sources, including the ASR Program and Recycled Water Distribution Network and Exchange Program. Other potential supply options, such as direct potable reuse of recycled water, are also being considered.

The City has also recently entered discussions with the Contra Costa Water District (CCWD) and the San Luis & Delta-Mendota Water Authority to explore the City's potential participation in the Phase 2 Los Vaqueros Reservoir Expansion Project. Los Vaqueros Reservoir is an offstream storage facility located in the coastal foothills west of the Sacramento-San Joaquin Delta. CCWD completed construction of the Los Vaqueros Project in 1997 with an original storage capacity of 100,000 acre-feet. CCWD stores water in Los Vaqueros Reservoir that is diverted from the Delta when water quality is favorable for later release and blending when Delta water quality is degraded. An initial expansion, Phase 1, to 160,000 acre-feet was completed in 2012 to address seasonal water quality degradation and drought needs. The reservoir also provides important emergency water supply storage, recreation, and flood management. The proposed Phase 2 expansion project builds upon the successful Phase 1 expansion completed in 2012. The proposed project will include a regional intertie (the Transfer-Bethany Pipeline), improved pump stations and pipelines and could increase the reservoir's capacity up to 275,000 acre-feet. The Transfer-Bethany Pipeline is currently anticipated to be completed in 2025/2026, with the reservoir expansion to be completed by 2030. The City's participation in the project would increase the City's water supply reliability by providing storage of supplies for use in dry years. The estimated cost for 5,000 acre-feet of storage for the City will be approximately $10 million plus an additional $1.5 million for implementation. In October 2021, the Tracy City Council authorized staff to initiate the process to participate in the project and authorized the City Manager to execute the project activity agreement.

The City is also participating in the proposed B.F. Sisk Dam Raise & Reservoir Expansion Project. The proposed B.F. Sisk Dam Raise & Reservoir Expansion by the USBR and the San Luis Delta Mendota Water Authority provides a reliable option for storage of excess water during the wet season and use during drought conditions when needed. The B.F. Sisk Dam and Reservoir, located approximately 50 miles south of the City, is a major storage facility of the Central Valley Project from which the City receives surface water. The project's environmental document has already been prepared for expansion of the reservoir. The proposed project will add 130,000 acre-feet of additional storage capacity in the reservoir. The project's feasibility study is in its final stages of completion and total cost of the expansion project is estimated at $1 billion. If the City participates in the project, water will be delivered to the City's JJWTP from the DMC through an exchange agreement with the USBR and other participating agencies. The estimated cost for 5,000 acre-feet of storage for the City will be approximately $38 million. In June 2022, the Tracy City Council authorized staff to initiate the process to participate in the project and authorized the City Manager to execute the project activity agreement.

5.8.3 Implementation of Demand Management Measures

The City has an active water conservation program and continues to implement the demand management measures described in Section 9 of the City's 2020 UWMP. Further, in response to the anticipated future shortfalls, the City has developed a robust Water Shortage Contingency Plan that systematically identifies ways in which the City can reduce water demands. The Water Shortage Contingency Plan is included in Section 8 of the City's 2020 UWMP.

5.8.4 Policy-Based Water Efficiency Tools

The City is currently exploring other policy-based water efficiency tools that other supply-constrained agencies across California have implemented. These policy-based tools are often bundled together and referred to as Water Demand Offset (WDO) or Water Neutrality policies. Through these policies, project developers are generally required to offset the new demand anticipated by the development through some combination of demand mitigation options, such as:

- **On-site retrofits.** Project developer with existing property reduces total projected water demand by retrofitting existing property with efficient water fixtures. If projected water demand is reduced below baseline for existing property, no off-site WDOs are required. If not, offsite WDOs are required.
- **Off-site retrofits.** Project developer coordinates and pays for installation of water efficient fixtures at other properties or converts existing irrigation systems to recycled water for other off- site properties, typically those owned by other entities.
- **On-site reuse.** Larger scale developments are required to implement on-site reuse of water, including rainwater, greywater, stormwater, and blackwater, as has recently been implemented by the Cities of San Francisco and Menlo Park.
- **Supply augmentation.** Project developer secures its own water supply to serve the development, either through direct provision of water to the development or through an agreement to transfer rights to the water supplier.

- **WDO fees.** Project developer pays fees to implementing entity based on the amount of water offset, and the agency uses the fees to fund water conservation programs. Such conservation programs could include system water loss mitigation projects (e.g., capital improvement, Advanced Metering Infrastructure [AMI] meters, etc.), purchase of water efficient equipment (e.g., NO-DES hydrant flushing machine to recycle water used to flush mains), and recycled water system infrastructure, as well as fixture rebate or retrofit and education-based conservation programs.

Such policies could be designed as a "net neutral" policy wherein the new development is required to offset all new demands associated with the development project and minimize the overall supply reliability impacts for the existing customers.

5.9 SUMMARY OF WATER SUPPLY RECOMMENDATIONS

The following summarizes recommendations related to the City's water supplies:

- Provisions for ammonia addition should be added to the City's existing Lincoln Well, Lewis Manor Well, Park & Ride Well and Ball Park Well, and any future wells, to provide maximum flexibility for the City's use of groundwater in conjunction with the City's surface water supplies which are disinfected through chloramination.
- The City's ASR Program should be expanded in the future to provide up to 1,000 af/yr of supply. The City is considering requesting an amendment to its ASR permit to allow for the use of treated CVP supplies for ASR injection, in addition to the SCWSP water supplies. This would provide more operational flexibility for ASR injection and allow the City to optimize the storage of surface water supplies in wet years for later extraction in dry years. An evaluation of potential ASR options and operational scenarios should be conducted as additional ASR wells are planned to determine if dedicated SSJID supply pipelines to the ASR wells will be required if the City's ASR permit cannot be modified to allow for other supplies to be injected. See Chapter 8 for additional discussion about the City's future ASR wells.
- The City should continue discussions with the Contra Costa Water District for the City's participation in the Phase 2 Los Vaqueros Reservoir Expansion Project. The City's participation in the project would increase the City's water supply reliability by providing storage of supplies for use in dry years.
- The proposed Recycled Water Distribution Network and Exchange Program should be developed as soon as possible to provide for the exchange of recycled water supplies for surface water supplies which can be treated and used to meet the City's potable water demands. The City's 2020 UWMP assumes an exchange quantity of 7,500 af/yr; however, if this amount could be increased, projected water shortages may be reduced. Subsequent revisions to the projected potable water demand and/or the water supply availability and reliability assumptions may change the required quantities and timing of the proposed Recycled Water Distribution Network and Exchange Program.

- Development the Recycled Water Distribution Network and Exchange Program will require an expansion of the City's WWTP to be able to produce the recycled water required for the exchange and the design and construction of a recycled water pipeline to discharge recycled water to the DMC downstream of the City's JJWTP intake. Additional discussion of the pipeline required for the Recycled Water Distribution Network and Exchange Program is provided in Chapter 9.
- The City's recycled water system should continue to be developed to the maximum extent possible to allow for irrigation demands to be met with recycled water supplies to offset the demand for potable water supplies. The quantity required is estimated to be 6,300 af/yr by buildout based on the recycled water use assumptions described in Chapter 4.

As described in this Citywide Water System Master Plan Update, and in the City's 2020 UWMP, water supply conditions continue to change in California, and the availability and reliability of the City's water supplies may continue to change in the coming years. City staff are continuously monitoring water supply conditions and making adjustments to water system operations as needed. Additional ASR wells and/or other infrastructure improvements may be needed to serve developments which rely on water supplies with agricultural rights under various agreements with the City. The water supply recommendations described above, and their associated costs, may need to be refined in the future as water supply conditions change.

CHAPTER 6
System Performance and Operational Criteria

6.1 OVERVIEW

The purpose of this chapter is to define the recommended performance and operational criteria for the City's potable and recycled water distribution systems. For the potable water system, these criteria include recommendations for the required fire flow and flow duration, definitions of "emergency events", and recommendations for surface water treatment capacity, system storage capacity (operational, fire flow, and emergency components), system pumping capacity, minimum and maximum system pressures, and maximum pipeline velocity and head loss. The recycled water system performance and operational criteria includes recommendations for recycled water treatment capacity, system storage capacity (seasonal and operational components), system pumping capacity, minimum and maximum system pressures, and maximum pipeline velocity and head loss.

The City currently uses the City Design Standards (dated February 2020) and City Standard Plans and Specifications (dated February 2020) for the planning and design of its potable and recycled water distribution systems. The City Design Standards and City Standard Plans and Specifications should be referenced for specific design information for water system facilities as applicable.

Key water system design criteria and operational standards from the City Design Standards and City Standard Plans and Specifications documents are incorporated into this chapter; however, additional explanation and discussion have been added to further describe various system recommendations. The following sections of this chapter present the recommended performance and operational criteria for the City's potable and recycled water systems:

Potable Water System

- General Potable Water System Reliability and Recommendations
- Fire Flow Requirements
- Potable Water System Capacity During High Demand Periods
- Water Treatment Capacity
- Potable Water Storage Capacity
- Potable Water Pumping Facility Capacity
- Potable Water Critical Supply Facilities
- Potable Water Transmission and Distribution Pipeline Sizing and Recommended System Pressures

Recycled Water System

- Recycled Water Demand Condition Evaluation
- Recycled Water Treatment Capacity
- Recycled Water Storage Capacity
- Recycled Water Pumping Facility Capacity
- Recycled Water Transmission Pipeline Sizing and Recommended System Pressures

6.2 POTABLE WATER SYSTEM

Components of the recommended performance and operational criteria for the City's potable water system are discussed below.

6.2.1 General Potable Water System Reliability and Recommendations

Attention to enhancing the reliability of the system under all conditions is an important part of maintaining high quality water service. Water system reliability is achieved through a number of system features including: (1) appropriately sized storage facilities, (2) redundant or "firm" pumping, transmission, and treatment facilities where required, and (3) alternate power supplies. Reliability and water quality are also improved by designing looped water distribution pipelines and avoiding dead-end distribution mains whenever possible. Looping pipeline configurations reduces the potential for stagnant water and the associated problems of poor taste and low chlorine residuals. In addition, proper valve placement is also necessary to maintain reliable and flexible system operation under normal and abnormal operating conditions.

6.2.1.1 Water Quality Standards

Water quality standards largely pertain to protecting public health and consistently delivering a satisfactory product to the customer. The U.S. Environmental Protection Agency (EPA) and the State Water Resources Control Board Division of Drinking Water (DDW) are the agencies responsible for establishing water quality standards. The EPA and DDW prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The City, as water purveyor, is responsible for ensuring that the applicable water quality standards and regulations are met at all times.

6.2.1.2 Recommendations for New Developments

Various policies to reduce water use and comply with water efficiency standards were recommended in Chapter 2 for future service areas and new developments within the City. These policies were recommended to assist the City with achieving its water conservation goals and maintaining the long-term sustainability of its water resources. As new developments are integrated into the City's existing water system, the recommended policies discussed in Chapter 2 should be reviewed for compliance. In addition, proposed water system facilities located in the future service areas and new developments within the City should also meet the recommended system performance criteria (e.g., minimum and maximum system pressures) discussed in the following sections and more specifically under *Section 6.2.8 Potable Water Transmission and Distribution Pipeline Sizing and Recommended System Pressures.*

6.2.2 Fire Flow Requirements

The City's Public Works Department operates and maintains the water distribution system within the City, but the City's Fire Department (Fire Department) is concerned with the availability of adequate water supply for firefighting purposes. Consequently, the Fire Department establishes minimum water flows and residual system pressures during a fire fighting event that the City is responsible for providing from the potable water system.

The Fire Department uses the California Fire Code (CFC) Table B150.1 *Minimum Required Fire Flow and Flow Duration for Buildings,* to assist them in establishing minimum fire flows and durations for individual structures. The recommended fire flow requirements for the City based on various land use designations are presented in Table 6-1. These fire flow requirements were developed based on discussions with the Fire Department's Fire Marshal and will be used for the evaluation of the existing and future water system.

For planning purposes, the minimum fire flows identified in Table 6-1 are to be met concurrently with maximum day demand conditions while maintaining a minimum residual system pressure of 20 pounds per square inch (psi) throughout the water system. This criterion has been decreased from the 2012 WSMP, which used 30 psi as the minimum residual system pressure during a single fire flow event. For this Citywide Water System Master Plan, the criterion has been adjusted for consistency with the Fire Department's requirements and typical industry standards.

For large pressure zones, the City's water system should also have the capability to meet a system demand condition equal to the occurrence of a maximum day demand with two simultaneous fire flow events within that pressure zone while maintaining a minimum residual system pressure of 20 psi throughout the water system[1]. This conservative assumption of two simultaneous fire flow demands will help stress the City's water system and determine if the water system can provide reliable service during high demand conditions. Additionally, as discussed in subsequent sections of this chapter, fire flows presented in Table 6-1 and their expected duration will also be used to establish the City's storage capacity requirements.

[1] It is assumed that these two fire flow events will consist of one smaller single family residential fire flow combined with another larger industrial fire flow.

Table 6-1. Recommended Fire Flow Requirements[a,b]

Land Use Designation	Non-Sprinklered[c]			Sprinklered[c,d]		
	Fire Flow, gpm	Duration, hours	Recommended Storage, MG	Fire Flow, gpm	Duration, hours	Recommended Storage, MG[j]
Single Family Residential[e]	1,500	2	0.18	1,500	2	0.18
Multi Family Residential[f]	2,500	2	0.30	2,500	2	0.30
Commercial/Office[g]	6,000	4	1.44	3,500 [i]	4	0.72
Industrial	8,000	4	1.92	4,500 [i]	4	0.96
Institutional[h]	8,000	4	1.92	4,500 [i]	4	0.96

(a) Construction type and fire flow calculation area are not generally known during the development of a master plan; consequently, fire flow requirements set forth in this table are based on previous estimates for these land use types and similar communities.

(b) Unique projects or projects with alternate materials may require higher fire flows and should be reviewed by the Fire Marshal on a case-by-case basis (e.g., proposed commercial/industrial areas and schools).

(c) Specific fire flows were determined from Table B105.1 of the 2016 CFC, and depend on construction type and fire flow calculation area. Refer to Section 903 of the 2016 CFC and Section 9.06.060 of the City of Tracy Municipal Code for automatic sprinkler system requirements.

(d) As stated in the City of Tracy Design Standards (February 2020), the Fire Marshal normally allows up to a 50 percent reduction in fire flow if a building is provided with an automatic sprinkler system. However, the CFC also requires that no fire flow be less than 1,000 gpm for single family residential or 1,500 gpm for all other building types. For a more conservative fire flow estimate, requirements for sprinklered Single Family and Multiple Family Residential buildings were not reduced for this Citywide Water Master Plan.

(e) Single Family Residential includes Very Low and Low Density Residential land uses.

(f) Multi Family Residential includes Medium, High, and Very High Density Residential land uses.

(g) Commercial/Office includes Commercial, Office, Motel/Hotel and Mixed Use land uses.

(h) Institutional includes Medical, Public Facilities, School, Airport, Church, and Cemetery land uses.

(i) Fire flow includes a 500 gpm demand for on-site sprinkler flow.

(j) Recommended storage volumes do not include volume associated with 500 gpm sprinkler flow.

6.2.3 Potable Water System Capacity During High Demand Periods

Maximum day demand plus fire flow and peak hour demand conditions will be used to assess the adequacy of the City's potable water system during high demand periods. Adopted peaking factors for maximum day and peak hour demands are discussed in Chapter 4. The following sections discuss the assumptions and recommended criteria for each demand condition.

6.2.3.1 Maximum Day Demand plus Fire Flow

In accordance with typical industry standards, the City's water system should have the capability to meet a system demand condition equal to the occurrence of a maximum day demand concurrent with either one or two simultaneous fire flow event(s) while meeting the recommended system performance criteria (e.g., minimum and maximum system pressures) discussed under *Section 6.2.8 Potable Water Transmission and Distribution Pipeline Sizing and Recommended System Pressures.*

Maximum day demand plus fire flow should be met from a combination of supply sources (i.e., treated surface water from the JJWTP and SSJID supplies plus groundwater) and treated water storage reservoirs. The analysis of specific fire flow evaluations will be conducted assuming the largest booster pump at each pump station is offline (i.e., firm booster pumping capacity). In addition, the City's groundwater well system (well pumps) will be assumed to pump at firm capacity (i.e., firm groundwater pumping capacity) during a specific fire flow evaluation. Firm groundwater pumping capacity assumes that 20 percent of the City's groundwater wells will be out of service at any given time due to maintenance or operational issues.

These conservative assumptions ensure the reliability and flexibility of the system to provide sufficient flow during emergency fire flow conditions. It is also assumed that the pump stations with only one booster pump or without back-up power capability (either an on-site generator or adaptor for a plug-in generator) will not be available during an emergency fire flow analysis.

6.2.3.2 Peak Hour Demand

Peak hour demand should be met from a combination of supply sources (i.e., treated surface water from the JJWTP and SSJID supplies plus groundwater) and treated water storage reservoirs. Assumptions regarding firm pumping capacity will also apply during a peak hour demand condition. During a peak hour demand condition, the City's water system should be able to meet the recommended system performance criteria (e.g., minimum and maximum system pressures) discussed under *Section 6.2.8 Potable Water Transmission and Distribution Pipeline Sizing and Recommended System Pressures.*

6.2.4 Water Treatment Capacity

Sufficient water treatment capacity from a combination of the existing and/or expanded JJWTP, the City's treated surface water supplies from SSJID, and groundwater wells should be available to meet the City's maximum day demand condition. In addition, the City's goal is to meet maximum day demands without relying on groundwater. Sufficient treated water pumping capacity should also be available to assist in meeting a maximum day demand condition.

6.2.5 Potable Water Storage Capacity

The total potable water storage capacity required will be based on the following three components within each pressure zone:

- Operational Storage
- Fire Storage
- Emergency Storage

A discussion of these three storage components, along with a discussion of "credits" for groundwater supply and treated surface water supply, follows.

6.2.5.1 Operational Storage

Over any 24-hour period, water demands will vary. Typically, higher water demands will occur during the early morning hours when people are irrigating landscape and getting ready to go to work or school. Water demands will then decline to some nominal baseline level (depending on the proximity to water use patterns of adjacent commercial/industrial areas), and will then begin to increase again depending on outside water needs (and corresponding temperature), until it reaches a higher water demand in the early evening hours as people return home from work or school. Throughout the year, the peaks of this cycle will vary according to customer needs; thereby, creating maximum day and peak hour demands.

Typically, water treatment plants, supply turnouts, and/or wells are operated at a constant rate over a 24-hour period (baseline) and augmented by additional flow from storage tanks, and/or wells during high demand periods, as needed. Storage tanks are normally refilled when demands drop below the baseline water production flow rate. The storage volume used to meet these peak demand periods is called operational storage.

The operational storage requirements should be calculated based on the diurnal demand in a particular pressure zone or service area. If sufficient data is not available to develop a diurnal demand, then the recommended volume of water to be held in reserve for operational storage should be at least equal to 30 percent of the total volume of water used on a maximum day demand condition.

6.2.5.2 Fire Storage

As discussed above, fire flow requirements are identified in the CFC. These requirements are based on flow (in gpm), size of building (in square feet), and type of construction (wood frame, metal, masonry, installation of sprinklers, etc.). After a fire flow requirement is established, it is multiplied by the required fire flow duration to produce an estimate of the total volume of fire flow storage required. Table 6-1 presents the recommended fire flow criteria and associated required fire flow storage.

Sufficient fire flow storage should be available for the following simultaneous fire flow events in larger pressure zones (i.e., Zones 1 and 2):

- A Single Family Residential fire flow of 1,500 gpm for a duration of two hours. The resulting volume required for fire flow storage is 0.18 MG.
- An Industrial fire flow of 4,000 gpm for a duration of four hours (if sprinklered). The resulting volume required for fire flow storage is 0.96 MG[2].

If unavailable by gravity storage, the fire flow must be supplied with a National Fire Protection Association (NFPA) rated fire pump. If an NFPA rated fire pump is not used, then a pump(s) and motor(s) combination with a backup power source of sufficient capacity to meet the required maximum fire flow and minimum residual pressure requirements, as determined by the Fire Marshal, will be required.

6.2.5.3 Emergency Storage

A reserve of stored water is also required to meet demands during an emergency. An emergency is defined as an unforeseen or unplanned event that may degrade the quality or quantity of potable water supplies available to serve customers. There are three types of emergency events that a water utility typically prepares for:

- Minor emergency. A fairly routine, normal, or localized event that affects a few customers, such as a pipeline break, malfunctioning valve, hydrant break, or a brief power loss. Utilities plan for minor emergencies and typically have staff and materials available to correct them quickly.
- Major emergency. A disaster that affects an entire, and/or large, portion of a water system, lowers the quantity and quality of the water, or places the health and safety of the community at risk. Examples include water treatment plant failures, raw water contamination or major power grid outages. Water utilities infrequently experience major emergencies.
- Natural disaster. A disaster caused by natural forces or events that create water utility emergencies. Examples include earthquakes, forest or brush fires, hurricanes, tornados or high winds, floods, and other severe weather conditions such as freezing or drought that damage or cause water system facilities to not be able to operate.

Determination of the required volume of emergency storage is a policy decision based on the assessment of the risk of failures and the desired degree of system reliability. The amount of required emergency storage is a function of several factors including the diversity of the supply sources, redundancy and reliability of the production facilities, and the anticipated length of the emergency outage. In developing an emergency storage requirement for the City, typical industry standards were used.

[2] Recommended storage does not include volume associated with 500 gpm sprinkler flow (refer to Table 6-1). Assumes a 50 percent reduction in the required fire flow due to the installation of fire sprinklers.

The American Water Works Association (AWWA) states that no formula exists for determining the amount of emergency storage required, and that the decision will be made by the utility based on a judgment about the perceived vulnerability of the system. For this Citywide Water System Master Plan, it has been assumed that the emergency storage requirement will be based on minor emergencies and *specific* major emergency criteria. The 2012 WSMP used an emergency storage volume requirement of two (2) times the average day demand. After reviewing emergency storage criteria for other similar water systems within the region, and taking into account the City's redundant sources of supply (JJWTP, SSJID, and groundwater), it is recommended that the City reduce the minimum quantity of emergency storage volume required to 1.5 times the average day demand for this Citywide Water System Master Plan Update.

6.2.5.4 Groundwater Credit

Based on the City's available groundwater wells, groundwater storage can account for a portion of the recommended emergency storage. The following must be true to use the groundwater supply to offset the need to provide surface storage:

- Groundwater supply is of potable water quality and can be reliably accessed (i.e., wells are equipped with on-site emergency generators).
- Groundwater supply is not already being relied upon to meet the City's average day demand requirements.
- Sufficient water distribution facilities are available to distribute this water to demand areas.

It will be assumed that only the firm groundwater supply will be available for a groundwater credit to offset the City's emergency storage requirement (i.e., 20 percent of wells could be out of service at any given time).

6.2.5.5 Treated Surface Water Supply Credit

Because the City currently has two independent sources of treated surface water supply (JJWTP and SSJID supplies), some quantity of treated surface water supply capacity can account for a portion of the City's recommended emergency storage. For this Citywide Water System Master Plan, it will be assumed that the smaller of the treated surface water supply sources (SSJID) will be available to offset a portion of the emergency storage requirement. However, the following must be true to use treated surface water supply to offset the need to provide surface storage:

- Treated surface water supply can be reliably accessed (i.e., treated surface water supply facility is equipped with on-site emergency generator).
- Sufficient treated surface water booster pumping facilities are available to distribute this water to demand areas.

6.2.5.6 Total Storage Capacity Recommended

The City's recommended potable water storage capacity should be the sum of the following components:

- Operational: Volume of water necessary to meet diurnal peaks observed throughout the day, assumed to be equivalent to at least 30 percent of the maximum day demand.
- Fire Flow: Volume of water necessary to supply two simultaneous fire flow events in larger pressure zones (i.e., Zones 1 and 2).
- Emergency: Volume of water necessary to provide 1.5 times an average day demand.
- Groundwater Credit: Equal to the firm groundwater supply that can be reliably accessed (facilities equipped with auxiliary power).
- Treated Surface Water Supply Credit: Equal to the smaller of the available treated surface water supply sources (SSJID).

It should be noted that the sum of groundwater and treated surface water supply credits cannot be greater than the recommended emergency storage volume. The amount of total system storage and system peaking capacity required to meet these criteria will change over time as the City continues to grow and potable water demands increase.

6.2.6 Potable Water Pumping Facility Capacity

Sufficient firm water system pumping capacity should be provided to meet the greater of the following two demand conditions within each pressure zone and any additional pressure zone(s), which are provided service from this particular pressure zone.

1. A maximum day demand with two simultaneous fire flow events in larger pressure zones (i.e., Zones 1 and 2 should assume one smaller single family residential fire flow combined with another larger industrial fire flow) with booster pumps and well pumps assumed to operate at firm pumping capacity.
2. A peak hour demand with booster pumps and well pumps assumed to operate at firm pumping capacity.

The highest demand requirement between these two demand conditions sets the water system pumping capacity requirement. However, sufficient pumping capacity should also be provided so that the maximum day demand within each pressure zone can be supplied using firm pumping capacity with no assistance from storage reservoirs.

6.2.7 Potable Water Critical Supply Facilities

Critical pumping facilities are defined as those facilities that provide service to pressure zone(s) and/or service area(s) which do not have sufficient emergency storage available (see *Section 6.2.5.3 Emergency Storage*) and that meet the following criteria:

- The largest pumping facility that provides water to a particular pressure zone and/or service area.
- A facility that provides the sole source of water to single or multiple pressure zones and/or service areas.
- A pumping facility that provides water from a supply turnout.
- A pumping facility that provides water from key groundwater supply wells (depends on capacity, quality and location).

All critical pumping facilities should be equipped with an on-site, back-up power generator. At less critical facilities, a plug-in adapter will be used to allow interconnection to a portable generator, which will be brought to the site by City staff during a prolonged power outage. In addition, portable generator booster connections will be configured at all tank/booster pump locations.

The City should also consider the following policies to make operations of the City's pumping facilities more efficient:

- Install solar power systems, or alternative power sources, at existing and new pump stations and other water system facilities, as feasible, to reduce electrical power consumption.
- Increase the frequency of routine O&M activities for existing pump stations and wells to maintain pump efficiencies and reduce power demands.

6.2.8 Potable Water Transmission and Distribution Pipeline Sizing and Recommended System Pressures

The following criteria will be used as guidelines for sizing new transmission and distribution pipelines. However, the City's existing system will be evaluated on a case–by-case basis. For example, if an existing pipeline experiences head loss in excess of the criteria described below during a maximum day plus fire flow event, this condition, by itself, does not necessarily indicate a deficiency as long as the minimum system pressure criterion is satisfied.

Consequently, the City's existing system will be evaluated using pressure as the primary criterion; and secondary criteria, such as pipeline velocity, head loss, age, and material type, will be used as indicators to locate where water system improvements may be needed.

New transmission and distribution pipelines to serve the City's future service areas should be located within designated utility corridors wherever possible. These designated utility corridors should be within public rights-of-way to minimize or eliminate the need for utility easements within private property.

6.2.8.1 Potable Water Transmission System

Transmission pipelines are generally 18-inches in diameter or larger and should be designed based on the criteria described below for average day, maximum day, and peak hour demand conditions. The criteria reflect industry standards and West Yost's experience working with the City's existing water system.

- Average Day Demand
  - Pressures should be maintained between a maximum of 100 psi[3] and a minimum of 40 psi.
  - Maximum velocity within transmission pipelines should be 3 fps.
  - Head losses within the transmission system pipelines should be limited to 3 feet per thousand feet (ft/kft) of pipeline.
- Maximum Day Demand
  - Pressures should be maintained between a maximum of 100 psi[4] and a minimum of 40 psi.
  - The maximum velocity within the transmission system pipelines should be 6 fps.
  - Head losses within the transmission system pipelines should be limited to 3 ft/kft of pipeline.
- Peak Hour Demand
  - Pressures should be maintained between a maximum of 100 psi[4] and a minimum of 40 psi.
  - The maximum velocity within the transmission system pipelines should be 6 fps
  - Head losses within the transmission system pipelines should be limited to 3 ft/kft of pipeline.

6.2.8.2 Potable Water Distribution System

Distribution pipelines are generally less than 18-inches in diameter and should be sized based on the criteria described below for average day, maximum day plus fire flow, and peak hour demand conditions. The criteria reflect industry standards and West Yost's experience working with the City's existing water system.

- Average Day Demand
  - Service pressures should be maintained between a maximum of 80 psi[4] and a minimum of 40 psi.
  - The maximum velocity within the distribution system pipelines should be 6 fps.

[3] A pressure reducing valve will be required on all water services with a static pressure greater than 80 psi.

[4] A pressure reducing valve will be required on all water services with a static pressure greater than 80 psi.

  - Head losses within the distribution system pipelines should be limited to 7 ft/kft of pipeline

- Maximum Day Demand plus Fire Flow
  - The minimum allowable residual pressure should be 20 psi at the flowing fire hydrant during the occurrence of a single fire flow event for smaller pressure zones.
  - The minimum allowable residual pressure should be 20 psi at the flowing fire hydrants during the occurrence of two simultaneous fire flow events for larger pressure zones.
  - The maximum velocity within the distribution system pipelines should be 12 fps, or the head losses within the distribution system pipelines should be limited to 10 ft/kft of pipeline, whichever criteria is more conservative given the specific hydraulic/system condition.
- Peak Hour Demand
  - Service pressures should be maintained between a maximum of 80 psi[5] and a minimum of 40 psi.
  - The maximum velocity within the distribution system pipelines should be 8 fps, or the head losses within the distribution system pipelines should be limited to 7 ft/kft of pipeline, whichever criteria is more conservative given the specific hydraulic/system condition.

A summary of the recommended potable water system performance and operational criteria is presented in Table 6-2 and reflect typical water system industry standards including the California Safe Drinking Water Act and related laws, and AWWA standards.

[5] A pressure reducing valve will be required on all water services with a static pressure greater than 80 psi.

Table 6-2. Summary of Recommended Potable Water System Performance and Operational Criteria

Component	Criteria	Remarks / Issues
Fire Flow Requirements (flow [gpm] @ duration [hours])		
Single Family Residential	1,500 gpm @ 2 hrs	Existing development will be evaluated on case-by-case basis because of the historical varying standard.
Multi Family Residential	2,500 gpm @ 2 hrs	
Commercial/Office	3,500 gpm @ 4 hrs (with approved automatic sprinkler system)	
Industrial	4,500 gpm @ 4 hrs (with approved automatic sprinkler system)	
Institutional	4,500 gpm @ 4 hrs (with approved automatic sprinkler system)	
Water System Capacity		
Maximum Day Demand plus Fire Flow	Provide firm capacity equal to maximum day demand plus fire flow	Assume two simultaneous fire flow events in larger pressure zones (i.e., Zones 1 and 2).
Peak Hour Demand	Provide firm capacity equal to peak hour demand	
Water Treatment Capacity		
Treated Water Supply Capacity	Provide capacity equal to maximum day demand	--
Treated Surface Water Supply Capacity	Provide capacity equal to maximum month demand	--
Treated Water Pumping Capacity	Provide capacity equal to maximum day demand	--
Water Storage Capacity		
Operational	30 percent of maximum day demand	
Fire	Assume one Single Family Residential fire flow concurrent with a larger Industrial fire flow in larger pressure zones (i.e., Zones 1 and 2)	1,500 gpm @ 2 hrs = 0.18 MG 2,500 gpm @ 2 hrs = 0.30 MG 3,000 gpm @ 4 hrs = 0.72 MG 4,000 gpm @ 4 hrs = 0.96 MG
Emergency	1.5 x average day demand	--
Groundwater Credit (GWC)	Equal to the firm groundwater supply that can be reliably accessed (facilities equipped with auxiliary power)	The maximum combined emergency storage credit is equal to the recommended emergency storage capacity.
Treated Surface Water Credit (TSWC)	Equal to the smaller of the available treated surface water supply sources	
Total Water Storage Capacity	Operational + Fire + Emergency - GWC - TSWC	If possible, total storage should be evaluated by pressure zone.
Pumping Facility Capacity		
Pumping Capacity	Provide the greater of maximum day with two concurrent fire flows in larger pressure zones (i.e., Zones 1 and 2) or peak hour demand within each pressure zone	Assume firm pumping capacity. Sufficient pumping capacity should also be provided so that the maximum day demand can be supplied using firm pumping capacity with no assistance from storage reservoirs.
Backup Power	Equal to the firm capacity of the pumping facility	On-site generator for critical stations.[(a)] Plug-in portable generator for less critical stations.
Water Transmission Line Sizing		
Diameter	18-inches in diameter or larger	Locate new transmission pipelines within designated utility corridors wherever possible.
Average Day Demand Condition	--	Criteria based on requirements for new development, existing transmission mains will be evaluated on case-by-case basis. Evaluation will include review of age, material type, velocity, head loss, and/or pressure.
Minimum Pressure [psi]	40 psi	
Maximum Pressure [psi]	100 psi	
Maximum Head loss [ft/kft]	3 ft/kft	
Maximum Velocity [fps]	3 fps	
Maximum Day Demand Condition	--	
Minimum Pressure [psi]	40 psi	
Maximum Head loss [ft/kft]	3 ft/kft	
Maximum Velocity [fps]	6 fps	
Peak Hour Demand Condition	--	
Minimum Pressure [psi]	40 psi	
Maximum Head loss [ft/kft]	3 ft/kft	
Maximum Velocity [fps]	6 fps	
Hazen Williams "C" Factor	130	For consistency in hydraulic modeling.
Pipeline Material	Ductile Iron	
Water Distribution Line Sizing		
Diameter	Less than 18-inches in diameter	Must verify pipeline size with maximum day plus fire flow analysis. Locate new distribution pipelines within designated utility corridors wherever possible.
Average Day Demand Condition	--	Criteria based on requirements for new development, existing distribution mains will be evaluated on case-by-case basis. Evaluation will include review of age, material type, velocity, head loss, and/or pressure.
Minimum Pressure [psi]	40 psi	
Maximum Pressure [psi]	80 psi	
Maximum Head loss [ft/kft]	7 ft/kft	
Maximum Velocity [fps]	6 fps	
Maximum Day w/ Fire Flow Demand Condition	--	
Minimum Pressure [psi]	20 psi for a single fire flow event in smaller pressure zones; 20 psi for two simultaneous fire flow events in larger pressure zones	
Maximum Head loss [ft/kft]	10 ft/kft	
Maximum Velocity [fps]	12 fps	
Peak Hour Demand Condition	--	
Minimum Pressure [psi]	40 psi	
Maximum Head loss [ft/kft]	7 ft/kft	
Maximum Velocity [fps]	8 fps	
Minimum Pipeline Diameter	--	--
General	8-inches	--
Industrial	12-inches	--
Distribution to cul-de-sac / dead-end street	6-inches	Permanent dead end runs shall be no longer that 250 feet unless in a cul-de-sac.
Distribution to fire hydrants	8-inches	--
Hazen Williams "C" Factor	130	For consistency in hydraulic modeling.
Pipeline Material	Ductile Iron	
Maximum Water Service Pressure	80 psi	Install PRV if service pressure is greater than 80 psi.

(a) A pumping facility is defined as critical if it provides service to pressure zone(s) and/or service area(s) which do not have sufficient emergency storage, and that meet the following criteria:

- The largest facility that provides water to a particular pressure zone and/or service area;
- A facility that provides the sole source of water to single or multiple pressure zones and/or service areas;
- A facility that provides water from a supply turnout; or
- A facility that provides water from key groundwater supply wells (depends on capacity, quality and location).

6.3 RECYCLED WATER SYSTEM

Components of the recommended performance and operational criteria for the City's backbone recycled water system are discussed below.

6.3.1 Recycled Water Demand Condition Evaluation

A peak hour demand condition during an 8-hour irrigation period will be used to assess the adequacy of the City's recycled water system.

6.3.2 Recycled Water Treatment Capacity

Sufficient recycled water treatment capacity should be available to meet the City's maximum day recycled water demand condition.

6.3.3 Recycled Water Storage Capacity

The total recycled water storage capacity required will be based on the following components:

- Seasonal Storage
- Operational Storage

A discussion of these two storage components follows.

6.3.3.1 Seasonal Storage

As described in Chapter 4, landscape irrigation demands are highest during the summer months (when plant evapotranspiration rates are high) and very low during the winter months. Demand for recycled water supplies to meet these seasonally varying demands will also vary month to month, depending on the specific climatic conditions that are occurring. Therefore, some seasonal storage may have to be provided to store recycled wastewater generated during low irrigation demand periods for use during the high summer demand periods. The actual quantity of seasonal storage required, if any, will be determined using an annual water balance between total recycled water supply available and the total seasonal recycled water demand.

6.3.3.2 Operational Storage

Sufficient operational storage should be provided to supply the demands of an eight-hour irrigation period during a maximum summer month demand condition, with a 10 percent demand increase occurring for one hour (i.e., peak hour) during the irrigation period. Due to concerns about water quality, it is recommended that this operational storage be entirely stored within an enclosed reservoir or tank system to limit exposure to potential contaminant sources after treatment, but before distribution and direct use.

6.3.3.3 Total Storage Capacity

The City's recommended recycled water storage capacity should be the sum of the following components:

- Seasonal: Volume of recycled water necessary to balance the required annual recycled water demands with the annual recycled water supply available.
- Operational: Volume of recycled water necessary to supply the demands of an eight-hour irrigation period during a maximum summer month demand condition, with a 10 percent demand increase occurring for one hour.

The amount of total system storage and system peaking capacity required to meet these criteria will change over time as the City continues to grow and recycled water demands increase.

6.3.4 Recycled Water Pumping Facility Capacity

Sufficient pumping capacity should be provided to meet the City's peak hour recycled water demand condition within each pressure zone and any additional pressure zone(s), which are provided service from this particular pressure zone.

6.3.5 Recycled Water Transmission Pipeline Sizing and Recommended System Pressures

Backbone recycled water system transmission pipelines are generally 16-inches in diameter or larger and should be designed based on the criteria described below for a peak hour demand condition.

- Peak Hour Demand
  - Service pressures should be maintained between a maximum of 100 psi and a minimum of 60 psi.
  - The maximum velocity within the transmission system pipelines should be 10 fps; however, a pipeline velocity of 6 fps is desirable.

A summary of the recommended recycled water system performance and operational criteria is presented in Table 6-3.

Table 6-3. Summary of Recommended Recycled Water System Performance and Operational Criteria		
Component	Criteria	Remarks / Issues
Demand Condition Evaluation		
Peak Hour Demand	Provide capacity equal to peak hour demand during an 8-hour irrigation period	--
Recycled Water Treatment Capacity		
Recycled Water Treatment Capacity	Provide capacity equal to a maximum day demand	--
Recycled Water Storage Capacity		
Seasonal	Equal to volume required to balance the annual demands with the annual supply available	--
Operational	Equal to volume required to supply the demands of an eight-hour irrigation period during a maximum summer month with a 10 percent demand increase occurring for one hour	--
Total Water Storage Capacity	Seasonal + Operational	--
Pumping Facility Capacity		
Pumping Capacity	Provide capacity equal to peak hour demand within each pressure zone	Firm pumping capacity will not be required.
Recycled Water Transmission Line Sizing		
Diameter	16-inches in diameter or larger	--
Peak Hour Demand Condition	--	--
Minimum Pressure [psi]	60 psi	--
Maximum Pressure [psi]	100 psi	--
Maximum Velocity [fps]	10 fps	Pipeline velocity of 6 fps is desirable.
Hazen Williams "C" Factor	130	For consistency in hydraulic modeling.
Pipeline Material	C-900 PVC	

CHAPTER 7
Existing Potable Water System Evaluation

7.1 OVERVIEW

The purpose of this chapter is to first describe the City's existing potable water distribution system, including the corresponding hydraulic model update. Existing water system information was updated through the review of previous reports, maps, plans, record drawings, operation records, GIS files, and other available data provided to West Yost by City staff. Using this information, the City's current hydraulic model was then updated to represent the existing potable water system.

The remainder of the chapter presents an evaluation of the City's existing potable water distribution system and its ability to meet the recommended performance and operational criteria (previously described in Chapter 6) under existing water demand conditions. The evaluation includes an analysis of water storage capacity, pumping capacity, and the existing water system's ability to meet recommended water system performance and operational criteria under peak hour demand and maximum day demand plus fire flow scenarios. This evaluation does not include a condition assessment of the City's existing water system assets and does not cover replacement of existing infrastructure due to age or physical deterioration.

Evaluations, findings, and recommendations for addressing any deficiencies identified within the existing potable water distribution system are included. Recommendations were used to develop a Capital Improvement Program (CIP), which includes an estimate of probable construction costs. The recommended existing potable water system CIP is described further in Chapter 10.

The following sections of this chapter describe the components of the City's existing potable water distribution system evaluation:

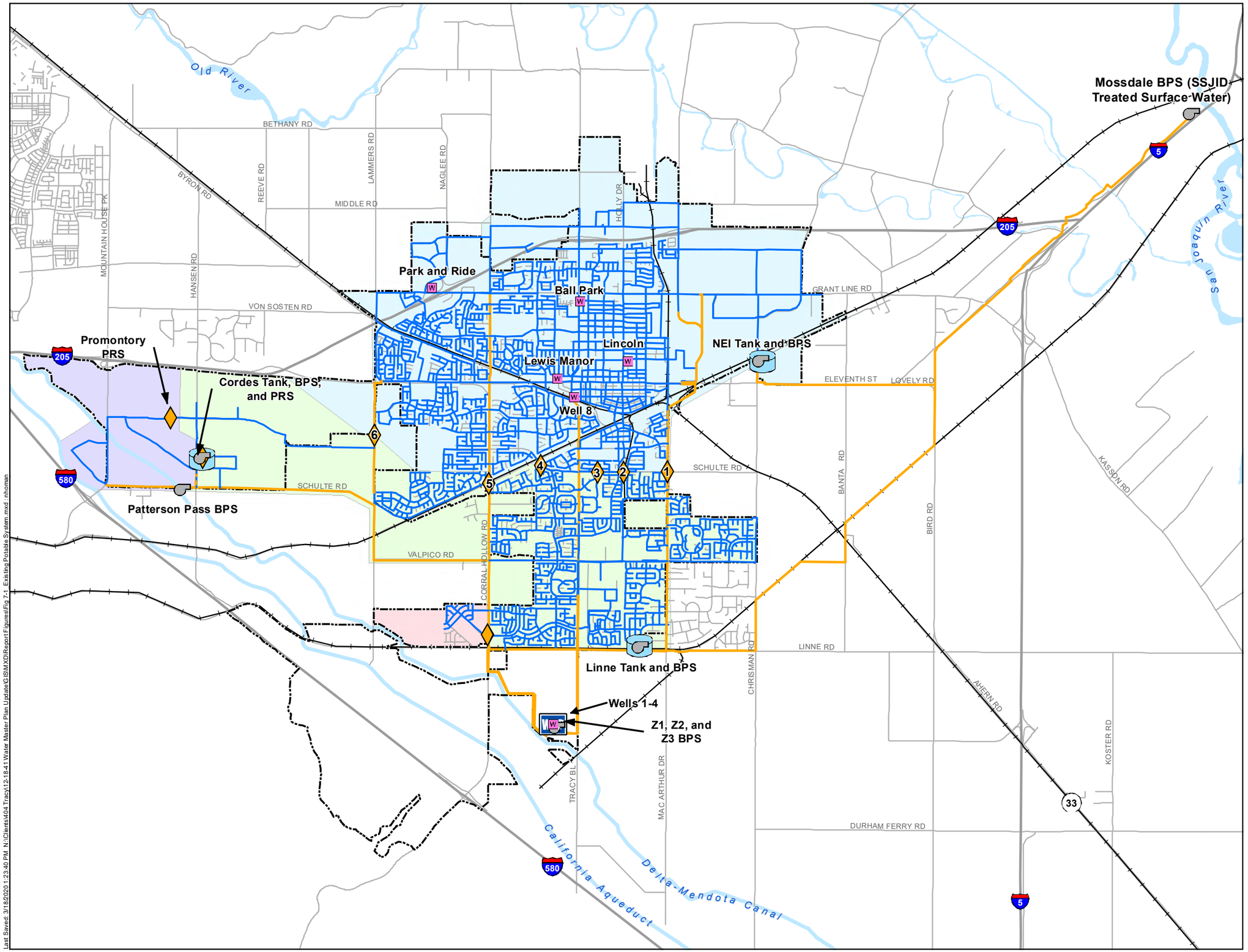
- Description of Existing Potable Water System Facilities
- Hydraulic Model Update
- Existing Potable Water System Evaluation
- Summary of Recommended Existing Potable Water System Improvements

7.2 DESCRIPTION OF EXISTING POTABLE WATER SYSTEM FACILITIES

This section provides a summary of the City's existing potable water system facilities. The City's existing potable water system facilities are located throughout the water service area as shown on Figure 7-1. Additional details regarding each facility are presented below.

7.2.1 John Jones Water Treatment Plant

The City's JJWTP is located just north of the DMC in the southern portion of the City as shown on Figure 7-1. The JJWTP was originally constructed in 1979, expanded in 1988, and then expanded again in 2008. It currently has a treatment capacity of 30 mgd.



Symbology

- Pressure Regulating Station
- Booster Pump Station
- Groundwater Well
- Storage Tank
- John Jones Water Treatment Plant

Pipeline Diameter

- Less than 18-inches
- Greater than or equal to 18-inches

Pressure Zone

- Zone 1
- Zone 2
- Zone 3 (IPC/PPBP)
- Ellis Reduced Zone
- City Limits

Notes:

1. All facilities included in the existing system hydraulic model are shown. Not all existing facilities were included in the model. See Section 7.3.2 for details.
2. Pressure Zones represent the approximate boundaries after the IPC zone split is implemented.
3. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
4. Lewis Manor Well is currently inactive.

TRACY

WEST YOST ASSOCIATES

Figure 7-1

Existing Potable Water System Facilities

City of Tracy
Water System Master Plan Update

Last Saved: 3/18/2020 1:23:40 PM N:\Clients\404 Tracy\12-1841 Water Master Plan Update\GIS\MXD\Report Figures\Fig 7-1_Existing Potable System.mxd - mhoman

The most recent expansion added treatment through granulated activated carbon and ultraviolet light disinfection. Granulated activated carbon removes dissolved organic compounds contained in the water, and ultraviolet light disinfection provides an additional level of treatment. Several new process upgrades including new flocculation/sedimentation basins, washwater basins, and chemical addition facilities were also added during the expansion. The site plan, process schematic, and hydraulic profile from the JJWTP Expansion Project is provided in Appendix B.

The City operates three surface water intake pumps at the JJWTP with the capacity to pump a total of approximately 27 mgd of raw surface water from the DMC to the JJWTP for treatment. The key characteristics of the existing surface water intake pumps are summarized in Table 7-1.

Table 7-1. Existing Surface Water Intake Pumps[a]

Intake Pump Name	Year Installed	Production Capacity, mgd	Pump Type	Motor Horsepower	Motor Type
Pump No. 1	2008	14[b]	Vertical Turbine	150	VFD[c]
Pump No. 2	2008	14[b]	Vertical Turbine	150	VFD[c]
Pump No. 3	2008	14[b]	Vertical Turbine	150	VFD[c]

(a) Source: JJWTP Expansion Project, Sheet G-8 (Carollo Engineers).
(b) Intake pumps were designed for 15 mgd. However, testing of the installed pumps determined that the actual production capacity of each pump is 14 mgd. In addition, due to the hydraulics of the JJWTP intake, the maximum intake pumping capacity with all three pumps running is 27 mgd.
(c) Variable Frequency Drive.

7.2.2 South County Water Supply Project

The City, in partnership with the cities of Manteca, Lathrop and Escalon, and SSJID, constructed a new surface water treatment plant near Woodward Reservoir in Stanislaus County and new transmission pipelines to deliver treated surface water to each city. The City's treated surface water allocation from the SCWSP is 17 mgd of treatment capacity and 11,120 af/yr of water supply.

Treated surface water from the surface water treatment plant located near Woodward Reservoir is conveyed to the City through a dedicated 36-inch diameter transmission main and pumped to the City by the Mossdale Pump Station located at the intersection of Manthey and Stewart Roads (see Figure 7-1). Water pumped from the Mossdale Pump Station first fills the City's Linne and NEI storage tanks through 18-inch and 30-inch diameter transmission mains before being pumped into the City's distribution system to serve system demands. The Mossdale Pump Station is operated by SSJID.

7.2.3 Groundwater Wells

The City currently has eight groundwater production wells that provide the City's potable water system with groundwater supply. Currently, the Lewis Manor Well is inactive due to high levels of manganese. As discussed in Chapter 5, a ninth well, Well 8, was constructed in 2004 to be used for the City's ASR Program, but can also be used as an extraction well to serve water demands directly under normal and/or emergency conditions.

The groundwater wells located at the JJWTP (Wells 1-4) pump directly into the Chlorine Contact Basin or Clearwell #2, where the groundwater is blended with the finished surface water and chlorinated prior to distribution. Groundwater from the other remaining wells located in Zone 1 is chlorinated at each well site and pumped directly into the distribution system.

The locations of these existing groundwater wells are shown on Figure 7-1. Table 7-2 presents a summary of these existing groundwater well facilities with key characteristics such as design capacity and age.

Table 7-2. Existing Groundwater Wells

Well Name/Number	Well Location/Address	Year Drilled	Total Well Depth (Casing Depth), ft	Casing Diameter, inches	Depth of Perforated Zone, ft[a]	Design Capacity, gpm	Production Capacity, mgd
Well 1	JJWTP	1986	1,010 (1,000)	16"	450-550 580-980	1,500	2.2
Well 2	JJWTP	1989	990 (870)	16"	420-850	2,000	2.9
Well 3	JJWTP	1989	1,020 (900)	16"	420-890	2,000	2.9
Well 4	JJWTP	1989	1,020 (950)	16"	380-940	2,000	2.9
Lincoln Well	Lincoln Park	1990	1,000 (1,000)	16"	490-980	2,500	3.6
Well 5[b] (Lewis Manor Well) (Currently Inactive)	902 Twelfth Street (north of Eleventh Street between Tracy Boulevard and Corral Hollow Road)	2000	1,015 (1,000)	18"	410-480 601-630 650-670 805-830 900-930 965-990	2,500	3.6
Well 6 (Park& Ride Well)	2650 North Naglee Road (North of I-205 adjacent to West Valley Mall)	2001/02	1,250 (1,216)	18"	550-598 610-636 656-678 738-754 774-796 966-982 1,014-1,122 1,176-1,196	2,000	2.9
Well 7 (Ball Park Well)	2001 Bessie Avenue (east of Tracy Boulevard south of Grant Line Road)	2002	1,070 (894)	18"	550-598 570-732 850-874	2,500	3.6
Well 8[c]	Tracy Boulevard and Sixth Street	2004	850 (850)	18"	370-460 510-640 680-820	2,500	3.6

(a) Source: GEI Consultants, Summary of Groundwater Conditions November 2007 through November 2008, dated January 23, 2009.
(b) Well is currently inactive due to high manganese levels.
(c) Well 8 can be operated as an injection/extraction well as part of the City's ASR Program.

7.2.4 Water Storage Facilities

The City currently operates five treated water storage reservoirs (two clearwells and three storage tanks). Table 7-3 presents a summary of these existing storage facilities with key characteristics such as storage capacity and age. As shown, the City currently has a total potable water storage capacity of approximately 16.2 MG. However, Clearwell #1 operates as a chlorine contact basin and cannot be counted as system storage capacity. Therefore, the total available potable water storage capacity is reduced to approximately 15.5 MG. The locations of the City's three storage tanks are shown on Figure 7-1 (the two clearwells are located at the JJWTP).

Table 7-3. Existing Treated Water Storage Facilities

Storage Facility Name	Storage Type	Material	Year Constructed	Storage Capacity, MG
Clearwells				
#1[(a)]	Partially Buried Tank	--	1978	0.66
#2[(b)]	Partially Buried Tank	--	1987	4.0
Storage Tanks				
Linne	Fully Buried Tank	Concrete	2005	7.1
NEI	Partially Buried Tank	Concrete	2002	2.4
Cordes	Partially Buried Tank	Concrete	2015[(c)]	2.0
			Total Storage Capacity, MG	**16.2**
			Total Available Storage Capacity, MG	**15.5[(d)]**

(a) Clearwell #1 has a design capacity of 1.0 MG, but it has been reduced to 0.66 MG due to the weir within Clearwell #1. Also known as the Chlorine Contact Basin.
(b) Clearwell #2 has a design capacity of 5.6 MG, but it has been reduced to 4.0 MG due to the weir within Clearwell #1.
(c) Although it was constructed in 2015, the Cordes Tank was not put into service until November 2019.
(d) Does not include Clearwell #1 as it is operated as a Chlorine Contact Basin and cannot be counted as system storage capacity.

7.2.5 Booster Pump Stations

The City currently has eight booster pump stations.[1] The locations of these existing booster pump stations are shown on Figure 7-1 (Zone 1, Zone 2, and Zone 3 booster pump stations are located at the JJWTP). Table 7-4 presents a summary of the existing booster pump stations with key characteristics such as design capacity and number of booster pumps.

The booster pumps located at the JJWTP pump treated surface water supply (from USBR) stored in Clearwell #2 into the City's potable water system. The booster pumps located at the Linne and NEI storage tanks pump treated surface water supply (from SSJID) stored in their respective storage tanks into the City's potable water system. The Cordes Booster Pump Station (BPS) pumps treated surface water supply from the Cordes Tank and serves customers located in the PPBP and the IPC development.

[1] The Patterson Pass Booster Pump Station is inactive since the Cordes Booster Pump Station is now operating. The Zone 4 Booster Pump Station is operational, but is not included in the existing system evaluation because Zone 4 has just started development.

Table 7-4. Existing Booster Pump Stations

Booster Pump Station Name	Location	Year Installed	Pump 1, gpm	Pump 2, gpm	Pump 3, gpm	Pump 4, gpm	Pump 5, gpm	Pump 6, gpm	Rated Capacity[a], gpm	Firm Capacity[b], gpm	Firm Capacity[b], mgd
Zone 1[c]	JJWTP	2000	12,000	12,000					24,000	12,000	17.3
Zone 2[c]	JJWTP	1987	3,300	6,700	6,700	3,300			20,000	13,300	19.2
Zone 3	JJWTP	2018	2,600	2,600	370				5,570	2,970	4.3
Zone 4[d]	JJWTP	2018	1,225	1,225	1,225	--[e]			3,675	2,450	3.5
Linne[c]	Linne Tank	2005	4,865	4,865	4,865	4,865			19,460	14,595	21.0
NEI[c]	NEI Tank	2001	1,400	1,400	1,400	1,400			5,600	4,200	6.0
Patterson Pass[c,f]	Schulte Road, west of Hansen Road	2010	1,000	1,000	1,000	1,000			4,000	3,000	4.3
Cordes[c]	Cordes Tank	2015[g]	675	675	1,600	1,600	1,600	1,600	7,750	6,150	8.9

(a) Maximum pumping capacity of entire pump station.

(b) Assumes that the largest booster pump at the pump station is offline.

(c) Pumps are equipped with variable frequency drives.

(d) Existing potable water system infrastructure for Zone 4 is not shown on Chapter 7 figures because Zone 4 has just started development and was not included in the existing system evaluation.

(e) The City plans to add a fourth 1,225 gpm pump to the Zone 4 BPS in the future.

(f) Patterson Pass BPS is currently on standby and will eventually be decommissioned.

(g) Although it was installed in 2015, the Cordes BPS was not put into service until November 2019.

7.2.6 Pressure Regulating Stations

The City currently has ten pressure regulating stations (PRS) and two pressure reducing valves (PRV) as shown on Figure 7-1 (Zone 4 PRS and Northington Drive PRV are not shown because the areas served by these facilities have just started development). All of the PRS except the Cordes PRS and Promontory Parkway PRS are currently active. Once the IPC zone split occurs (see Section 7.2.7), these two PRS will be placed into service. The IPC zone split will permanently convert several of the existing buildings in the IPC development to be served directly from Zone 2 (these buildings are currently served by Zone 3 in the interim).

Each PRS contains a valve which is used to regulate flow into the downstream pressure zone or sustain pressure within the upstream pressure zone depending on the system pressures within each pressure zone. Each PRS can operate in two different modes:

- Pressure Sustaining Valve (PSV) – The valve will maintain a specified pressure in the upstream pressure zone. If the pressure increases above the valve's set point, the valve will open and release water into the downstream pressure zone.
- Pressure Reducing Valve (PRV) – The valve will allow flow into the downstream pressure zone if the pressure in the downstream pressure zone falls below a specified set point. When the pressure is below the valve's set point, the valve will remain open until the pressure increases.

Although the stations can operate in two different ways, most stations primarily operate in one of the two modes. The primary function of PRS #1 – #6, the Summit Drive PRS, and the Zone 4 PRS is that of a PSV, while the primary function of the Cordes PRS and the Promontory Parkway PRS will be that of a PRV. The two PRVs (Summit Drive and Northington Drive) can only operate in the pressure reducing mode. Table 7-5 presents a summary of these existing pressure regulating stations and pressure reducing valves with key characteristics such as upstream and downstream pressure zones, valve size, and pressure setting.

Table 7-5. Existing Pressure Regulating Stations and Pressure Reducing Valves

Facility Name	Upstream Pressure Zone	Downstream Pressure Zone	Valve Size, inches	Elevation, ft	Pressure Setting (upstream/ downstream), psi
Pressure Regulating Station					
#1	Zone 2	Zone 1	12	63.67	83/56
#2	Zone 2	Zone 1	8	66.57	79/53
#3	Zone 2	Zone 1	6	71.19	78/52
#4	Zone 2	Zone 1	10	64.53	80/54
#5	Zone 2	Zone 1	12	68.29	79/53
#6	Zone 2	Zone 1	12	69.0	78/54
Summit Drive	Zone 3	Zone 2	10	160.0	100/60
Cordes[(a)]	Zone 3	Zone 2	16	147.8	76/36
Promontory Parkway[(a)]	Zone 3	Zone 2	12	149.0	75.5/35.5
Zone 4[(b)]	Zone 4	Zone 3	8	204.5	105/90
Pressure Reducing Valve					
Summit Drive	Zone 3	Ellis Reduced Zone	12	160.0	--/70
Northington Drive[(c)]	Zone 3	Ellis Reduced Zone	12	164.0	--/70

(a) Cordes PRS and Promontory Parkway PRS are currently inactive. They will be placed into service when the IPC zone split occurs.
(b) Existing potable water system infrastructure for Zone 4 is not shown on Chapter 7 figures because Zone 4 has just started development and was not included in the existing system evaluation.
(c) Northington Drive PRV is not shown on Chapter 7 figures because it was not included in the existing system evaluation.

7.2.7 Pressure Zone Boundaries

The City's existing potable water system consists of four interconnected pressure zones (Zone 1, Zone 2, Zone 3, and Ellis Reduced Zone) which are isolated from each other by pressure regulating stations, pressure reducing valves, and closed system valves. Zone 3 (previously called City-Side Zone 3) is currently split into two isolated portions: one which serves the Ellis Reduced Zone, and one which serves the International Park of Commerce and the Patterson Pass Business Park (Zone 3 - IPC/PPBP). A fifth pressure zone, Zone 4 (previously called Tracy Hills Zone 3), has just started development and is therefore not included in this existing system evaluation. Note that documents produced prior to this WSMP Update refer to these pressure zones using the old nomenclature.

Zone 1 extends from the northern City limits south to Schulte Road and is the most developed of the four pressure zones. Therefore, it has more transmission pipelines to convey water throughout the zone. Zone 1 is primarily served from the 36-inch diameter transmission main in Tracy Boulevard either by gravity or via the Zone 1 BPS, and from the NEI Tank and BPS located

at the eastern edge of Zone 1. There are also two major water transmission mains located on the east and west sides of Zone 1 which help distribute water to the lower elevations of the zone: an 18-inch diameter transmission main in Corral Hollow Road and a 20-inch diameter transmission main in MacArthur Drive. During periods of peak demand or in an emergency, Zone 1 can also be served by the five groundwater wells located within Zone 1 or by Zone 2 facilities via PRS #1-#6.

Zone 2 extends from Schulte Road south to Linne Road and is mostly comprised of residential and light industrial land use. Water demands in Zone 2 are primarily served by the 24-inch diameter transmission main in Corral Hollow Road, which extends from the Zone 2 BPS at the JJWTP north and west towards Patterson Pass BPS and the IPC, and by the Linne Tank and BPS.

The Ellis Reduced Zone currently consists of the Ellis Specific Plan development located south of Valpico Road and west of Corral Hollow Road. The Ellis Reduced Zone is served by the 20-inch diameter Zone 3 transmission main in Corral Hollow Road which extends from the Zone 3 BPS at the JJWTP to the intersection of Middlefield Drive and Corral Hollow Road.

The Zone 3 - IPC/PPBP pressure zone currently includes the PPBP (*i.e.*, Safeway and Costco) and all of the existing IPC development. This zone is currently served by the Cordes BPS, which supplies water from the Cordes Tank. The Cordes Tank is filled by the Zone 2 transmission mains in Schulte Road and Hansen Road. As discussed above, although all of the IPC development is currently served by Zone 3 – IPC/PPBP, several of the existing buildings are located within the Zone 2 elevation range. The City plans to split the existing IPC water distribution system into two portions: one served by Zone 2 and one served by Zone 3 - IPC/PPBP. To accomplish this, the 16-inch diameter pipeline in Promontory Parkway between Hansen Road and Lammers Road, which is currently constructed but not active, will placed into service as a Zone 2 pipeline. The Cordes PRS and Promontory Parkway PRS (both currently inactive) will be activated to provide support to Zone 2 from Zone 3 in the event of an emergency. This IPC zone split is expected to occur in the spring or summer of 2020.

Figure 7-1 shows the approximate boundaries of each pressure zone after the IPC zone split occurs. A schematic of the City's potable water system is provided in Appendix C. Table 7-6 provides a summary of the existing pressure zone boundaries with key characteristics such as service elevations and static pressure ranges.

Table 7-6. Existing Pressure Zone Boundaries

Pressure Zone	Nominal Hydraulic Grade, ft	Nominal Range of Service Elevations, ft	Static Pressure Range, psi	Supply Sources
Zone 1	195	0 - 75	40 - 75	JJWTP via 36-inch Main, NEI Tank, Wells, and Pressure Regulating Stations
Zone 2	270	75 - 150	40 - 85[(a)]	JJWTP via Zone 2 Pumps and Linne Tank
Zone 3 - IPC/PPBP (formerly City-Side Zone 3)	368	150 - 245	55 - 95[(a)]	Cordes Tank via Zone 2
Ellis Reduced Zone	323	140 - 185	60 - 80	JJWTP via Zone 3 Pumps

(a) Per the California Plumbing Code, services which experience pressures exceeding 80 psi are required to be fitted with a pressure reducing valve.

7.2.8 Transmission and Distribution System Pipelines

Based on the City's existing hydraulic model, there are approximately 280 miles of existing pipelines in the City's water service area.[2] Pipelines in the existing potable water distribution system range from 4 to 42-inches in diameter. Pipeline materials consist mainly of asbestos cement (AC), cast iron (CI), and ductile iron (DI). The City's existing transmission and distribution system pipeline network is shown on Figure 7-1[3].

7.2.9 SCADA System

The City has a SCADA (Supervisory Control and Data Acquisition) system installed to provide for remote operation and monitoring of its facilities. Most of the major existing distribution facilities have SCADA installed except for PRS #1-#6. Well 8 has SCADA installed, but cannot be remotely operated by the SCADA system.

7.3 HYDRAULIC MODEL UPDATE

A computer simulation model (hydraulic model) transforms information about the physical system into a mathematical model that solves for various demand conditions. The hydraulic model then generates information on pressure, flow, velocity and head loss that can be used to analyze system performance and identify system deficiencies. A hydraulic model can also be used to verify the adequacy of recommended or proposed system improvements.

The City currently has a hydraulic model developed to simulate its potable water system performance. As part of this Citywide Water System Master Plan Update, an update of the current potable water system hydraulic model was performed to ensure that the hydraulic model accurately reflects the City's existing water system. This section summarizes the tasks completed to update the City's current hydraulic model of its potable water distribution system.

7.3.1 Existing Hydraulic Model Description

The City's current hydraulic model of its existing potable water system was last comprehensively updated for the 2012 Citywide Water System Master Plan. Since then, West Yost has been frequently updating the City's hydraulic model with new and proposed facilities to perform developer studies and other water system analyses requested by the City. The resulting developer hydraulic model contains existing facilities from the 2012 WSMP, existing facilities constructed since the 2012 WSMP was completed, and proposed facilities which have not yet been constructed.

For this Citywide Water System Master Plan Update, West Yost first reviewed the developer hydraulic model and coordinated with the City to determine which system facilities and pipelines

[2] The City's existing hydraulic model is not an all pipes model; therefore, the exact length of existing system pipelines is not known.

[3] Pipelines not included in the existing system evaluation are not shown on Figure 7-1. This includes all existing Zone 4 pipelines as well as some existing pipelines in the IPC and the Ellis Specific Plan developments (these pipelines are included in the future system evaluation which is described in Chapter 8).

have actually been constructed since the 2012 WSMP. Existing facilities which have been constructed since the 2012 WSMP were reviewed to ensure that they accurately represented existing conditions and were incorporated into the existing potable water system model. This task is discussed in more detail below.

7.3.2 Review of Existing Water System Facilities

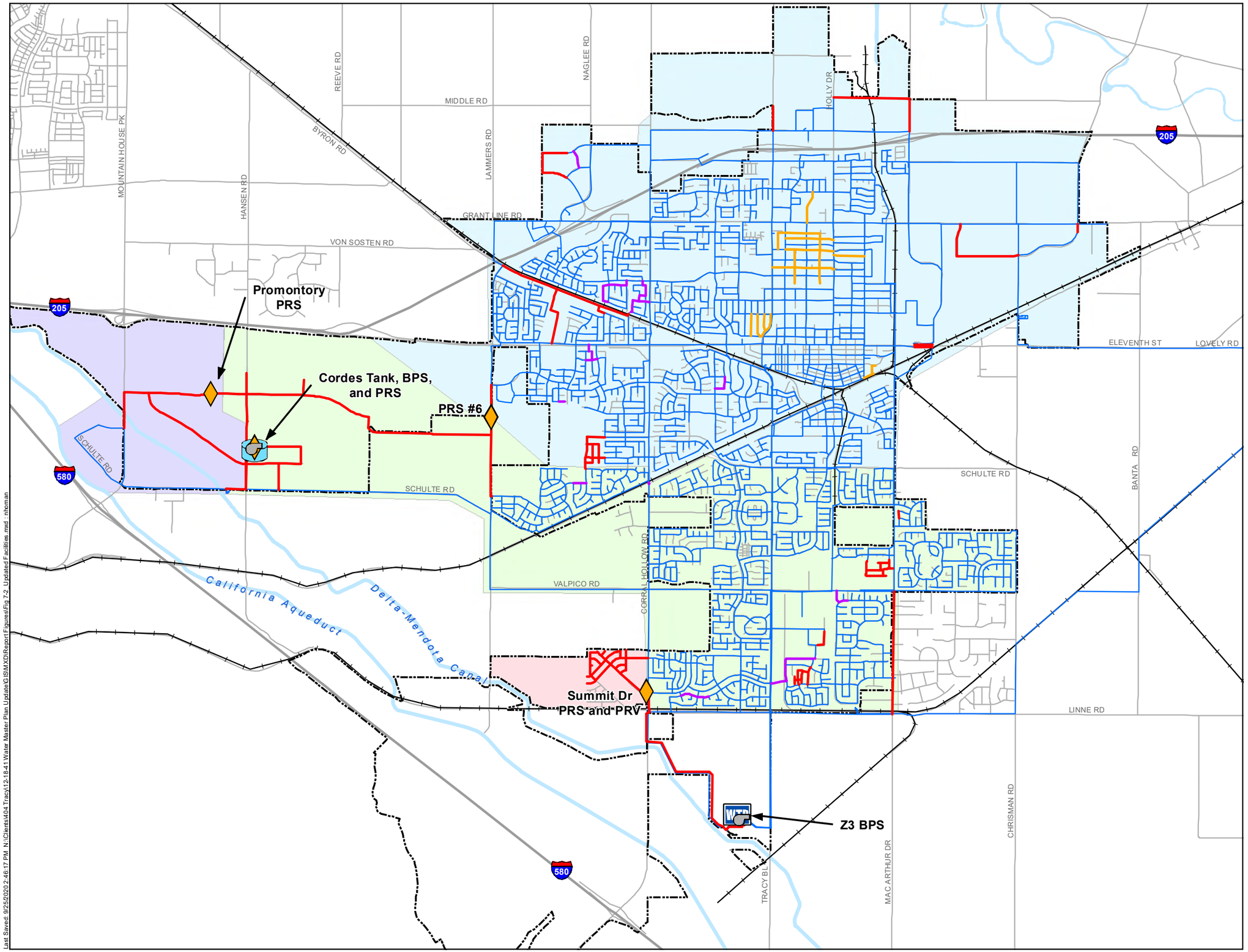
Based on a review of the available facilities data on the existing potable water system, which was provided to West Yost by City staff, the following facilities have been added or revised in the City's existing system hydraulic model since the 2012 WSMP:

- PRS #6 and major 20-inch diameter transmission main in Lammers Road
- 24-inch diameter transmission main in MacArthur Drive
- Cordes Tank, BPS, and PRS
- Major IPC development pipelines
- Promontory Parkway PRS
- Zone 3 BPS
- Zone 3 transmission main in Corral Hollow Road
- Ellis Specific Plan development pipelines
- Summit Drive PRS and PRV
- Other various new pipeline improvements
- Pipelines with incorrect diameters or alignments

As discussed below (see Section 7.4.1), potable water demands for the existing system hydraulic model were allocated based on 2017 meter data. Therefore, some facilities which serve water to areas without demands in 2017 were not included in the existing system hydraulic model (but are included in the future system hydraulic model described in Chapter 8). These facilities include:

- Zone 4 infrastructure, including the Zone 4 BPS, Zone 4 PRS, and major transmission and distribution pipelines
- Northington Drive PRV
- Some pipelines in the IPC development
- Some pipelines in the Ellis Specific Plan development

Figure 7-2 illustrates the locations of the new and revised facilities that were incorporated into the current hydraulic model to accurately represent the City's existing potable water distribution system.



N

0 2,000 4,000

Scale in Feet

Symbology

- New Pressure Regulating Station
- New Booster Pump Station
- New Storage Tank
- WTP John Jones Water Treatment Plant
- New Pipeline Constructed Since the 2012 WSMP
- Added Pipeline (for Model Refinement)
- Updated Pipeline (for Model Refinement)
- Previously Modeled Pipeline from 2012 WSMP

Pressure Zone

- Zone 1
- Zone 2
- Zone 3 (IPC/PPBP)
- Ellis Reduced Zone
- City Limits

Notes:

1. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.

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Figure 7-2

New and Revised Existing System Facilities

City of Tracy
Water System Master Plan Update

7.3.3 Review of Existing Water System Operations

The hydraulic model was last calibrated as part of the model update performed for the 2012 WSMP. Recalibration of the model was not considered necessary for this update, since the majority of pipelines added to the hydraulic model since the last update are new pipelines with known roughness factors. However, West Yost coordinated with City operations staff to confirm that the model accurately reflects existing and planned facility operations. Key changes made to facility operations since the 2012 WSMP include the following:

- In the decade after delivery of SSJID water to the City began, the City preferentially used SSJID water over USBR water to supply its customers. During these years, the JJWTP would shut down for long periods in the winter. However, in recent years the City has begun to use a more balanced mix of USBR and SSJID water.
- The Zone 1 BPS at the JJWTP has been seldom used in recent years due to decreased water demands.
- The City's wells are primarily used as backup sources of supply in the summer.
- The Lewis Manor well is inactive due to high manganese levels.
- The Cordes Tank and BPS now serve Zone 3 IPC/PPBP, and the Patterson Pass BPS (which previously served the same area) has been placed on standby.
- The Zone 3 BPS now serves the Ellis Reduced Zone.
- Booster pump station VFD settings have been adjusted since the 2012 WSMP.

Controls in the existing system hydraulic model have been updated to reflect these operational changes.

In addition, controls in the existing system hydraulic model were updated to reflect system operation changes which will occur in the next year (2020) after the planned IPC zone split is implemented. Key changes made to facility operations to reflect the IPC zone split include:

- Activating the 16-inch diameter pipeline in Promontory Parkway between Hansen Road and Lammers Road
- Activating the Cordes PRS and Promontory Parkway PRS
- Closing and opening valves to isolate Zone 2 and Zone 3 – IPC/PPBP from each other

7.4 EXISTING POTABLE WATER SYSTEM EVALUATION

This section presents the evaluation of the City's existing potable water distribution system and its ability to meet the City's recommended performance and operational criteria (previously presented in Chapter 6) under existing demand conditions. This evaluation includes an analysis of existing surface water treatment capacity, storage capacity, pumping capacity, and a hydraulic analysis of the water system's performance under maximum day demand plus fire flow and peak hour demand scenarios. Recommended improvements for addressing any identified existing potable water

distribution system deficiencies are summarized in *Section 7.5 Summary of Recommended Existing Potable Water System Improvements*.

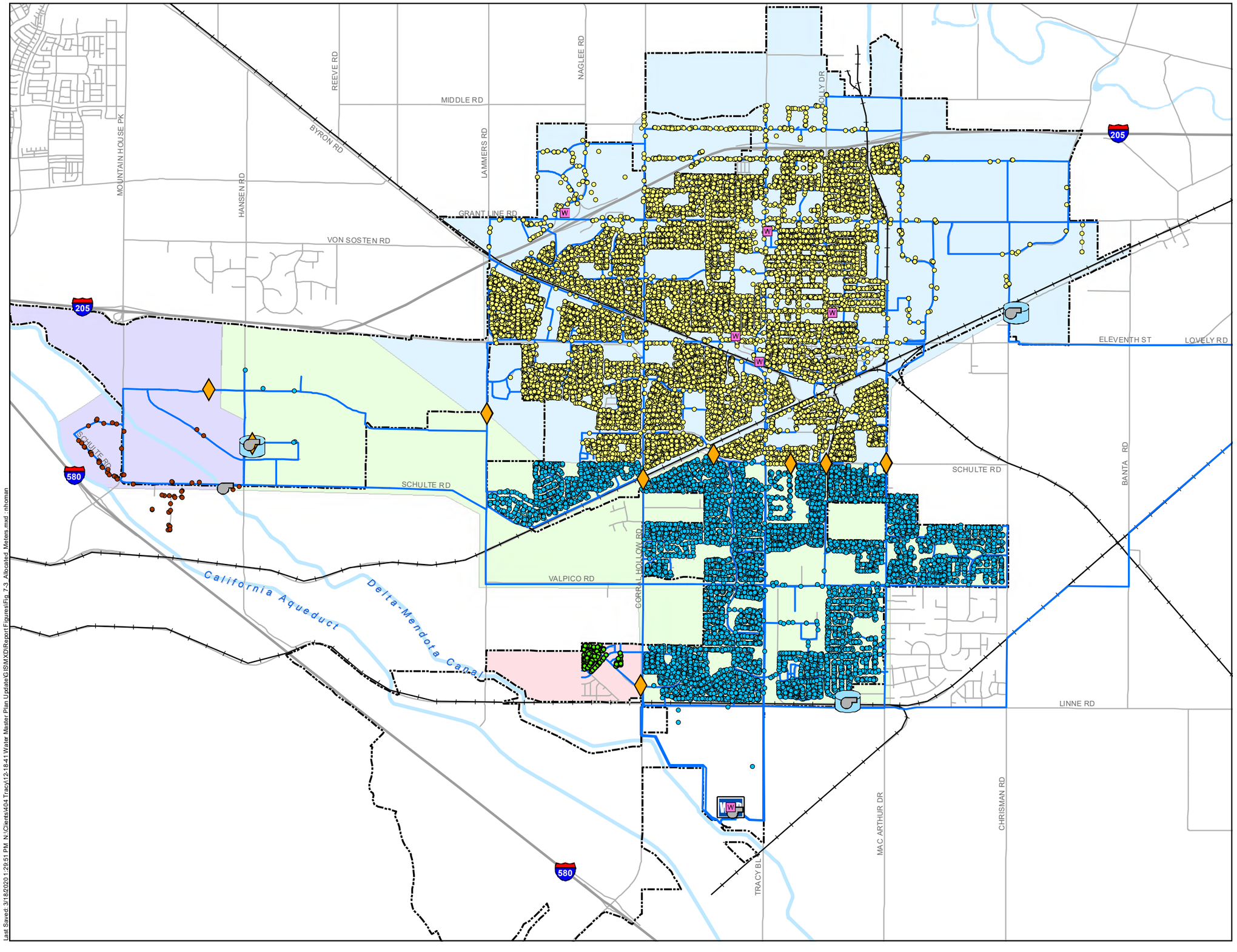
7.4.1 Existing Potable Water Demands

The water demands in the City's water system model were previously allocated based on spatially-located 2006 meter data and scaled up using the City's 2007 water production data. For this Citywide Water System Master Plan Update, the previous water demands were updated based on spatially-located 2017 meter data. The location of allocated water meters is shown on Figure 7-3. Allocated demands located in PPBP and IPC were scaled up to the total recorded flow through the Patterson Pass BPS in 2017 to account for water loss and construction meters. Because this area of the City has been growing rapidly, recent water production data was considered the most representative of existing water use in the PPBP and IPC. Allocated demands in all other areas were scaled up to the City's average water production from 2005 through 2013. Due to the recent drought and associated conservation measures, water production data from 2014 through 2017 were considered less representative of existing water use in these areas. Table 7-7 summarizes the City's existing potable water demands by pressure zone.

Table 7-7. Existing Potable Water Demands by Pressure Zone

Pressure Zone		Average Day Demand[a]		Maximum Day Demand[b]		Peak Hour Demand[c]	
		gpm	mgd	gpm	mgd	gpm	mgd
Zone 1		7,124	10.3	12,111	17.4	20,660	29.8
Zone 2[d]		3,856	5.6	6,555	9.4	11,182	16.1
Zone 3	PPBP[e]	392	0.6	667	1.0	1,138	1.6
	IPC[f]	26	0.04	44	0.1	75	0.1
Ellis Reduced Zone		18	0.03	31	0.0	53	0.1
Total		**11,417**	**16.4**	**19,408**	**27.9**	**33,108**	**47.7**

(a) Based on spatially located 2017 water meter data. Meters located in PPBP and IPC were scaled up to represent recent (2017) data from the Safeway meter (796 af/yr). All other meters were scaled up to represent the City's average water production from 2005 - 2013 (17,620 af/yr).
(b) Maximum day demand is 1.7 times the average day demand.
(c) Peak hour demand is 2.9 times the average day demand.
(d) Includes water demands from IPC water meters that will be served by Zone 2 after the IPC zone split (FedEx and Medline buildings).
(e) Water demands from PPBP are not included in the City's water production totals because the water supply for this area is purchased by PPBP from the Byron Bethany Irrigation District. However, the City is responsible for providing water treatment and delivery services to PPBP.
(f) Excludes water demands from IPC water meters that will be served by Zone 2 after the IPC zone split. Includes demands from Amazon, Smucker's, and Buildings 3 and 4.



Notes:
1. Based on water meter shapefile recieved from the City on July 2, 2018.

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Figure 7-3

Allocated Water Meters

City of Tracy
Water System Master Plan Update

7.4.2 Existing Water System Facilities Evaluation

To evaluate the existing potable water system, analyses addressing the following system facilities were conducted:

- Surface Water Treatment Capacity
- Storage Capacity
- Pumping Capacity
- Critical Supply Facilities

The results from the existing potable water system facilities analyses are discussed below.

7.4.2.1 Water Treatment Capacity

Sufficient water treatment capacity from the existing JJWTP, the City's treated surface water supplies from the South County Water Supply Project, and groundwater wells should be available to meet the City's existing maximum day demand condition. In addition, the City's goal is to have sufficient surface water treatment capacity to meet the existing maximum month demand without relying on groundwater. Table 7-8 indicates that the City has sufficient water treatment and capacity to meet existing maximum day demands and that the City's current surface water treatment capacity is sufficient to meet existing maximum month potable water demands.

Table 7-8. Comparison of Available and Required Water Treatment Capacity, mgd

Demand Condition	JJWTP[a]	South County Water Supply Project[b]	Groundwater	Total Treated Water Capacity	Existing Maximum Day Demand	Surface Water Capacity Surplus or (Deficit)
Maximum Day	27	17	21.7[c]	65.7	28	38
Maximum Month[d]	27	17	0.0[e]	44.0	25	19

(a) Supplied from Zone 1 36-inch diameter transmission main, Zone 2 BPS, and Zone 3 BPS. Although the JJWTP is designed to supply 30 mgd, the actual maximum pumping capacity of the intake pumps is 27 mgd.
(b) Supplied from Linne Road and NEI Booster Pump Stations.
(c) Equivalent to firm groundwater pumping capacity, assuming that 20 percent of the City's wells would be out of service (*i.e.*, approximately two wells: one in Zone 1, and one at the JJWTP).
(d) Estimated to be 90 percent of maximum day demands.
(e) The City's goal is to meet maximum month demands without relying on groundwater supply.

7.4.2.2 Storage Capacity

The principal advantages that storage provides for the water system are the ability to equalize demands on supply sources, production facilities, and transmission mains; to provide emergency storage in case of supply failure; and to provide water to fight fires. The City's water service area has two sources of available storage: above-ground storage (*i.e.*, clearwells and storage tanks) and storage available through the groundwater basin. Together, these two sources of storage must be

sufficient to meet the City's operational, emergency, and fire flow storage criteria. The volumes required for each of these three storage components are listed below:

- Operational Storage: 30 percent of a maximum day demand
- Emergency Storage: 1.5 times an average day demand
- Fire Flow Storage: The required fire flow rates multiplied by their associated fire flow duration periods, as required by the City's Fire Department. For larger pressure zones (*i.e.*, Zones 1 and 2), two concurrent fire flow events were assumed for the storage capacity analysis. However, the recommended fire flow storage does not include the volume associated with sprinkler flows.

Because the City's potable water supply includes supply from groundwater wells, the groundwater basin can account for a portion of the recommended emergency storage, in the form of a groundwater credit. However, the following criteria must be met to use the groundwater supply to offset the need to provide above-ground storage:

- Groundwater supply is of potable water quality and can be reliably accessed (*i.e.*, wells are equipped with on-site emergency generators).
- Groundwater supply is not already relied upon to meet the City's average day demand requirements.
- Groundwater supply is of firm groundwater supply availability (*i.e.*, assumes 20 percent of wells will be out of service at any given time).
- Sufficient water distribution facilities are available to distribute this water to demand area.

In addition, the City currently has two independent sources of treated surface water supply, and some quantity of the total treated surface water supply capacity can also account for a portion of the recommended emergency storage. The treated surface water credit assumes that the smaller of the treated surface water supply sources can be available to offset a portion of the emergency storage requirement. However, the following criteria must be met to use treated surface water supply to offset the need to provide above-ground storage:

- Treated surface water supply can be reliably accessed (*i.e.*, treated surface water supply facility is equipped with on-site emergency generator).
- Sufficient treated surface water booster pumping facilities are available to distribute water to demand areas.

In summary, the Emergency Storage Credit is equal to the sum of the groundwater and treated surface water supply credits. However, the Emergency Storage Credit can only provide a maximum storage credit equal to the City's required emergency storage volume.

The existing potable water storage facilities, in conjunction with the available Emergency Storage Credit, were evaluated to determine whether the City's existing potable water system has sufficient storage capacity to provide the required operational, emergency, and fire flow storage. Table 7-9 provides a detailed summary of the City's existing available potable water storage capacity, Emergency Storage Credit, and required storage capacity. Table 7-9 indicates that the City currently has a potable water storage capacity surplus of approximately 4.2 MG in Zone 1, Zone 2, and Ellis Reduced Zone, and a 0.7 MG surplus in Zone 3 - IPC/PPBP.

7.4.2.3 Pumping Capacity

The pumping capacity in the City's existing potable water system was evaluated to assess its ability to deliver a reliable firm capacity to the existing water service area. Firm capacity assumes a reduction in total pumping capacity to account for pumps that are out of service at any given time due to mechanical breakdowns, maintenance, water quality, or other operational issues. At each booster pump station, firm booster pumping capacity was defined as the total booster pump station capacity with the largest pump out of service. For groundwater well pumps, the firm groundwater pumping capacity assumed that 20 percent of the wells would be out of service at any given time.

The pumping capacity criterion for the City, described previously in Chapter 6, requires the City's potable water system to have sufficient firm pumping capacity to meet the greater of either a maximum day demand with two simultaneous fire flow events (one fire flow event in smaller pressure zones) or a peak hour demand. In addition, sufficient firm treated water pumping capacity should be available to meet a maximum day demand condition.

Table 7-10 provides a detailed summary of the City's existing available firm pumping capacity at each pump station and provides a comparison between the City's available firm pumping capacity and the requirements stated above. This pumping capacity analysis indicates that the City's existing booster and groundwater pumping capacity can sufficiently meet the pumping capacity criterion for the existing water service area during the governing flow scenario in each pressure zone.

7.4.2.4 Critical Supply Facilities

All critical pumping facilities should be equipped with an on-site, emergency backup power generator to provide pumping capacity during a power outage. Critical pumping facilities are defined as those facilities that provide service to pressure zone(s) and/or service area(s) which do not have sufficient emergency storage, and that meet at least one of the following criteria:

- The largest pumping facility that provides water to a particular pressure zone and/or service area.
- A facility that provides the sole source of water to single or multiple pressure zones and/or service areas.
- A pumping facility that provides water from a supply turnout.
- A pumping facility that provides water from key groundwater supply wells (depends on capacity, quality, and location).

Table 7-9. Comparison of Available and Required Water Storage Capacity

Station	Status	Available Storage Capacity, MG					Required Storage Capacity, MG				Storage Surplus (Deficit), MG
		Reservoir Capacity	Emergency Storage Credit			Total Available Storage	Operational[d]	Emergency[e]	Fire Flow	Total Required Storage	
			Groundwater Credit[a]	Treated Surface Water Supply Credit[b]	Total Emergency Storage Credit[c]						
Zone 1, Zone 2, and Ellis Reduced Zone[f]											
NEI	Active	2.4	--	25.50	23.76	**37.26**	8.08	23.76	1.14[i]	**32.97**	**4.2**
Lincoln Well	Active	--	5.40								
Lewis Manor Well	Inactive	--	--								
Park and Ride Well	Active	--	4.32								
Ball Park Well	Active	--	5.40								
Well 8[g]	Active	--	--								
Linne	Active	7.1	--								
Well 1[h]	Active	--	--								
Well 2[g,h]	Active	--	--								
Well 3[g,h]	Active	--	--								
Well 4[g,h]	Active	--	--								
Clearwell #2	Active	4.0	--								
Zone 3 IPC/PPBP											
Cordes	Active	2.0	--	0.00	0.90[j]	**2.90**	0.31	0.90	0.96[k]	**2.17**	**0.7**

(a) Credit based on 1.5 days of pumping capacity from active groundwater wells with on-site backup power because the required emergency storage capacity is equal to 1.5 times the average day demand. See Table 7-2 for individual well capacity.

(b) Credit based on 1.5 days of available treatment capacity (17 mgd) from the SCWSP because the required emergency storage capacity is equal to 1.5 times the average day demand.

(c) Equal to the sum of the groundwater and treated surface water supply credits; however, the maximum credit is equal to the required emergency storage capacity.

(d) Based on 30 percent of a maximum day demand (see Table 7-7).

(e) Based on 1.5 times the average day demand (see Table 7-7).

(f) The Ellis Reduced Zone is currently isolated from the Cordes Tank and BPS.

(g) Well does not contribute to Groundwater Credit because it does not have on-site backup power.

(h) Well does not contribute to Groundwater Credit because water produced by the well must be blended with chlorinated water from the JJWTP prior to distribution. The JJWTP is assumed to be offline in an emergency.

(i) Based on storage required for two concurrent fire flow events; a Single Family Residential fire flow and an Industrial fire flow (see Table 6-1).

(j) Surplus Treated Surface Water Supply Credit from other pressure zones can be used to provide emergency storage for Zone 3.

(k) Based on storage required for an Industrial fire flow (see Table 6-1).

Table 7-10. Comparison of Available and Required Firm Pumping Capacity

Pump Station	Backup Power	Status	Firm Capacity[a], gpm	Total Firm Pumping Capacity from Supply Sources, gpm[b]	Existing Maximum Day Demand, gpm	Pumping Capacity from Supply Sources Surplus (Deficit), gpm[b]	Total Firm Pumping Capacity, gpm	Existing Maximum Day Demand with Fire Flow Event(s), gpm	Existing Peak Hour Demand, gpm	Pumping Capacity Surplus (Deficit), gpm[b]
Zones 1 and 2										
NEI	✓	Active	4,200	44,106	19,377[d]	24,728	51,095	24,666[e]	31,842	19,253
Zone 1	✓	Active	12,000							
Lincoln Well	✓	Active	2,500							
Lewis Manor Well	✓	Inactive	--							
Park and Ride Well	✓	Active	2,000							
Ball Park Well	✓	Active	2,500							
Well 8		Active	--							
Linne	✓	Active	14,595							
Zone 2	✓	Active	13,300							
Well 1[c]	✓	Active	--							
Well 2[c]		Active	--							
Well 3[c]		Active	--							
Well 4[c]		Active	--							
Zone 3 IPC/PPBP										
Cordes	✓	Active	6,150	NA[g]	NA[g]	NA[g]	6,150	5,211[h]	1,213	939
Patterson Pass[f]	✓	Inactive	--							
Ellis Reduced Zone										
Zone 3	✓	Active	2,970	2,970	31	2,939	2,970	1,531[i]	53	1,439

(a) Firm booster pumping capacity was defined as the total booster pump station capacity with the largest pump out of service and firm groundwater pumping capacity assumed that 20 percent of the City's wells would be out of service (i.e., approximately two wells: one in Zone 1, and one at the JJWTP).

(b) Pumping capacity surplus (deficit) is the total available firm pumping capacity minus the greater of the maximum day demand with required fire flow event(s) or peak hour demand.

(c) Wells 1-4 located at JJWTP pump directly into the Chlorine Contact Basin or Clearwell #2; therefore, these wells do not provide additional pumping capacity to the system.

(d) Includes maximum day demand for Zone 3 IPC/PPBP.

(e) Maximum day demand plus a 1,500 gpm Single Family Residential fire flow and a simultaneous 4,500 gpm Industrial fire flow.

(f) Patterson Pass BPS is inactive since the Cordes BPS is now operating; therefore, it does not provide additional pumping capacity to the system.

(g) Zone 3 IPC/PPBP is supplied treated water via Zone 2 facilities.

(h) Maximum day demand plus a 4,500 gpm Industrial fire flow.

(i) Maximum day demand plus a 1,500 gpm Single Family Residential fire flow.

As shown previously in Table 7-10, most of the City's existing pumping facilities have on-site emergency backup power installed, except for Wells 2 through 4 and Well 8[4]. However, these wells do not meet the criteria listed above and are not considered critical supply facilities. Therefore, the City is currently equipped with sufficient backup power generators to provide pumping capacity during a power outage at its most critical pumping facilities.

7.4.3 Existing Water System Hydraulic Analysis

The system performance criteria recommended for and results of the existing potable water distribution system hydraulic analysis are discussed below.

7.4.3.1 Existing Water System Performance Criteria

Steady state hydraulic analyses using the updated hydraulic model were conducted to help identify areas of the existing potable water system that do not meet the recommended system performance criteria as presented previously in Chapter 6. The results of the existing potable water system evaluation are presented below for the following scenarios:

- Peak Hour Demand—A peak hour flow condition was simulated for the existing water distribution facilities to evaluate their capability to meet a peak hour demand scenario. Peak hour demands are met by the combined supply from treated surface water, storage tanks, and groundwater.
- Maximum Day Demand plus Fire Flow—To evaluate the existing potable water system under the maximum day demand plus fire flow scenario, individual fire flow demands were first assigned and simulated at various locations within the City's water service area. InfoWater's "*Available Fire Flow Analysis*" tool was used to determine the available fire flow while meeting the maximum day demand plus fire flow performance criteria. Additional fire flow simulations were also performed to simulate a condition equal to a maximum day demand with two concurrent fire flow events. Maximum day plus fire flow demands are met by the combined supply from treated surface water and storage tanks.

The recommended system performance criteria for each scenario are discussed in more detail below.

7.4.3.1.1 Peak Hour Demand Scenario

As shown in Table 7-7, the peak hour demand for the existing water service area was calculated to be 33,108 gpm (47.7 mgd). This peak hour demand represents a peaking factor of 2.9 times the average day demand. During a peak hour demand scenario, a minimum pressure of 40 psi must be maintained throughout the water system. In addition, maximum head losses for distribution mains should not exceed 7 ft/kft and maximum velocities should not exceed 8 fps. For transmission mains, maximum head losses should not exceed 3 ft/kft and maximum velocities should not exceed 6 fps.

[4] Well 8 currently has a plug-in adapter installed to allow interconnection to a portable generator.

7.4.3.1.2 Maximum Day Demand plus Fire Flow Scenario

As shown in Table 7-7, the maximum day demand for the existing water service area was calculated to be 19,408 gpm (32.9 mgd). This maximum day demand represents a peaking factor of 1.7 times the average day demand. Fire flow demands were assigned and simulated at various locations within the City's water service area to determine if the minimum residual pressure criterion of 20 psi could be met during a maximum day demand plus fire flow scenario[5]. Fire flow demands were assigned based on General Plan land use designations and are summarized below in Table 7-11.

Table 7-11. Recommended Fire Flow Requirements[a]

Land Use Category	Fire Flow, gpm	Duration, hours
Single Family Residential[b]	1,500	2
Multi-Family Residential[c]	2,500	2
Commercial/Office[d]	3,500[f]	4
Industrial	4,500[f]	4
Institutional[e]	4,500[f]	4

(a) Specific fire flow requirements were determined from Table B105.1 of the 2016 CFC and depend on construction type and fire flow calculation area. Non-residential fire flow requirements are based on the assumption that an automatic sprinkler system has been installed. See Table 6-1 for further explanation of how the fire flow requirements were developed.
(b) Includes Very Low and Low Density Residential land uses.
(c) Includes Medium and High Density Residential land uses.
(d) Includes Commercial, Office, Downtown, and Village Center land uses.
(e) Includes Medical, Public Facilities, School, Airport, Church, and Cemetery land uses.
(f) Fire flow includes a 500 gpm demand for on-site sprinkler flow, which is not included in the recommended fire flow storage volume.

The City's water system should also have the capability to meet a system demand condition equal to the occurrence of a maximum day demand with two concurrent fire flow events in the larger pressure zones (*i.e.*, Zones 1 and 2). It is assumed that the two fire flow events will consist of one smaller single family residential fire flow combined with another larger industrial fire flow. This conservative assumption of two simultaneous fire flow demands will help stress the City's water system and determine if the existing water system can provide reliable service during high demand conditions. Consequently, two concurrent fire flow demands were simulated at various locations within Zones 1 and 2 during a maximum day demand condition to determine if the minimum residual pressure criterion of 20 psi could be met during simultaneous fire flow events.

[5] The maximum pipeline head loss and maximum pipeline velocity criteria for a maximum day demand plus fire flow scenario were not applied to the City's existing water system. Because fire flow conditions occur infrequently, no improvements for the existing water system would be recommended if a location failed to meet these secondary criteria if the primary pressure criterion was met.

7.4.3.2 Recommended Improvement Criteria

The system performance criteria described above were used to evaluate the existing potable water system during peak hour demand and maximum day demand plus fire flow scenarios. The existing potable water system is expected to deliver peak hour flow and maximum day demand plus fire flow within the acceptable pressure, velocity and head loss ranges as identified in the system performance criteria presented in Chapter 6. However, the system was evaluated using pressure as the primary criterion. If necessary, recommended improvements needed to comply with the system performance criteria were added to the existing potable water system model to fix any deficiencies found and are discussed below.

7.4.3.3 Existing Water System Evaluation Results

The results from the hydraulic model for the peak hour demand and maximum day demand plus fire flow analyses are presented below.

7.4.3.3.1 Peak Hour Demand Scenario

During a peak hour demand scenario, results indicate that the existing potable water system is capable of maintaining the City's minimum pressure criterion of 40 psi at all existing service locations, as shown on Figure 7-4. Under this scenario, system pressures at existing service locations ranged from 40 to 85 psi. It should be noted that, per the California Plumbing Code, services which experience pressures exceeding 80 psi are required to be fitted with a pressure reducing valve.

As shown on Figure 7-5, there are two locations within the existing system where the distribution system pipelines did not meet the maximum velocity criterion of 8 fps during a peak hour demand scenario. The following list details pipelines in the existing potable water system that exceeded the maximum velocity criterion and summarizes any recommended improvements.

- Location #1: The 12-inch diameter discharge pipeline from the Ball Park Well off of Tracy Boulevard had a velocity of 8.3 fps.

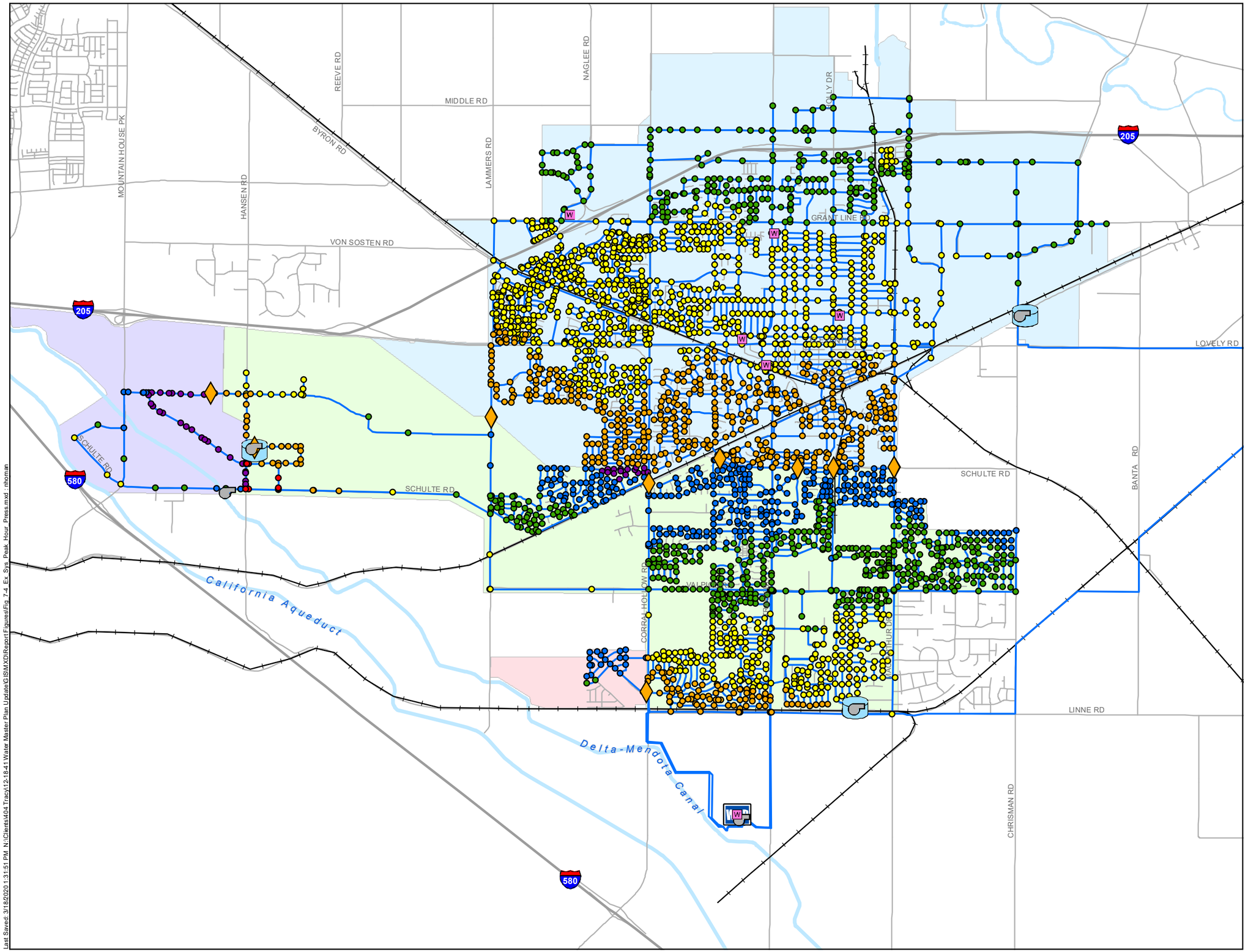
  Recommendation:

  No mitigation is recommended for the 12-inch diameter discharge pipeline from the Ball Park Well, because pipeline velocity is a secondary criterion and no improvements for pipelines exceeding the velocity criterion in the existing potable water system are recommended unless the primary criterion (pressure) is not met.

- Location #2: The 12-inch diameter distribution pipeline located in Sixth Street immediately east of the 36-inch diameter transmission main tie-in had a velocity of 8.3 fps.

  Recommendation:

  No mitigation is recommended for the 12-inch diameter discharge pipeline in Sixth Street immediately east of the 36-inch diameter transmission main tie-in, because pipeline velocity is a secondary criterion and no improvements for pipelines exceeding the velocity criterion in the existing potable water system are recommended unless the primary criterion (pressure) is not met.



Symbology

Peak Hour Pressure

- Less than 40 psi
- 40 psi to 50 psi
- 50 psi to 60 psi
- 60 psi to 70 psi
- 70 psi to 80 psi
- Greater than 80 psi

Pressure Regulating Station

Booster Pump Station

Groundwater Well

Storage Tank

WTP John Jones Water Treatment Plant

Pipeline

Pressure Zone

- Zone 1
- Zone 2
- Zone 3 (IPC/PPBP)
- Ellis Reduced Zone

Notes:

1. The City's existing hydraulic model is not an all pipes model. Therefore, not all existing pipes are shown or evaluated.
2. Per the California Plumbing Code, services which experience pressures exceeding 80 psi are required to be fitted with a pressure reducing valve.

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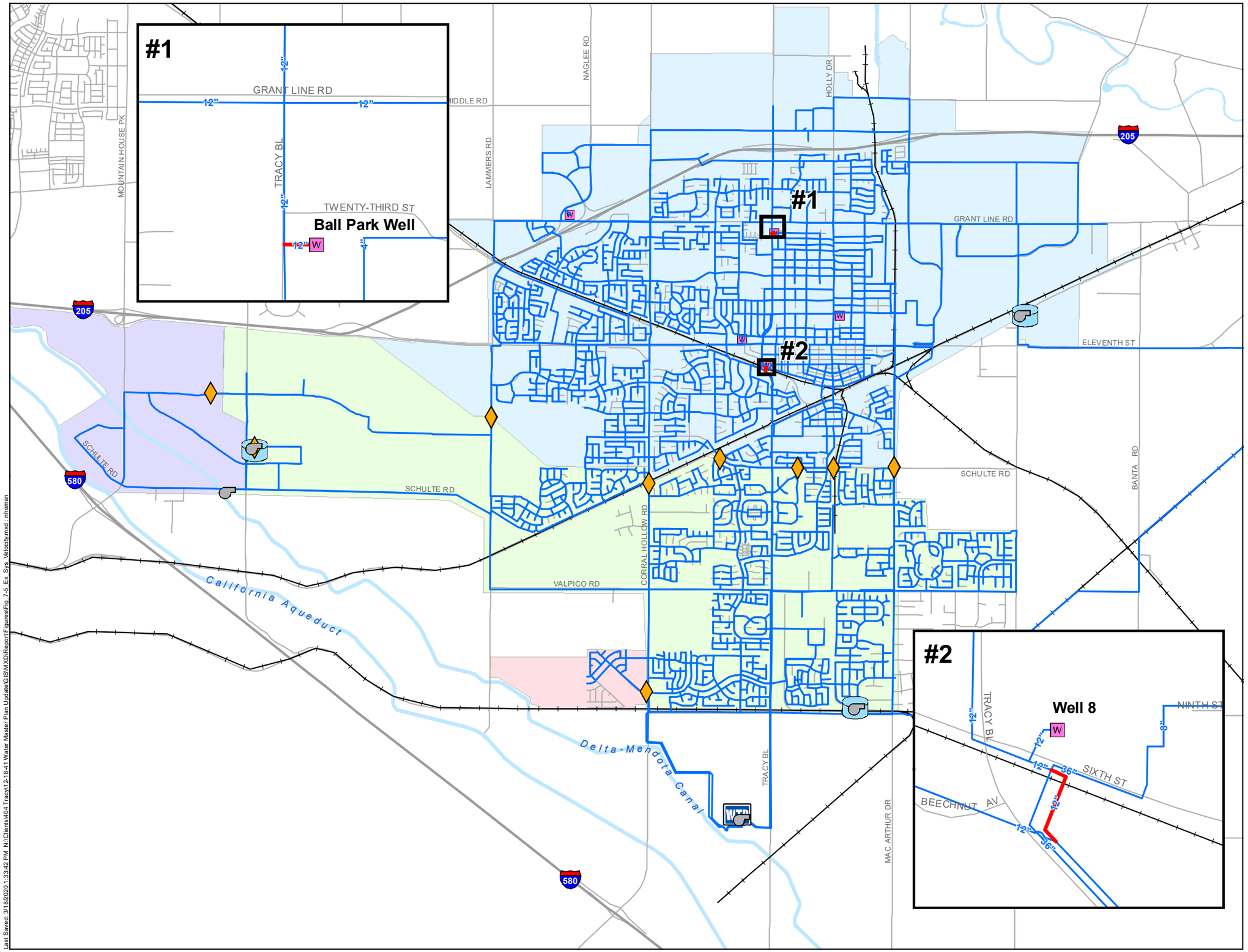
WEST YOST ASSOCIATES

Figure 7-4

Existing System Pressures Peak Hour Demand

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0 2,000 4,000

Scale in Feet

Symbology

Pipeline Diameter ≥ 18-inches

- Velocity ≤ 6 fps
- Velocity > 6 fps

Pipeline Diameter < 18-inches

- Velocity ≤ 8 fps
- Velocity > 8 fps
- Pressure Regulating Station
- Booster Pump Station
- Groundwater Well
- Storage Tank
- WTP John Jones Water Treatment Plant

Pressure Zone

- Zone 1
- Zone 2
- Zone 3 (IPC/PPBP)
- Ellis Reduced Zone

Notes:

1. The City's existing hydraulic model is not an all pipes model. Therefore, not all existing pipes are shown or evaluated.

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Figure 7-5

Existing Pipeline Velocities Peak Hour Demand

City of Tracy
Water System Master Plan Update

7.4.3.3.2 Maximum Day Demand plus Fire Flow Scenario

Fire flow demands were assigned based on Table 7-11 and simulated at various locations within the City's water service area. InfoWater's "*Available Fire Flow Analysis*" tool was used to determine the available fire flow while meeting a minimum residual pressure of 20 psi within the existing water system during a maximum day demand scenario.

As shown on Figure 7-6, the results from the hydraulic model indicate that there are seven fire flow junctions, grouped into four areas, where the available fire flow is less than the minimum required fire flow. The following list details the areas in the existing potable water system that failed to meet the fire flow requirements and summarizes any recommended improvements.

- Location #1: The hydrant at the southern end of Rhonda Way is surrounded by industrial land use, which has a fire flow requirement of 4,500 gpm. This hydrant is served by an 8-inch diameter distribution pipeline in Rhonda Way which terminates at the hydrant. The available fire flow simulated at this hydrant while maintaining a 20 psi minimum residual pressure was approximately 3,640 gpm.

  Recommendation:

  No mitigation is recommended for the hydrant at the southern end of Rhonda Way because the deficient hydrant is located on a short dead-end line. The deficient hydrant is less than 300 ft away from a hydrant at the intersection of Rhonda Way and Larch Road which is capable of providing 4,500 gpm at 20 psi residual pressure.

- Location #2: Four hydrants within the neighborhood located east of Tracy Boulevard, south of Juanita Market, west of Holly Drive, and north of Carlton Way are not capable of meeting minimum fire flow requirements. This neighborhood is located in an older part of the City, and many of the distribution pipelines in the neighborhood are 4-inches or 6-inches in diameter with low C-factors. The northern-most deficient hydrant, at the intersection of Wall Street and 20th Street, was assigned a fire flow requirement of 1,500 gpm, but could only provide approximately 1,230 gpm. The other three deficient hydrants, located at the intersections of Wall Street and Emerson Avenue, Emerson Avenue and Court Drive, and Court Drive and Lowell Avenue, were assigned a fire flow requirement of 2,500 gpm, but could only provide approximately 820 gpm, 1,590 gpm, and 2,350 gpm, respectively.

  Recommendation:

  It is recommended that the existing pipelines in 20th Street between Bessie Avenue and Parker Avenue, Wall Street between Lowell Avenue and 20th Street, Emerson Avenue between Bessie Avenue and Holly Drive, Court Drive between Whittier Avenue and Lowell Avenue, and Lowell Avenue between Parker Avenue and Holly Drive be replaced with new 8-inch diameter pipelines to improve fire flow to this area.

- Location #3: The hydrant at the intersection of School Street and Ninth Street was assigned a fire flow requirement of 2,500 gpm due to the high density residential units located along School Street. This hydrant is currently served by an 8-inch diameter distribution pipeline in School Street which terminates east of the hydrant. The available fire flow simulated at this hydrant while maintaining a 20 psi minimum residual pressure was approximately 2,330 gpm.

  Recommendation:

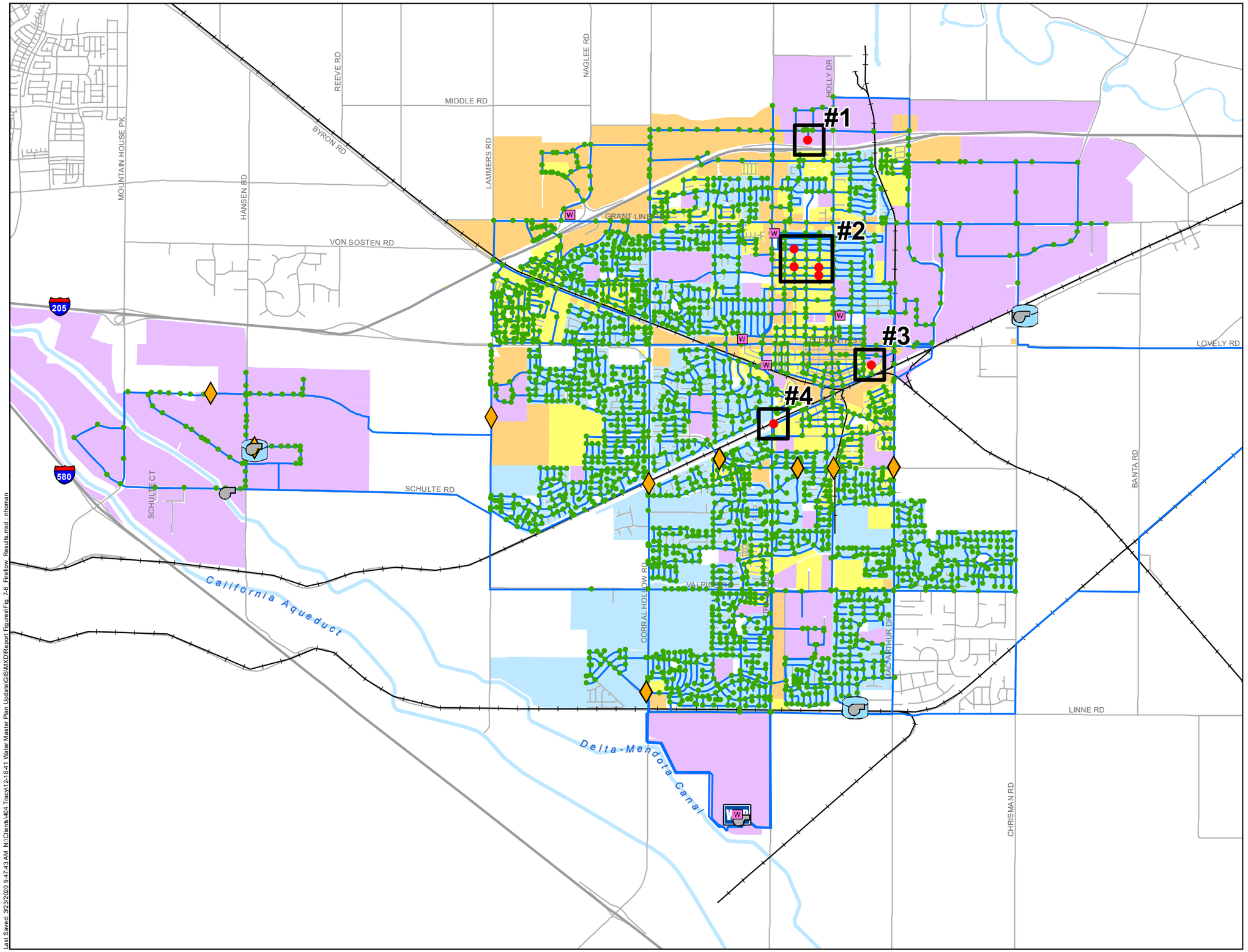
  It is recommended that a new 12-inch diameter pipeline be installed in Ninth Street between School Street and Tenth Street.

- Location #4: The hydrant at the intersection of Tracy Boulevard and Fourth Street was assigned a fire flow requirement of 2,500 gpm due to the medium density residential units located in the vicinity. This hydrant is served by an existing 4-inch diameter pipeline in Tracy Boulevard and an existing 6-inch diameter pipeline in Fourth Street. The available fire flow simulated at this hydrant while maintaining a 20 psi minimum residual pressure was approximately 1,350 gpm.

  Recommendation:

  It is recommended that the existing 4-inch diameter pipeline in Tracy Boulevard north of Mount Diablo Avenue be replaced with a new 12-inch diameter pipeline to improve the fire flow to this area. This improvement was previously recommended in the 2012 WSMP.

Four additional fire flow simulations were performed within the hydraulic model to simulate a condition equal to a maximum day demand with two concurrent fire flow events. Two concurrent fire flow events were simulated during a maximum day demand condition to determine if the minimum residual pressure criterion of 20 psi could be met. Figure 7-7 shows the locations of the additional fire flow simulations. Locations were selected within each pressure zone based on the existing land use designations and spatial distance from supply sources to stress the City's water system. As summarized in Table 7-12, results from the hydraulic model indicate that all four of the concurrent fire flow simulations met the minimum residual pressure criterion of 20 psi.



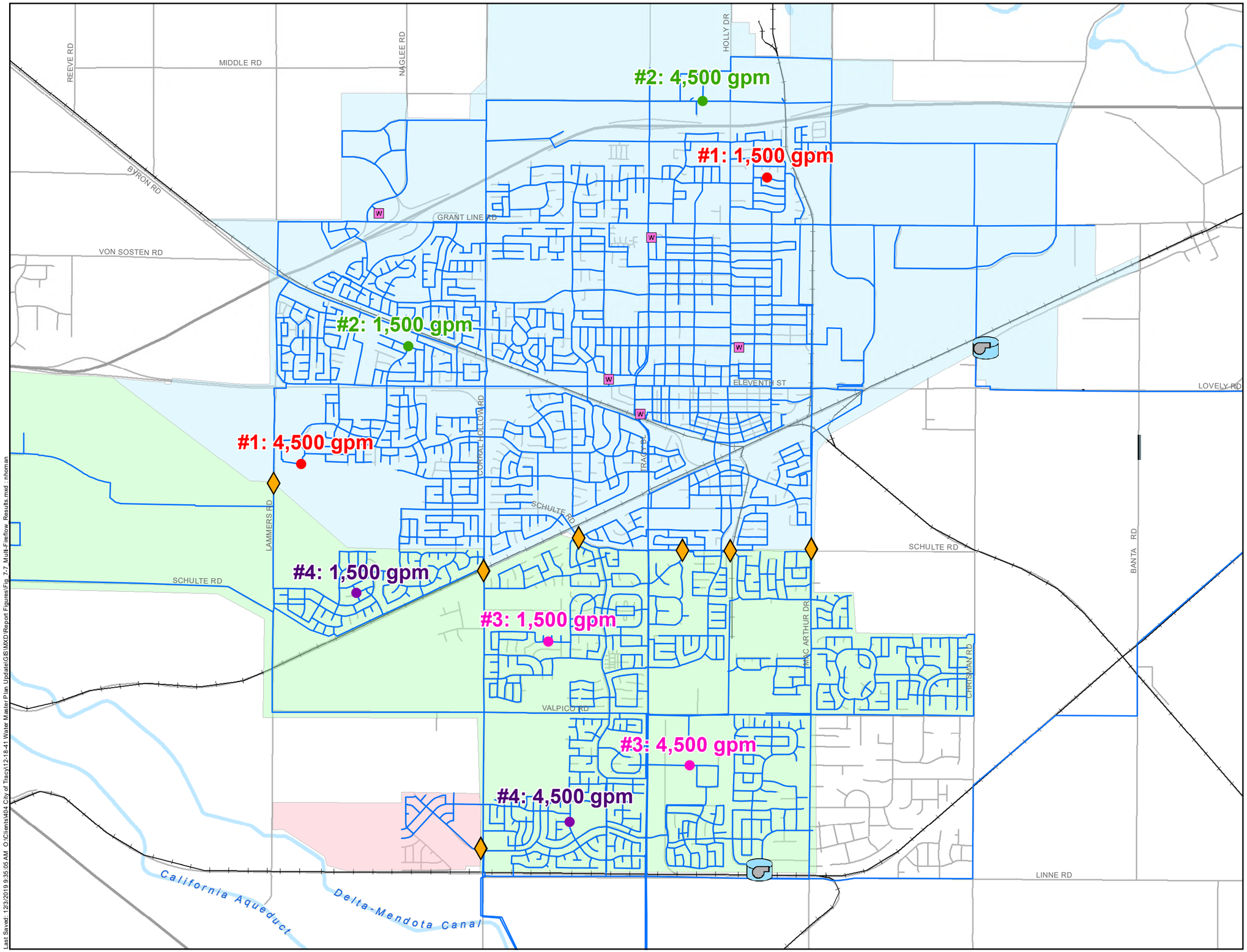
Notes:
1. The available fire flow shown is the maximum flow available while maintaining 20 psi residual system pressure.
2. The City's existing hydraulic model is not an all pipes model. Therefore, not all existing pipes are shown or evaluated.

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Figure 7-6

Existing System Available Fire Flow

City of Tracy
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Notes:
1. The City's existing hydraulic model is not an all pipes model. Therefore, not all existing pipes are shown or evaluated.

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Figure 7-7

Locations of Additional Simultaneous Fire Flow Simulations

City of Tracy
Water System Master Plan Update

Table 7-12. Results of Additional Fire Flow Simulations

Pressure Zone	Location #	Fire Flow Demand, gpm[(a)]	Residual Pressure, psi
Zone 1	1	1,500	51
		4,500	32
	2	1,500	52
		4,500	45
Zone 2	3	1,500	67
		4,500	52
	4	1,500	67
		4,500	32

(a) It is assumed that the two concurrent fire flow events will consist of one smaller Single Family Residential fire flow combined with another larger Industrial fire flow.

7.5 SUMMARY OF RECOMMENDED EXISTING POTABLE WATER SYSTEM IMPROVEMENTS

The recommended hydraulic improvements for the existing potable water distribution system are summarized below. These existing system improvements are recommended based on existing water demands, and are not triggered by future new development. It should be noted that these recommendations only identify facility improvements at a master plan level and do not necessarily include all required on-site infrastructure nor constitute design of improvements. Subsequent detailed design is required to determine the exact sizes and final locations of these proposed improvements. Recommended improvements are based on available information on the City's existing water system and existing water demands as presented in Table 7-7.

It should also be noted that the existing hydraulic model is not an "all pipes" model (*i.e.*, not all smaller diameter pipelines are included); therefore, the hydraulic simulations performed as discussed above may not identify all necessary water system hydraulic improvements. While some small diameter pipelines which were not previously included in the hydraulic model were added in this Citywide Water System Master Plan as part of the model refinement process, there may still be other small diameter pipelines not represented in the hydraulic model. Consequently, it is recommended that City staff review older parts of the water system where smaller diameter pipelines are typically found and consider possible upsizing of these lines as the City plans for future pipeline renewal and replacement projects. Ongoing replacement of older and/or smaller diameter pipelines will improve the available fire flow capacity of the existing potable water system.

Pipeline Hydraulic Capacity Improvements

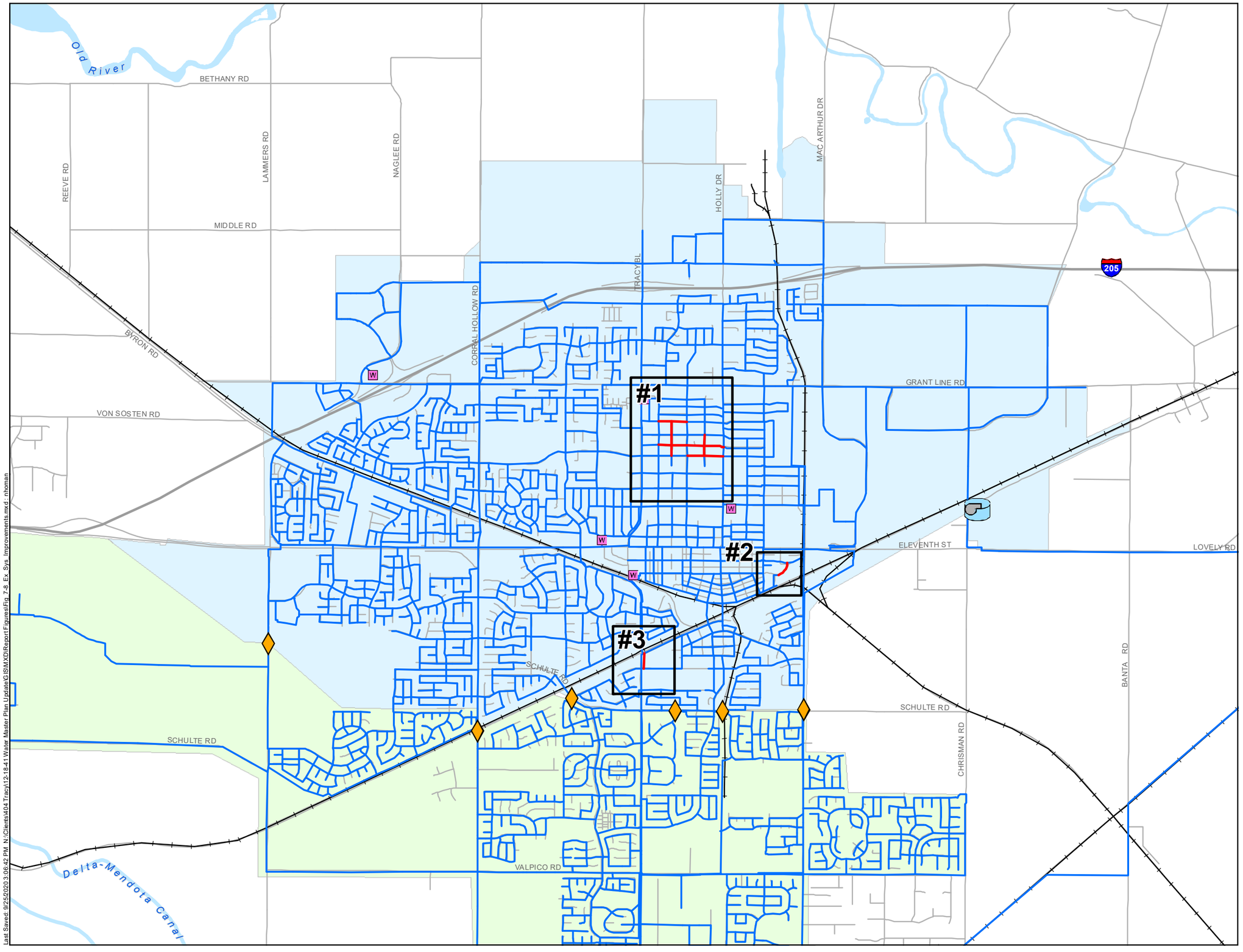
The locations of all recommended pipeline improvements are shown on Figure 7-8.

Several pipeline improvements are recommended to mitigate existing fire flow deficiencies. These fire flow deficiencies are not triggered by projected future water demands from new development. The existing water system infrastructure in the areas listed below is insufficient to meet the fire flow requirements based on existing land use and water demands. As such, planning and design for these improvements should be prioritized. Detailed locations of these improvements are shown on Figure 7-9.

- Improvement #1: Replace the existing pipelines in 20th Street between Bessie Avenue and Parker Avenue, Wall Street between Lowell Avenue and 20th Street, Emerson Avenue between Bessie Avenue and Holly Drive, Court Drive between Whittier Avenue and Lowell Avenue, and Lowell Avenue between Parker Avenue and Holly Drive with approximately 6,000 linear feet (lf) of new 8-inch diameter pipelines.
- Improvement #2: Install approximately 515 lf of 12-inch diameter pipeline in Ninth Street between School Street and Tenth Street.
- Improvement #3: Replace approximately 485 lf of existing 4-inch diameter pipeline in Tracy Boulevard north of Mount Diablo Avenue with new 12-inch diameter pipeline; this improvement was previously recommended in the 2012 WSMP.

7.5.1 Pipeline Renewal and Replacement

As the City's water system ages, older water pipelines will deteriorate and have decreased hydraulic capacity and greater chance of leaking or breaking. To address this, the City should implement a renewal and replacement (R&R) program to proactively replace at-risk water pipelines before they fail. This Citywide Water System Master Plan Update does not include a condition assessment of existing facilities or development of a renewal and replacement (R&R) program. Therefore, it is recommended that the City perform a separate study which evaluates the condition of existing water system assets and develops a prioritized list for asset replacement based on age, material, failure history, and other parameters.



Symbology

- Recommended Improvement from Hydraulic Evaluation
- Existing Pipeline
- Pressure Regulating Station
- Booster Pump Station
- Groundwater Well
- Storage Tank
- John Jones Water Treatment Plant (WTP)

Pressure Zone

- Zone 1
- Zone 2

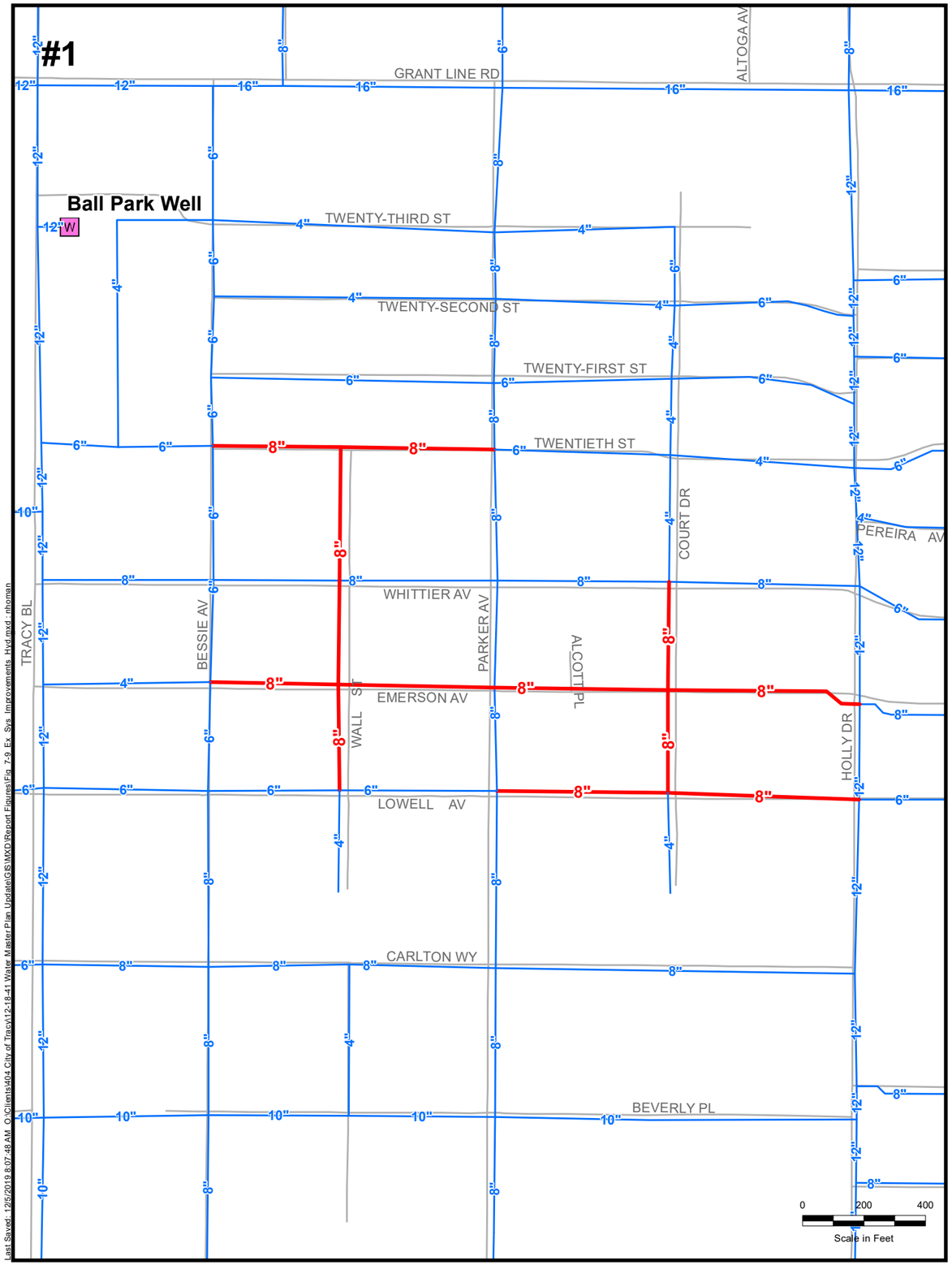
Notes:
1. See Figure 7-9 for detailed views of recommended improvements from hydraulic evaluation (areas #1 - #3).

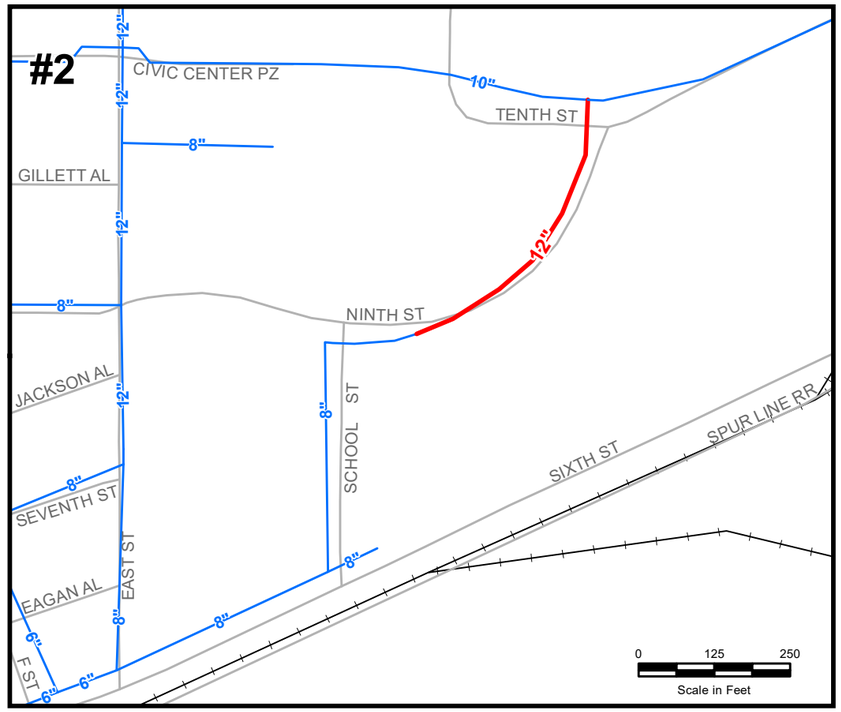
Figure 7-8

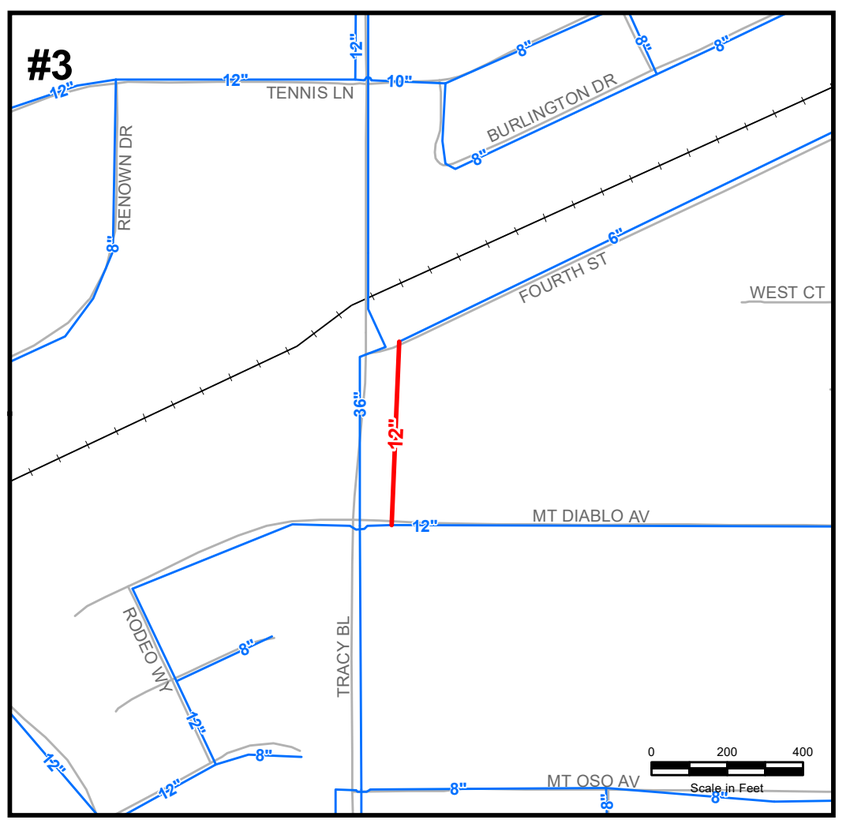
Existing System Recommended Improvements

City of Tracy
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Symbology

- W — Groundwater Well
- Recommended Improvement from Hydraulic Evaluation
- Existing Pipeline

Notes:
1. See Figure 7-8 for the locations of the recommended improvements.

Figure 7-9

Existing System Recommended Improvements from Hydraulic Evaluation

City of Tracy
Water System Master Plan Update

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CHAPTER 8
Future Potable Water System Evaluation

8.1 OVERVIEW

The purpose of this chapter is to present the development and evaluation of the City's proposed potable water backbone transmission and distribution system for the 2025 and buildout timeframes. This chapter identifies the additional improvements that will be required in addition to the existing potable water system infrastructure improvements (described in Chapter 7) to support the City's projected potable water demands in the future. Development of the future potable water system includes an evaluation of the following: (1) the required future water treatment, storage and pumping capacity; and (2) the future water system's ability to meet recommended water system performance and operational criteria under maximum day demand plus fire flow and peak hour demand scenarios. The future water system was evaluated at both the 2025 and buildout timeframes. The future water system was not evaluated at the 2040 timeframe discussed in Chapters 4 and 5 because new water system facilities should be sized to accommodate buildout demands. Future updates to the WSMP may evaluate the 2040 timeframe as a near-term condition.

Using the City's recommended performance and operational criteria described in Chapter 6, preliminary sizing of major transmission pipelines and facilities required to serve future development projects was developed based on the projected potable water demands presented in Chapter 4. To evaluate the suitability of these preliminary sized facilities to meet the recommended performance and operational criteria, they were subsequently incorporated into the hydraulic model of the existing potable water system (evaluated in Chapter 7). This updated hydraulic model of the future potable water system was then used to evaluate maximum day demand plus fire flow and peak hour demand conditions for the 2025 and buildout timeframes to identify any deficiencies and to refine the preliminary sizing of major transmission pipelines and facilities.

Evaluations, findings, and recommendations for supporting projected future potable water demands and addressing any deficiencies identified within the future potable water backbone transmission and distribution system are included in this chapter. Recommendations were used to develop a CIP, which includes an estimate of probable construction costs for Master Plan Program facilities. The recommended potable water system CIP is described further in Chapter 10.

The following sections of this chapter describe the components of the City's future potable water backbone transmission and distribution system evaluation:

- Pressure Zone Recommendations
- Projected Future Potable Water Demands
- Future Potable Water System Facility Evaluation
- Future Potable Water System Performance Evaluation
- Summary of Recommended Future Potable Water System Improvements

To assist in the evaluation of the City's overall future potable water system, the future infrastructure recommended in this chapter includes the infrastructure required to serve the Tracy Hills development and, for consistency, is based on the adopted water use, peaking factors, and system performance criteria described in previous chapters of this WSMP Update. Although the Tracy Hills development is located within separate and distinct pressures zones from the rest of the City, West Yost has included the Tracy Hills development in the future potable water system evaluation because it will be a part of the City's overall future potable water system operations since it will be served directly from the City's JJWTP. The Tracy Hills Phase 1 water system infrastructure included in this WSMP Update is based on prepared plans and drawings, and the infrastructure for Tracy Hills Phases 2 through 5 is based on the Tracy Hills Water Study prepared by RJA in December 2014. However, projected land use for Tracy Hills used in this WSMP Update is not from the Tracy Hills Water Study, but is instead based on development data provided by the City's Planning Department, as discussed in Chapter 3 and presented in Appendix A. Including the Tracy Hills development in the 2025 and buildout hydraulic model evaluations ensures that the future potable water system will be adequate to serve potable water demands to the entire City (including Tracy Hills) and can provide water service at acceptable system pressures and pipeline velocities. Because planning for future phases of Tracy Hills is subject to change, the sizing of any future water system improvements to serve Tracy Hills should be confirmed based on the latest development plans and associated water demand projections.

8.2 PRESSURE ZONE RECOMMENDATIONS

The City's existing potable water system currently consists of several interconnected pressure zones (Zone 1, Zone 2, Zone 3, and Ellis Reduced Zone). With the exception of the Tracy Hills development, all of the City's future development projects will be located in one of these existing pressure zones. In addition to the planned IPC re-zoning discussed in Chapter 7, there are two planned re-zoning projects which will alter the existing pressure zone boundaries in the 2025 and buildout time frames.

Zone 3 (formerly called City-Side Zone 3) is currently split into two isolated portions: one which serves the Ellis Reduced Zone, and one which serves the International Park of Commerce and the Patterson Pass Business Park. The City plans to connect these two isolated portions by constructing new transmission pipelines and by re-zoning some existing transmission pipeline from Zone 2 to Zone 3. A detailed description of the planned modifications to the City's water system required to fully integrate Zone 3 are provided in Appendix D. The City plans to install new PRVs at the intersection of Schulte Road and Bud Lyons Way and the intersection of Schulte Road and Pavillion Parkway to avoid stagnant water in the dead-end Zone 2 pipelines created by the re-zoning. Once Zone 3 is fully integrated, the Zone 3 BPS will primarily be used to fill the Cordes Tank. The Cordes BPS will serve the integrated Zone 3 and the Ellis Reduced Zone (via several PRVs) when the Cordes Tank is not being filled. For this WSMP Update, it was assumed that this re-zoning project will be complete by 2025.

Another re-zoning project, referred to as "Plan C", will re-zone a small area bounded by Middlefield Drive to the north, Whirlaway Lane to the east, Linne Road to the south, and Corral Hollow Road to the west from Zone 2 to Zone 3. As currently zoned, the Plan C area experiences low pressures because it is located at the top of Zone 2. To improve pressure in the Plan C area, a new Zone 3 transmission pipeline will be constructed. This transmission pipeline will exit the JJWTP from the

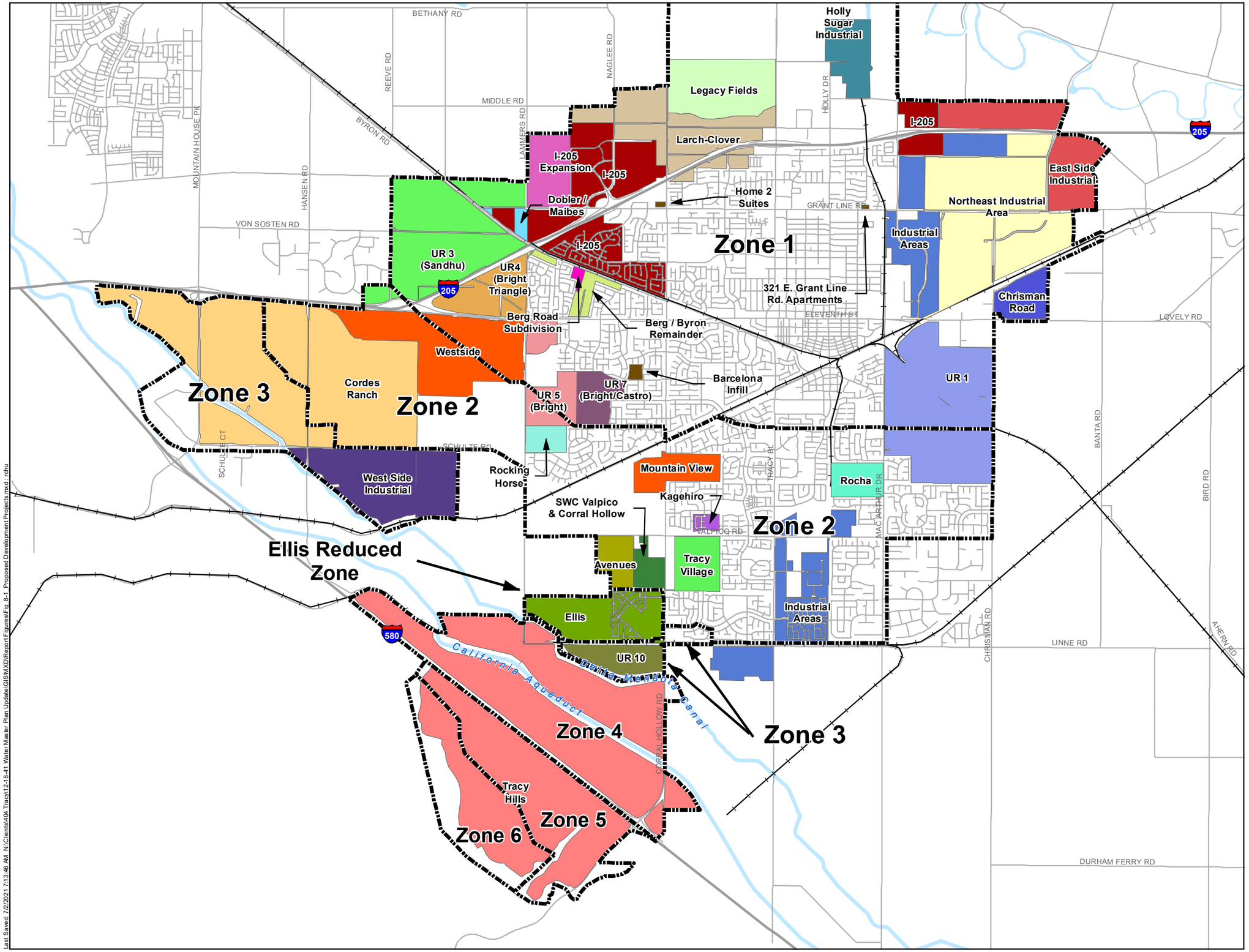
east and tie into the existing pipeline in Linne Road, which will also be re-zoned to Zone 3. This new Zone 3 pipeline will support the Plan C area and provide redundant transmission capacity for Zone 3. To prevent service pressures from exceeding 80 psi in the Plan C area after re-zoning, the City plans to install PRVs at the intersection of Middlefield Drive and Corral Hollow Road and at the Whirlaway pipeline connection to Linne Road. The City also plans to install four new PRVs to separate the Plan C area from the Zone 2 service areas to the north and east. These PRVs will prevent stagnant water from forming in the dead-end pipelines created by the re-zoning. It should be noted that alternative approaches to resolving the stagnant water issue may be possible and should be further evaluated before proceeding with this improvement. It was assumed that the Plan C re-zoning will not occur by 2025 and is therefore only included in the buildout evaluation. Funding for this improvement will be provided through Plan C funds.

In order to serve water demands in the Tracy Hills development, which is located at higher elevations than the City's existing customers, the City plans to add three additional pressure zones onto the existing service area, called Zones 4, 5, and 6. These pressure zones were previously referred to as Tracy Hills Zone 3, Tracy Hills Zone 4, and Tracy Hills Zone 5, respectively. Note that documents produced prior to this Water System Master Plan Update use the old nomenclature. As currently planned, these pressure zones will be exclusive to the proposed Tracy Hills development. Although the service elevations of Zone 3 and Zone 4 partially overlap, the two pressure zones will operate at different hydraulic grades and will be hydraulically separate.

The approximate boundaries of the existing and proposed pressure zones and the locations of future development projects are shown on Figure 8-1. Table 8-1 provides a summary of the existing and proposed pressure zone boundaries with key characteristics such as service elevations and static pressure ranges.

System pressures at some service elevations in the Tracy Hills development are expected to be high (up to 118 psi or more) due to the service elevation ranges proposed for Zones 5 and 6 as developed in the Tracy Hills Water Study (RJA, 2014). To be consistent with the study, the proposed service elevation ranges for Zones 5 and 6 were not adjusted for this Citywide WSMP Update. However, it is recommended that these proposed pressure zones for the Tracy Hills development be reviewed and redefined, if possible, to reduce the occurrence of such high system pressures.

As discussed in Chapter 6, the highest recommended system pressure for the Citywide WSMP Update is 100 psi and any water service connections located in areas with service connection pressures exceeding 80 psi will require the installation of individual PRVs to reduce the pressure below 80 psi.



Symbology

- Pressure Zone

Specific Plans

- I-205 Corridor
- Industrial Areas
- Northeast Industrial Area
- Avenues
- Cordes Ranch
- Ellis
- Tracy Hills
- Tracy Village
- Westside

Other Approved Projects

- Berg Road Subdivision
- Dobler / Maibes
- Kagehiro
- Rocking Horse
- Legacy Fields
- Small Approved Projects

Annexations

- Mountain View Annexation

Additional Planned Development Areas

- Berg / Byron Remainder
- Chrisman Road
- East Side Industrial
- Holly Sugar Industrial
- I-205 Expansion
- Larch-Clover
- Rocha
- SWC Valpico & Corral Hollow
- UR 1
- UR 3 (Sandhu)
- UR 4 (Bright Triangle)
- UR 5 (Bright)
- UR 7 (Bright/Castro)
- UR 10
- West Side Industrial

Notes:

1. Dobler / Maibes is part of the I-205 Specific Plan area, but is accounted for separately in this WSMP.
2. Pressure zone boundaries shown reflect planned re-zoning of areas to take place by buildout.
3. Small Approved Projects include Home 2 Suites, 321 E. Grant Line Road Apartments, and Barcelona Infill.

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Figure 8-1

Proposed Development Areas and Pressure Zone Boundaries

City of Tracy
Water System Master Plan Update

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Table 8-1. Existing and Proposed Pressure Zone Boundaries

Pressure Zone	Nominal Hydraulic Grade, ft	Nominal Range of Service Elevations, ft	Static Pressure Range, psi
Zone 1	195	0 - 75	40 - 75
Zone 2	270	75 - 150	40 - 85[(a)]
Zone 3 (formerly City-Side Zone 3)	368	150 - 245	55 - 95[(a)]
Ellis Reduced Zone	323	140 - 185	60 - 80
Zone 4 (formerly Tracy Hills Zone 3)	425	209 - 325	43 - 93[(a)]
Zone 5 (formerly Tracy Hills Zone 4)[(b)]	580	305 - 470	47 - 118[(a)]
Zone 6 (formerly Tracy Hills Zone 5)[(b)]	735	460 - 630	45 - 118[(a)]

(a) Per the California Plumbing Code, services which experience pressures exceeding 80 psi are required to be fitted with a pressure reducing valve.
(b) Based on Tracy Hills Water Study prepared by RJA, December 2014.

8.3 PROJECTED FUTURE POTABLE WATER DEMANDS

Future potable water demands were developed based on the additional projected future land use information provided by the City, and the adopted unit water demand factors as described in Chapter 4. Based on the existing and proposed pressure zone boundaries, the projected potable water demands were calculated and categorized by pressure zone. Table 8-2 summarizes the City's 2025 potable water demands (including existing demands) by pressure zone. Table 8-3 summarizes the City's buildout potable water demands (including existing and 2025 demands) by pressure zone. Table 8-4 provides additional detail of the projected average day water demands at buildout for each future development project by pressure zone (not including existing demands).

Table 8-2. 2025 Potable Water Demands by Pressure Zone

Pressure Zone		Average Day Demand[a]		Maximum Day Demand[b]		Peak Hour Demand[c]	
		gpm	mgd	gpm	mgd	gpm	mgd
Zone 1		7,590	10.9	12,903	18.6	22,011	31.7
Zone 2		4,251	6.1	7,227	10.4	12,329	17.8
Zone 3	PPBP[d]	392	0.6	667	1.0	1,138	1.6
	Ellis Reduced Zone	186	0.3	316	0.5	540	0.8
	Other	474	0.7	806	1.2	1,375	2.0
Zone 4		370	0.5	629	0.9	1,074	1.5
Total		**13,264**	**19.1**	**22,550**	**32.5**	**38,467**	**55.4**

(a) Equal to existing water demands plus projected 2025 water demands presented in Table 4-16.
(b) Maximum day demand is 1.7 times the average day demand.
(c) Peak hour demand is 2.9 times the average day demand.
(d) Water demands from PPBP are not included in the City's water production totals because the water supply for this area is purchased by PPBP from the Byron Bethany Irrigation District. However, the City is responsible for providing water treatment and delivery services to PPBP.

Table 8-3. Buildout Potable Water Demands by Pressure Zone

Pressure Zone		Average Day Demand[a]		Maximum Day Demand[b]		Peak Hour Demand[c]	
		gpm	mgd	gpm	mgd	gpm	mgd
Zone 1		11,249	16.2	19,123	27.5	32,622	47.0
Zone 2		5,816	8.4	9,887	14.2	16,866	24.3
Zone 3	PPBP[d]	392	0.6	667	1.0	1,138	1.6
	Ellis Reduced Zone	342	0.5	582	0.8	993	1.4
	Other	1,286	1.9	2,185	3.1	3,728	5.4
Zone 4		1,187	1.7	2,018	2.9	3,443	5.0
Zone 5		568	0.8	965	1.4	1,646	2.4
Zone 6[e]		309	0.4	526	0.8	897	1.3
Total		**21,149**	**30.5**	**35,954**	**51.8**	**61,333**	**88.3**

(a) Equal to existing water demands plus projected buildout water demands presented in Table 4-16.
(b) Maximum day demand is 1.7 times the average day demand.
(c) Peak hour demand is 2.9 times the average day demand.
(d) Water demands from PPBP are not included in the City's water production totals because the water supply for this area is purchased by PPBP from the Byron Bethany Irrigation District. However, the City is responsible for providing water treatment and delivery services to PPBP.
(e) Tracy Hills demands were allocated by pressure zone based on recent land use data provided by the City's planning division. The proportion of Tracy Hills demands allocated to Zone 6 in this WSMP is significantly greater than allocated to Zone 6 (formerly Tracy Hills Zone 5) in the Tracy Hills Water Study prepared by RJA (December 2014). Demands should be confirmed using the most recent land use data before development of Zones 5 and 6 begins.

Table 8-4. Summary of Buildout Average Day Potable Water Demands by Development Project[a,b]

Project or Development Area	Zone 1		Zone 2		Zone 3 and Ellis Reduced Zone		Zone 4		Zone 5		Zone 6		Total	
	gpm	percent of total	gpm	percent of total	gpm	percent of total	gpm	percent of total	gpm	percent of total	gpm	percent of total	gpm	percent of total
UR 5 (Bright)	181.79	4.14%		0.00%		0.00%		0.00%		0.00%		0.00%	181.79	1.81%
UR 7 (Bright/Castro)	136.40	3.10%		0.00%		0.00%		0.00%		0.00%		0.00%	136.40	1.36%
Rocking Horse		0.00%	63.37	3.08%		0.00%		0.00%		0.00%		0.00%	63.37	0.63%
Tracy Village		0.00%	183.40	8.91%		0.00%		0.00%		0.00%		0.00%	183.40	1.82%
UR 1	535.24	12.18%	219.02	10.64%		0.00%		0.00%		0.00%		0.00%	754.26	7.50%
Ellis		0.00%		0.00%	324.35	21.10%		0.00%		0.00%		0.00%	324.35	3.23%
Avenues		0.00%	134.59	6.54%		0.00%		0.00%		0.00%		0.00%	134.59	1.34%
UR 10		0.00%		0.00%	87.91	5.72%		0.00%		0.00%		0.00%	87.91	0.87%
Tracy Hills		0.00%		0.00%		0.00%	1,187.29	100.00%	567.61	100.00%	309.45	100.00%	2064.35	20.53%
Westside	389.47	8.87%	389.47	18.92%		0.00%		0.00%		0.00%		0.00%	778.94	7.75%
Cordes Ranch		0.00%	464.82	22.58%	627.36	40.82%		0.00%		0.00%		0.00%	1092.17	10.86%
UR 4 (Bright Triangle)	239.63	5.45%		0.00%		0.00%		0.00%		0.00%		0.00%	239.63	2.38%
UR 3 (Sandhu)	437.60	9.96%	69.79	3.39%		0.00%		0.00%		0.00%		0.00%	507.39	5.05%
I-205 Expansion	325.93	7.42%		0.00%		0.00%		0.00%		0.00%		0.00%	325.93	3.24%
West Side Industrial		0.00%		0.00%	492.57	32.05%		0.00%		0.00%		0.00%	492.57	4.90%
East Side Industrial	280.33	6.38%		0.00%		0.00%		0.00%		0.00%		0.00%	280.33	2.79%
Larch-Clover	402.17	9.15%		0.00%		0.00%		0.00%		0.00%		0.00%	402.17	4.00%
Chrisman Road	89.42	2.04%		0.00%		0.00%		0.00%		0.00%		0.00%	89.42	0.89%
Rocha		0.00%	144.91	7.04%		0.00%		0.00%		0.00%		0.00%	144.91	1.44%
Berg/Byron Remainder	116.54	2.65%		0.00%		0.00%		0.00%		0.00%		0.00%	116.54	1.16%
Berg Road Subdivision	16.84	0.38%		0.00%		0.00%		0.00%		0.00%		0.00%	16.84	0.17%
SWC Valpico & Corral Hollow		0.00%	79.07	3.84%		0.00%		0.00%		0.00%		0.00%	79.07	0.79%
Kagehiro		0.00%	55.70	2.71%		0.00%		0.00%		0.00%		0.00%	55.70	0.55%
Dobler/Maibes	24.13	0.55%		0.00%		0.00%		0.00%		0.00%		0.00%	24.13	0.24%
Holly Sugar Industrial	113.61	2.59%		0.00%		0.00%		0.00%		0.00%		0.00%	113.61	1.13%
Northeast Industrial Area	446.12	10.15%		0.00%		0.00%		0.00%		0.00%		0.00%	446.12	4.44%
Industrial Areas Specific Plan		0.00%	146.92	7.14%		0.00%		0.00%		0.00%		0.00%	146.92	1.46%
I-205 Corridor Specific Plan	46.93	1.07%		0.00%		0.00%		0.00%		0.00%		0.00%	46.93	0.47%
Mountain View		0.00%	54.38	2.64%		0.00%		0.00%		0.00%		0.00%	54.38	0.54%
Legacy Fields	32.44	0.74%		0.00%		0.00%		0.00%		0.00%		0.00%	32.44	0.32%
Small Approved Projects[c]	202.69	4.61%	0.00	0.00%		0.00%		0.00%		0.00%		0.00%	202.69	2.02%
Infill (misc.)	375.96	8.56%	53.02	2.58%	4.87	0.32%		0.00%		0.00%		0.00%	433.85	4.32%
Total	**4,393.25**	**100%**	**2,058.45**	**100%**	**1,537.05**	**100%**	**1,187.29**	**100%**	**567.61**	**100%**	**309.45**	**100%**	**10,053.10**	**100%**

(a) Water demands shown are for new development only and do not include existing potable water demands. See Appendix A for detailed demand calculations by project or development area.

(b) Water demands shown include UAFW.

(c) Includes Home 2 Suites, 321 E. Grant Line Road Apartments, and Barcelona Infill.
Also includes the following identified projects within the I-205 Corridor Specific Plan area: Sierra Hills, Grant Line Road Apartments, Aspire II, Harvest.

8.4 FUTURE POTABLE WATER SYSTEM FACILITY EVALUATION

To develop the future potable water system, analyses addressing the following system facilities were conducted:

- Water Treatment Capacity
- Water Storage Capacity
- Pumping Capacity
- Critical Supply Facilities

The results from the future potable water system facilities analyses are discussed below. Recommendations for supporting projected future potable water demands and addressing any deficiencies identified within the future potable water backbone transmission and distribution system are summarized in *Section 8.6 Summary of Recommended Future Potable Water System Improvements*.

8.4.1 Water Treatment Capacity

Sufficient water treatment capacity from the JJWTP, the South County Water Supply Project, and groundwater wells will be required to meet the City's 2025 and buildout maximum day demand conditions. In addition, the City's goal is to have sufficient surface water treatment capacity to meet the 2025 and buildout maximum month demands without relying on groundwater.

Table 8-5 shows that the City's current water treatment capacity is sufficient to meet 2025 maximum day potable water demands and that the City's current surface water treatment capacity is sufficient to meet 2025 maximum month potable water demands.

Table 8-5. Comparison of Available and Required Water Treatment Capacity in 2025, mgd

Demand Condition	JJWTP[a]	South County Water Supply Project[b]	Groundwater	Total Treated Water Capacity	2025 Demand	Treated Water Capacity Surplus or (Deficit)
Maximum Day	27	15.5	21.7[c]	64.2	32	32
Maximum Month[d]	27	15.5	0.0[e]	42.5	29	13

(a) Supplied from Zone 1 36-inch diameter transmission main, Zone 2 BPS, Zone 3 BPS, and Zone 4 BPS. Although the JJWTP is designed to supply 30 mgd, the actual maximum pumping capacity of the intake pumps is 27 mgd.
(b) Supplied from Linne Road and NEI Booster Pump Stations. It is anticipated that as Manteca and Lathrop develop, Tracy's share of the deliverable capacity from this source will be reduced to 15.5 mgd.
(c) Equivalent to firm groundwater pumping capacity, assuming that 20 percent of the City's wells would be out of service (i.e., approximately two wells: one in Zone 1, and one at the JJWTP).
(d) Estimated to be 90 percent of maximum day demands.
(e) The City's goal is to meet maximum month demands without relying on groundwater supply.

Table 8-6 shows that the City's current water treatment capacity is sufficient to meet buildout maximum day potable water demands. Although the City's current surface water treatment capacity is not sufficient to meet buildout maximum month potable water demands, the deficit could be made up using 4 mgd of groundwater.

Table 8-6. Comparison of Available and Required Water Treatment Capacity at Buildout, mgd

Demand Condition	JJWTP[a]	South County Water Supply Project[b]	Groundwater	Total Treated Water Capacity	Buildout Demand	Treated Water Capacity Surplus or (Deficit)
Maximum Day	27	15.5	32.5[c]	75.0	52	23
Maximum Month[d]	27	15.5	0.0[e]	42.5	47	(4)

(a) Supplied from Zone 1 36-inch diameter transmission main, Zone 2 BPS, Zone 3 BPS, and Zone 4 BPS. Although the JJWTP is designed to supply 30 mgd, the actual maximum pumping capacity of the intake pumps is 27 mgd.
(b) Supplied from Linne Road and NEI Booster Pump Stations. It is anticipated that as Manteca and Lathrop develop, Tracy's share of the deliverable capacity from this source will be reduced to 15.5 mgd.
(c) Equivalent to firm groundwater pumping capacity, assuming that 20 percent of the City's wells would be out of service (i.e., approximately three wells: two in Zone 1, and one at the JJWTP). Includes the capacity of recommended wells to be constructed by buildout.
(d) Estimated to be 90 percent of maximum day demands.
(e) The City's goal is to meet maximum month demands without relying on groundwater supply.

Based on discussion with City staff, plans for a future 15 mgd expansion at the JJWTP were already envisioned and integrated into the planning and associated environmental review process during the most recent 15 mgd expansion (from 15 to 30 mgd) completed in 2008. Based on the updated future demand projections, an expansion of the JJWTP would not be required if the City is able to pump groundwater at a sustainable rate to supplement surface water treatment capacity. However, as a part of the City's wastewater permit, the City needs to reduce the use of the groundwater as part of its Salinity Reduction Plan, as well as to comply with the Groundwater Sustainability Plan prepared for compliance with the Sustainable Groundwater Management Act. As such, a future additional 10 mgd expansion of the JJWTP is recommended to provide the City with additional water treatment capacity, as well as operational flexibility and reliability, if the use of groundwater supplies needs to be limited or if there is a supply outage from South County Water Supply Project. The expansion would also include a new administration/maintenance building to accommodate future staffing needs and maintenance activities.

Additional JJWTP treated water storage and pumping facilities are also recommended at buildout. Based on the additional demands in Zone 3 at buildout, it is recommended that a new clearwell be constructed at the JJWTP to provide operational flexibility for the water treatment plant and to provide additional operational and emergency storage capacity to serve future developments. For this Citywide WSMP Update, it was assumed that the new clearwell will have a minimum active (useable) storage capacity of 1.0 MG. Buildout demands will also require new booster pumps to be installed at the JJWTP. *Section 8.4.3 Pumping Capacity* provides additional discussion regarding the additional treated surface water booster pumping capacity required at the JJWTP to serve buildout maximum day demands.

8.4.2 Water Storage Capacity

The principal advantages that storage provides for the water system are the ability to equalize demands on supply sources, production facilities, and transmission mains; to provide emergency storage in case of supply failure; and to provide water to fight fires. The City's water service area has two sources of available storage: above ground storage (i.e., clearwells and storage tanks) and storage available through the groundwater basin. Together, these two sources of storage must be sufficient to meet the City's operational, emergency, and fire flow storage criteria. The volumes required for each of these three storage components are listed below:

- Operational Storage: 30 percent of a maximum day demand.
- Emergency Storage: 1.5 times an average day demand.
- Fire Flow Storage: The required fire flow rates multiplied by their associated fire flow duration periods, as required by the City's Fire Department. For larger pressure zones, two concurrent fire flow events were assumed for the storage capacity analysis.[1] However, the recommended fire flow storage does not include the volume associated with sprinkler flows.

Because the City's potable water supply includes supply from groundwater wells, the groundwater basin can account for a portion of the recommended emergency storage, in the form of a groundwater credit. However, the following must be true to use the groundwater supply to offset the need to provide surface storage reservoirs:

- Groundwater supply is of potable water quality and can be reliably accessed (i.e., wells are equipped with on-site emergency generators).
- Groundwater supply is not already relied upon to meet the City's average day demand requirements.
- Groundwater supply is of firm groundwater supply availability (i.e., assumes 20 percent of wells will be out of service at any given time).
- Sufficient water distribution facilities are available to distribute this water to demand areas.

[1] Two concurrent fire flow events were not simulated in Zones 4, 5 and 6 for the Tracy Hills development because these smaller pressure zones do not justify the use of two simultaneous fire flow events.

In addition, the City currently has two independent sources of treated surface water supply, and some quantity of the total treated surface water supply capacity can also account for a portion of the recommended emergency storage. The treated surface water credit assumes that the smaller of the treated surface water supply sources can be available to offset a portion of the emergency storage requirement. However, the following must be true to use treated surface water supply to offset the need to provide above-ground storage:

- Treated surface water supply can be reliably accessed (i.e., treated surface water supply facility is equipped with on-site emergency generator).
- Sufficient treated surface water booster pumping facilities are available to distribute this water to demand areas.

In summary, the Emergency Storage Credit is equal to the sum of the groundwater and treated surface water supply credits. However, the Emergency Storage Credit can only provide a maximum storage credit equal to the City's required emergency storage volume.

The existing potable water storage facilities (including the Tracy Hills At-Grade Tank, which is currently under construction), in conjunction with the available Emergency Storage Credit, were evaluated to determine whether the City's current potable water system has sufficient storage capacity within each pressure zone to provide the required operational, emergency, and fire flow storage for the 2025 and buildout timeframes.

Table 8-7 provides a comparison of the City's available potable water storage capacity and emergency storage credit with the required 2025 storage capacity. The comparison indicates that the City's existing facilities will be sufficient and that no additional storage facilities need to be constructed by 2025.

Table 8-8 provides a comparison of the City's available potable water storage capacity and emergency storage credit with the required buildout storage capacity. The comparison between the City's available and required storage capacities indicates that the City will have the following potable water storage capacity deficits within each pressure zone at buildout:

- Zones 1 and 2[2]: 0.2 MG
- Zone 3: 1.2 MG
- Zone 4: 0.6 MG
- Zone 5: 2.6 MG
- Zone 6: 1.1 MG

[2] Under existing conditions, Zones 1 and 2 are interconnected through six existing pressure regulating stations (PRS). Therefore, Zones 1 and 2 were evaluated together for the future potable water system facility evaluation.

Table 8-7. Comparison of Available and Required Water Storage Capacity in 2025

[A]	[B]	[C]	[D]	[E]	[F]	[G] = [C] + [F]	[H]	[I]	[J]	[K] = [H] + [I] + [J]	[L] = [G] - [K]
		Available Storage Capacity, MG					Required Storage Capacity, MG				
			Emergency Storage Credit								
Station	Status	Reservoir Capacity	Groundwater Credit[a]	Treated Surface Water Supply Credit[b]	Total Emergency Storage Credit[c]	Total Available Storage	Operational[d]	Emergency[e]	Fire Flow	Total Required Storage	Storage Surplus (Deficit), MG
Zone 1 and Zone 2											
NEI	Active	2.4	--	25.50	25.58	**39.08**	8.70	25.58	1.14[h]	**35.41**	**3.6**
Lincoln Well	Active	--	5.40								
Lewis Manor Well	Inactive	--	--								
Park and Ride Well	Active	--	4.32								
Ball Park Well	Active	--	5.40								
Well 8[f]	Active	--	--								
Linne	Active	7.1	--								
Well 1[g]	Active	--	--								
Well 2[f,g]	Active	--	--								
Well 3[f,g]	Active	--	--								
Well 4[f,g]	Active	--	--								
Clearwell #2	Active	4.0	--								
Zone 3 and Ellis Reduced Zone											
Cordes	Active	2.0	--	0.00	2.27[i]	**4.27**	0.77	2.27	1.14[h]	**4.19**	**0.1**
Zone 4											
Tracy Hills At-Grade	Under Construction	3.8	--	0.00	0.00	**3.75**	0.27	0.80	0.18[j]	**1.25**	**2.5**

(a) Credit based on 1.5 days of pumping capacity from active groundwater wells with on-site backup power because the required emergency storage capacity is equal to 1.5 times the average day demand. See Table 7-2 for individual well capacity.

(b) Credit based on 1.5 days of available treatment capacity (17 mgd) from the SCWSP because the required emergency storage capacity is equal to 1.5 times the average day demand.

(c) Equal to the sum of the groundwater and treated surface water supply credits; however, the maximum credit is equal to the required emergency storage capacity.

(d) Based on 30 percent of a maximum day demand (see Table 8-2).

(e) Based on 1.5 times the average day demand (see Table 8-2).

(f) Well does not contribute to Groundwater Credit because it does not have on-site backup power.

(g) Well does not contribute to Groundwater Credit because water produced by the well must be blended with chlorinated water from the JJWTP prior to distribution. The JJWTP is assumed to be offline in an emergency.

(h) Based on storage required for two concurrent fire flow events; a Single Family Residential fire flow and an Industrial fire flow (see Table 6-1).

(i) Surplus Treated Surface Water Supply Credit from other pressure zones can be used to provide emergency storage for Zone 3.

(j) Based on storage required for a Single Family Residential fire flow (see Table 6-1).

Table 8-8. Comparison of Available and Required Water Storage Capacity at Buildout

[A]	[B]	[C]	[D]	[E]	[F]	[G] = [C] + [F]	[H]	[I]	[J]	[K] = [H] + [I] + [J]	[L] = [G] - [K]
		Available Storage Capacity, MG					Required Storage Capacity, MG				
			Emergency Storage Credit								
Station	Status	Reservoir Capacity	Groundwater Credit[a]	Treated Surface Water Supply Credit[b]	Total Emergency Storage Credit[c]	Total Available Storage	Operational[d]	Emergency[e]	Fire Flow	Total Required Storage	Storage Surplus (Deficit), MG
Zone 1 and Zone 2											
NEI	Active	2.4	--	25.50	36.86	**50.36**	12.53	36.86	1.14[h]	**50.53**	**(0.2)**
Lincoln Well	Active	--	5.40								
Lewis Manor Well	Inactive	--	--								
Park and Ride Well	Active	--	4.32								
Ball Park Well	Active	--	5.40								
Well 8[f]	Active	--	--								
Linne	Active	7.1	--								
Well 1[g]	Active	--	--								
Well 2[f,g]	Active	--	--								
Well 3[f,g]	Active	--	--								
Well 4[f,g]	Active	--	--								
Clearwell #2	Active	4.0	--								
Zone 3 and Ellis Reduced Zone											
Cordes	Active	2.0	--	0.00	3.27[i]	**5.76**	1.48	4.36	1.14[h]	**6.99**	**(1.2)**
Zone 4											
Tracy Hills At-Grade	Under Construction	3.8	--	0.00	0.00	**3.75**	0.87	2.56	0.96[j]	**4.40**	**(0.6)**
Zone 5											
--	--	--	--	0.00	0.00	**0.00**	0.42	1.23	0.96[j]	**2.60**	**(2.6)**
Zone 6											
--	--	--	--	0.00	0.00	**0.00**	0.23	0.67	0.18[k]	**1.08**	**(1.1)**

(a) Credit based on 1.5 days of pumping capacity from active groundwater wells with on-site backup power because the required emergency storage capacity is equal to 1.5 times the average day demand. See Table 7-2 for individual well capacity.

(b) Credit based on 1.5 days of available treatment capacity (17 mgd) from the SCWSP because the required emergency storage capacity is equal to 1.5 times the average day demand.

(c) Equal to the sum of the groundwater and treated surface water supply credits; however, the maximum credit is equal to the required emergency storage capacity.

(d) Based on 30 percent of a maximum day demand (see Table 8-3).

(e) Based on 1.5 times the average day demand (see Table 8-3).

(f) Well does not contribute to Groundwater Credit because it does not have on-site backup power.

(g) Well does not contribute to Groundwater Credit because water produced by the well must be blended with chlorinated water from the JJWTP prior to distribution. The JJWTP is assumed to be offline in an emergency.

(h) Based on storage required for two concurrent fire flow events; a Single Family Residential fire flow and an Industrial fire flow (see Table 6-1).

(i) Surplus Treated Surface Water Supply Credit from other pressure zones can be used to provide emergency storage for Zone 3.

(j) Based on storage required for an Industrial or Institutional fire flow (see Table 6-1).

(k) Based on storage required for a Single Family Residential fire flow (see Table 6-1).

It should be noted that in the period before the future Clearwell #3 is completed, the full storage capacity in Clearwell #2 is not available. During normal operations, the water level in Clearwell #2 is maintained near the maximum water level, at water surface elevation (WSEL) 197.5 feet, approximately 11.5 feet above the floor. This maximum WSEL provides approximately 4 MG of storage in Clearwell #2. Under emergency conditions, the City is able to significantly draw down the WSEL in Clearwell #2 with the Zone 2 pumps. However, because the Zone 4 and Zone 5 pump station suction pipe cannot draw water from Clearwell #2 at a WSEL less than approximately five feet above the floor, the available storage in Clearwell #2 is currently limited to 2.25 MG. Until the Tracy Hills tanks are in service, sufficient operational, emergency, and fire flow storage must be maintained in Clearwell #2 to serve Tracy Hills and prevent dewatering of the Zone 4 and Zone 5 pumps.

Once in service, the Tracy Hills Zone 4 tank will provide sufficient operational, emergency, and fire storage for Zone 4. Similarly, the planned Zone 5 tank will provide sufficient operational, emergency, and fire storage for Zones 5 and 6 once constructed. With these tanks in service, the full volume of Clearwell #2 may be used in an emergency. Although this will dewater the Zone 4 and Zone 5 pumps, the Tracy Hills tanks will provide emergency supply to Zones 4 and 5 until service from the JJWTP can be restored. The water level in Clearwell #2 should still be maintained at greater than five feet above the floor for normal operations.

An additional clearwell (Clearwell #3) is proposed at the JJWTP and will be hydraulically connected to Clearwell #2 and the Zone 4 and Zone 5 pump stations. Once Clearwell #3 is constructed, the suction piping for the Tracy Hills pump stations will be connected to the pump wet well in Clearwell #3 at a low enough elevation to allow the Tracy Hills pump stations to continue in operation as long as volume remains in Clearwell #3, allowing the City to use the full volume of operational, emergency, and fire flow storage in both Clearwell #2 and Clearwell #3 without dewatering the Zone 4 and Zone 5 pumps.

Based on the storage capacity deficits identified in Table 8-8, Table 8-9 summarizes the recommended facility improvements to provide additional buildout storage capacity. The proposed specific facility improvements are based on those presented in the 2012 WSMP and in the Tracy Hills Water Study (RJA, December 2014), but were modified to reflect the reduced buildout storage capacity requirements.

Table 8-9. Comparison of Available, Proposed, and Required Water Storage Capacity at Buildout

[A]	[B]	[C]	[D]	[E]	[F]	[G] = [C] + [F]	[H]	[I]	[J]	[K] = [H] + [I] + [J]	[L] = [G] - [K]
		Available Storage Capacity, MG					Required Storage Capacity, MG				
			Emergency Storage Credit								
Station	Status	Reservoir Capacity	Groundwater Credit[a]	Treated Surface Water Supply Credit[b]	Total Emergency Storage Credit[c]	Total Available Storage	Operational[d]	Emergency[e]	Fire Flow	Total Required Storage	Storage Surplus (Deficit), MG
Zone 1 and Zone 2											
NEI	Active	2.4	--	25.50	36.86	**51.36**	12.53	36.86	1.14[i]	**50.53**	**0.8**
Lincoln Well	Active	--	5.40								
Lewis Manor Well	Inactive	--	--								
Park and Ride Well	Active	--	4.32								
Ball Park Well	Active	--	5.40								
Well 8[f]	Active	--	--								
Linne	Active	7.1	--								
Well 1[g]	Active	--	--								
Well 2[f,g]	Active	--	--								
Well 3[f,g]	Active	--	--								
Well 4[f,g]	Active	--	--								
Clearwell #2	Active	4.0	--								
Westside Tank	Proposed[h]	1.0	--								
Westside ASR Well	Proposed	--	5.40								
Wainwright ASR Well	Proposed	--	5.40								
Larsen Park ASR Well	Proposed	--	5.40								
Zone 3 and Ellis Reduced Zone											
Cordes	Active	2.0	--	0.00	4.86[j]	**7.36**	1.48	4.36	1.14[i]	**6.99**	**0.4**
JJWTP Clearwell #3	Proposed[h]	1.0	--								
Ellis ASR Well	Proposed	--	2.16								
Zone 4											
Tracy Hills At-Grade	Under Construction	3.8	--	0.00	0.00	**3.75**	0.87	2.56	0.96[k]	**4.40**	**(0.6)**
Zone 5											
Gravity Tank[l]	Proposed[h]	3.2	--	0.00	0.00	**3.2**	0.42	1.23	0.96[k]	**2.60**	**0.6**
Zone 6											
Gravity Tank[m]	Proposed[h]	1.1	--	0.00	0.00	**1.10**	0.23	0.67	0.18[n]	**1.08**	**0.0**

(a) Credit based on 1.5 days of pumping capacity from active groundwater wells with on-site backup power because the required emergency storage capacity is equal to 1.5 times the average day demand. See Table 7-2 for the individual capacity of existing wells. Proposed ASR wells in Zone 1 and Zone 2 were assumed to have a capacity of 2,500 gpm. The proposed Ellis ASR Well was assumed to have a capacity of 1,000 gpm.

(b) Credit based on 1.5 days of available treatment capacity (17 mgd) from the SCWSP because the required emergency storage capacity is equal to 1.5 times the average day demand.

(c) Equal to the sum of the groundwater and treated surface water supply credits; however, the maximum credit is equal to the required emergency storage capacity.

(d) Based on 30 percent of a maximum day demand (see Table 8-3).

(e) Based on 1.5 times the average day demand (see Table 8-3).

(f) Well does not contribute to Groundwater Credit because it does not have on-site backup power.

(g) Well does not contribute to Groundwater Credit because water produced by the well must be blended with chlorinated water from the JJWTP prior to distribution. The JJWTP is assumed to be offline in an emergency.

(h) Proposed reservoir capacity is the recommended active and useable reservoir storage capacity and does not include dead and freeboard storage, which will be determined during design.

(i) Based on storage required for two concurrent fire flow events; a Single Family Residential fire flow and an Industrial fire flow (see Table 6-1).

(j) Surplus Treated Surface Water Supply Credit from other pressure zones can be used to provide emergency storage for Zone 3.

(k) Based on storage required for an Industrial or Institutional fire flow (see Table 6-1).

(l) The Tracy Hills Water Study prepared by RJA (December 2014) recommended two Zone 5 (formerly Tracy Hills Zone 4) tanks with a combined capacity of 8.8 MG. Recommended Zone 5 capacity is significantly smaller than previously evaluated due to decrease in demand factors and emergency storage requirement. Sizing of the proposed tanks should be confirmed before development of Zone 5 begins.

(m) Based on previous recommendations from the Tracy Hills Water Study prepared by RJA (December 2014). Sizing of the proposed tank should be confirmed before development of Zone 6 begins.

(n) Based on storage required for a Single Family fire flow (see Table 6-1).

A portion of the buildout storage capacity requirement is met by additional Emergency Storage Credit provided by the new ASR wells recommended in Chapter 5. It was assumed that three of the ASR wells will be located in Zones 1 and 2, while the fourth ASR well will be located in Zone 3. The ASR well in Zone 3 was assumed to have a lower production capacity due to the less ideal aquifer conditions underlying Zone 3. All new wells should be equipped with ammonia addition.

It is recommended that the City construct a 1.0 MG pumped storage tank near the Westside Specific Plan development in Zone 1. In addition to providing additional storage capacity needed to meet the operational storage requirement for Zones 1 and 2, the Westside Tank would provide localized storage for the northwest sector of the City. Localized storage provides supply reliability in the chance that storage from the JJWTP or any other storage facility is unavailable for any reason.

It is recommended that the City construct a Clearwell (Clearwell #3) with a minimum volume of 1.0 MG at the JJWTP to provide additional storage capacity for Zone 3. In addition to providing storage, Clearwell #3 would provide operational flexibility for the JJWTP. Because of the additional operational flexibility that Clearwell #3 would provide, it is recommended that Clearwell #3 be constructed as soon as possible. As noted above, no additional storage facilities are required by 2025, but it is recommended that Clearwell #3 be constructed by no later than 2030.

It is also recommended that the City construct a 3.2 MG gravity storage tank in Zone 5 and a 1.1 MG gravity storage tank in Zone 6. The remaining 0.6 MG storage capacity deficit in Zone 4 is to be provided by Zone 5 via a PRV. It should be noted that the 3.2 MG capacity of the Zone 5 Tank recommended in this WSMP Update is significantly smaller than the 8.8 MG recommended in the Tracy Hills Water Study (RJA, December 2014) for several reasons: (1) since the Tracy Hills Water Study was conducted, the proposed land use plan for Tracy Hills has changed; (2) the water demand factors used to project demands for Tracy Hills in this WSMP Update are lower than those used in the Tracy Hills Water Study; and (3) the emergency storage capacity requirement used in this WSMP Update is lower than that used in the Tracy Hills Water Study. As proposed land use plans may continue to be refined, the size of the Zone 5 and Zone 6 tanks should be confirmed before development of Zones 5 and 6 begins.

8.4.3 Pumping Capacity

The existing and proposed pumping capacity in the City's potable water system was evaluated to assess its ability to deliver a reliable firm capacity to serve the water service area for the 2025 and buildout timeframes. Firm capacity assumes a reduction in total pumping capacity to account for pumps that are out of service at any given time due to mechanical breakdowns, maintenance, water quality, or other operational issues. At each booster pump station, firm booster pumping capacity was defined as the total booster pump station capacity with the largest pump out of service. For groundwater well pumps, the firm groundwater pumping capacity assumed that 20 percent of the wells could be out of service at any given time.

The pumping capacity criterion for the City, described previously in Chapter 6, requires the City's potable water system to have sufficient firm pumping capacity to meet the greater of either a maximum day demand with two simultaneous fire flow events[3] or a peak hour demand. In addition, sufficient firm treated water pumping capacity should be available to meet a maximum day demand condition.

Table 8-10 provides a comparison between the City's available firm pumping capacity and the required 2025 pumping capacity under different water demand conditions. The City's existing pumping facilities are sufficient to meet the 2025 pumping capacity requirements.

Table 8-11 provides a comparison between the City's available and proposed buildout firm pumping capacity for the different water demand scenarios. The proposed pumping facility improvements are based on:

- The necessity to deliver water from proposed storage facilities to the system.
- The necessity to provide treated water pumping capacity to meet buildout maximum day demands (e.g., JJWTP Clearwell #3 pumps).
- The necessity for localized pumping capacity to support system pressure during periods of high demand (fire flow and peak hour).

The pumping capacity analysis indicates that the City's existing and proposed firm booster and groundwater pumping capacity will be sufficient to meet the pumping capacity criterion for the buildout water service area during the governing demand scenario within each pressure zone. It should be noted that Zones 5 and 6 will provide water supply by gravity, rather than by pumping, to meet potable water demands during maximum day plus fire flow and peak hour demand conditions.

It is recommended that the City construct Zone 1 and Zone 2 booster pumps at the proposed Westside Tank. Although the proposed capacity of these booster pumps is more than required to meet the Zone 1 and 2 pumping capacity requirements, the capacity of these pumps is needed to maintain sufficient system pressure during periods of high demand (fire flow and peak hour) in the northwest quadrant of the City.

It is also recommended that the City install additional Zone 3 booster pumps on the proposed Clearwell #3. It is recommended that these pumps have a capacity of at least 1,500 gpm to provide operational flexibility for the Zone 3 BPS.

A new Zone 5 BPS (located at the JJWTP) and a Zone 6 BPS must also be constructed to supply water to Zones 5 and 6, respectively. The Zone 5 BPS was sized based on the Tracy Hills Water Study (RJA, December 2014). The Zone 6 BPS recommended in this WSMP Update is larger than previously recommended in the Tracy Hills Water Study because the proposed land use plan for Tracy Hills has changed since the study was conducted. Sizing of the Zone 6 BPS should be confirmed before development of Zone 6 begins.

[3] Two concurrent fire flow events were not simulated in Zones 4, 5 and 6 for the Tracy Hills development because these smaller pressure zones do not justify the use of two simultaneous fire flow events.

Table 8-10. Comparison of Available and Required Firm Pumping Capacity in 2025

Pump Station	Backup Power	Status	Firm Capacity[a], gpm	Total Firm Pumping Capacity from Supply Sources, gpm[b]	2025 Maximum Day Demand, gpm	Pumping Capacity from Supply Sources Surplus (Deficit), gpm[b]	Total Firm Pumping Capacity, gpm	2025 Maximum Day Demand with Fire Flow Event(s), gpm	2025 Peak Hour Demand, gpm	Pumping Capacity Surplus (Deficit), gpm[c]
Zones 1 and 2										
NEI	✓	Active	4,200	44,106	20,131	23,975	51,095	26,839[e]	34,340	16,755
Zone 1	✓	Active	12,000							
Lincoln Well	✓	Active	2,500							
Lewis Manor Well	✓	Inactive	--							
Park and Ride Well	✓	Active	2,000							
Ball Park Well	✓	Active	2,500							
Well 8		Active	--							
Linne	✓	Active	14,595							
Zone 2	✓	Active	13,300							
Well 1[d]	✓	Active	--							
Well 2[d]		Active	--							
Well 3[d]		Active	--							
Well 4[d]		Active	--							
Zone 3 and Ellis Reduced Zone										
Cordes	✓	Active	6,150	2,970	1,790	1,180	9,120	7,676[e]	3,053	1,330
Patterson Pass[f]	✓	Inactive	--							
Zone 3	✓	Active	2,970							
Zone 4										
Zone 4	✓	Active	2,450	2,450	629	1,821	8,350	2,095[g]	1,074	6,221
Tracy Hills At-Grade	✓	Under Construction	5,900							

(a) Firm booster pumping capacity was defined as the total booster pump station capacity with the largest pump out of service and firm groundwater pumping capacity assumed that 20 percent of the City's wells would be out of service (i.e., approximately two wells: one in Zone 1, and one at the JJWTP).

(b) Maximum day water demands should be met through firm treated water pumping capacity. The firm pumping capacity available from NEI and Linne is limited to 17 mgd based on the available water supply from the SCWSP.

(c) Pumping capacity surplus (deficit) is the total firm pumping capacity minus the greater of the maximum day demand with required fire flow event(s) or peak hour demand.

(d) Wells 1-4 located at JJWTP pump directly into the Chlorine Contact Basin or Clearwell #2; therefore, these wells do not provide additional pumping capacity to the system.

(e) Equal to maximum day demand plus a 1,500 gpm Single Family Residential fire flow and a simultaneous 4,500 gpm Industrial fire flow.

(f) Patterson Pass BPS is inactive since the Cordes BPS is now operating; therefore, it does not provide additional pumping capacity to the system.

(g) Equal to maximum day demand plus a 1,500 gpm Single Family Residential fire flow.

Table 8-11. Comparison of Available, Proposed, and Required Firm Pumping Capacity at Buildout

Pump Station		Backup Power	Status	Firm Capacity[a], gpm	Total Firm Pumping Capacity from Supply Sources, gpm[b]	Buildout Maximum Day Demand, gpm	Pumping Capacity from Supply Sources Surplus (Deficit), gpm[b]	Total Firm Pumping Capacity, gpm	Buildout Maximum Day Demand with Fire Flow Event(s), gpm	Buildout Peak Hour Demand, gpm	Pumping Capacity Surplus (Deficit), gpm[c]
Zones 1 and 2											
NEI		✓	Active	4,200	44,106	29,010	15,096	57,995	35,754[e]	49,487	8,508
Zone 1		✓	Active	12,000							
Lincoln Well		✓	Active	2,500							
Lewis Manor Well		✓	Inactive	--							
Park and Ride Well		✓	Active	2,000							
Ball Park Well		✓	Active	2,500							
Well 8			Active	--							
Linne		✓	Active	14,595							
Zone 2		✓	Active	13,300							
Well 1[d]		✓	Active	--							
Well 2[d]			Active	--							
Well 3[d]			Active	--							
Well 4[d]			Active	--							
Westside Ranch Tank Zone 1		✓	Proposed	4,500							
Westside Ranch Tank Zone 2		✓	Proposed	2,400							
Westside Ranch ASR Well		✓	Proposed	--							
Wainwright ASR Well		✓	Proposed	--							
Larsen Park ASR Well		✓	Proposed	--							
Zone 3 and Ellis Reduced Zone											
Cordes		✓	Active	6,150	4,470	3,435	1,035	10,620	9,590[e]	5,859	1,185
Patterson Pass[f]		✓	Inactive	--							
Zone 3[g]	Clearwell #2 Pumps	✓	Active	2,970							
	Clearwell #3 Pumps	✓	Proposed	1,500							
Ellis ASR Well		✓	Proposed	--							
Zone 4											
Zone 4[h]		✓	Active	3,675	3,675	2,018	1,657	11,875	6,432[i]	3,443	5,357
Tracy Hills At-Grade[h]		✓	Under Construction	8,200							
Zone 5											
Zone 5[j]		✓	Proposed	2,410	2,410	1,491[k]	919	NA			
Zone 6											
Zone 6[l]		✓	Proposed	550	550	526	24	NA			

(a) Firm booster pumping capacity was defined as the total booster pump station capacity with the largest pump out of service and firm groundwater pumping capacity assumed that 20 percent of the City's wells would be out of service (i.e., approximately two wells: one in Zone 1, and one at the JJWTP). It was assumed that the proposed ASR wells do not contribute to pumping capacity in a normal hydrologic year.

(b) Maximum day water demands should be met through firm treated water pumping capacity. The firm pumping capacity available from NEI and Linne is limited to 17 mgd based on the available water supply from the SCWSP.

(c) Pumping capacity surplus (deficit) is the total firm pumping capacity minus the greater of the maximum day demand with required fire flow event(s) or peak hour demand.

(d) Wells 1-4 located at JJWTP pump directly into the Chlorine Contact Basin or Clearwell #2; therefore, these wells do not provide additional pumping capacity to the system.

(e) Equal to maximum day demand plus a 1,500 gpm Single Family Residential fire flow and a simultaneous 4,500 gpm Industrial fire flow.

(f) Patterson Pass BPS is inactive since the Cordes BPS is now operating; therefore, it does not provide additional pumping capacity to the system.

(g) Zone 3 pumps on Clearwell #2 and Clearwell #3 are considered a single booster pump station for purposes of determining firm capacity.

(h) Buildout firm capacity includes the capacity of an additional pump to be installed after 2025.

(i) Equal to maximum day demand plus a 4,500 gpm Industrial fire flow.

(j) Based on previous recommendations from the Tracy Hills Water Study prepared by RJA (December 2014). Water demands from Zone 5 (formerly Tracy Hills Zone 4) and Zone 6 (formerly Tracy Hills Zone 5) will be served from a single Zone 5 BPS located at the JJWTP. Water supplied by the Zone 5 BPS will be subsequently boosted by the Zone 6 BPS to serve Zone 6 water demands.

(k) Equal to maximum day demands for Zone 5 and Zone 6.

(l) Recommended firm pump station capacity is larger than previously recommended in Tracy Hills Water Study prepared by RJA (December 2014). Required firm capacity should be confirmed before Zone 6 begins development.

8.4.4 Critical Supply Facilities

All critical pumping facilities should be equipped with an on-site, emergency backup power generator to provide pumping capacity during a power outage. Critical pumping facilities are defined as those facilities that provide service to pressure zone(s) and/or service area(s) which do not have sufficient emergency storage, and that meet the following criteria:

- The largest pumping facility that provides water to a particular pressure zone and/or service area,
- A facility that provides the sole source of water to single or multiple pressure zones and/or service areas,
- A pumping facility that provides water from a supply turnout, or
- A pumping facility that provides water from key groundwater supply wells (depends on capacity, quality, and location).

As shown previously in Table 8-11, most of the City's existing pumping facilities have on-site emergency backup power installed, except for Wells 2 through 4 and Well 8[4]. As shown in Table 8-11, proposed future pumping facilities for the buildout potable water system are assumed to have an on-site backup power generator installed to improve supply reliability.

8.4.5 SCADA System Improvements

As stated in Chapter 7, the City does not have SCADA installed on PRS #1-#6. As the City's water system continues to grow and serve larger water demands, the ability to operate the system efficiently and properly regulate flow between zones will be essential. PRS #1-#6 can provide a significant amount of water supply from Zone 2 to Zone 1 and should be monitored to provide operators with complete real-time system operations data. The addition of SCADA system monitoring at PRS #1-#6 would provide operators with the ability to operate the City's water system more efficiently between the use of the Zone 1 BPS and the pressure regulating stations to maintain pressures in Zone 1. The addition of SCADA system monitoring to PRS #1-#6 would also provide the ability to create diurnal curves that are specific to each zone, which will help provide a better understanding of water demand patterns within each zone. Therefore, it is recommended that SCADA system monitoring of flow and pressure be installed at PRS #1-#6 to provide operators with additional understanding and flexibility in system operations.

Similarly, SCADA improvements at Well 8 to allow remote operation is also a recommended improvement to provide additional operational flexibility as the system continues to grow.

All new booster pump stations, storage tanks, groundwater wells, and PRVs should be equipped with SCADA for remote monitoring and operation.

[4] Well 8 currently has a plug-in adapter installed to allow interconnection to a portable generator. On-site backup power is not recommended due to site constraints.

8.4.6 Update of Future System Facilities in the Hydraulic Model

Facilities recommended based on the future potable water system facility evaluation were incorporated into the existing hydraulic model (including existing system improvements described in Chapter 7) to evaluate the performance of the proposed future potable water system. Major transmission pipelines were also added to distribute water to new demand areas. In addition, some smaller distribution pipelines were added to provide additional detail and system looping. The preliminary locations and sizes of some of the future facilities and pipelines were based on the following previously prepared reports/technical memoranda and/or data provided by the developers:

- Draft Peer Review and Hydraulic Evaluation for Tracy Hills Phase 1B and 1C (May 22, 2019), prepared by West Yost Associates.
- Tracy Hills Water Study Technical Memorandum (December 5, 2014), prepared by Ruggeri-Jensen-Azar.
- Water System Evaluation for the City of Tracy's Initial Pressure Zone 3 Area (June 3, 2013), prepared by West Yost Associates.
- Ellis Specific Plan Water System Analysis - Phase 1 (August 13, 2015), prepared by West Yost Associates.
- Hydraulic Evaluation of Ellis Specific Plan Phase 2 – The Gardens (December 9, 2016), prepared by West Yost Associates.
- Draft Hydraulic Evaluation of Ellis Specific Plan Phase 3 – Town and Country (July 11, 2019), prepared by West Yost Associates.
- Design Recommendations for Lammers Road Pipeline (September 25, 2019), prepared by West Yost Associates.
- Hydraulic Evaluation of International Park of Commerce (IPC) Building 25 (July 28, 2017), prepared by West Yost Associates.
- Hydraulic Evaluation of International Park of Commerce (IPC) Buildings 9, 10, and 14 (May 3, 2018), prepared by West Yost Associates.
- Hydraulic Evaluation of Valpico and MacDonald Apartments (July 16, 2012), prepared by West Yost Associates.
- Hydraulic Evaluation of Tracy Village Specific Plan (February 16, 2018), prepared by West Yost Associates.
- Hydraulic Evaluation of Avenues Specific Plan (April 30, 2018), prepared by West Yost Associates.
- Hydraulic Evaluation of South Lammers Road Development (May 20, 2015), prepared by West Yost Associates.
- Berg Road Properties Development Water Distribution System Analysis (January 14, 2016), prepared by BlackWater Consulting Engineers, Inc.

- Improvement Plans for Kagehiro Phase 1 and Kagehiro Phase 2 (received on September 3, 2019) prepared by VVH Consulting Engineers.
- Water Exhibit of International Park of Commerce for Prologis (received June 2018) provided by Kier and Wright.

The proposed locations and sizing of facilities and pipelines described in the documents listed above were incorporated into the future potable water system hydraulic model. Locations of other future facilities and pipelines were based on the 2012 WSMP and recommendations from City staff. The 2012 WSMP facilities were modified as needed to account for existing potable water system facilities constructed since the 2012 WSMP, updated planning data, and the updated projected future water demands.

It should be noted that the elevations of new junctions that have been added into the hydraulic model were assigned based on their spatial location and the closest corresponding elevation contour.[5] These elevations may not accurately represent the actual elevation of water services since grading will typically occur during the construction of a new development project. However, these preliminary junction elevations are the best estimates of the proposed service elevations at this time. As future development projects are constructed, service elevations for each future development should be confirmed to correspond to the service elevation ranges developed for each pressure zone, as identified in Table 8-1, to meet the minimum and maximum system pressure criteria.

In addition to proposed future facilities, some existing facilities which were not included in the existing system hydraulic model (refer to *Section 7.3.2* for more information) were added to the future water system model. These facilities include:

- Zone 4 infrastructure, including the Zone 4 BPS, Zone 4 PRS, and major transmission and distribution pipelines
- Northington Drive PRV
- Some pipelines in the IPC development
- Some pipelines in the Ellis Specific Plan development

The Tracy Hills At-Grade Tank and BPS, which has been designed and is currently under construction, was also included in the future water system hydraulic model.

[5] Digital topology information was extracted as a GIS shapefile using the software program TopoDepot®. TopoDepot® provides elevation contours generated from the USGS National Elevation Database Digital Elevation Model.

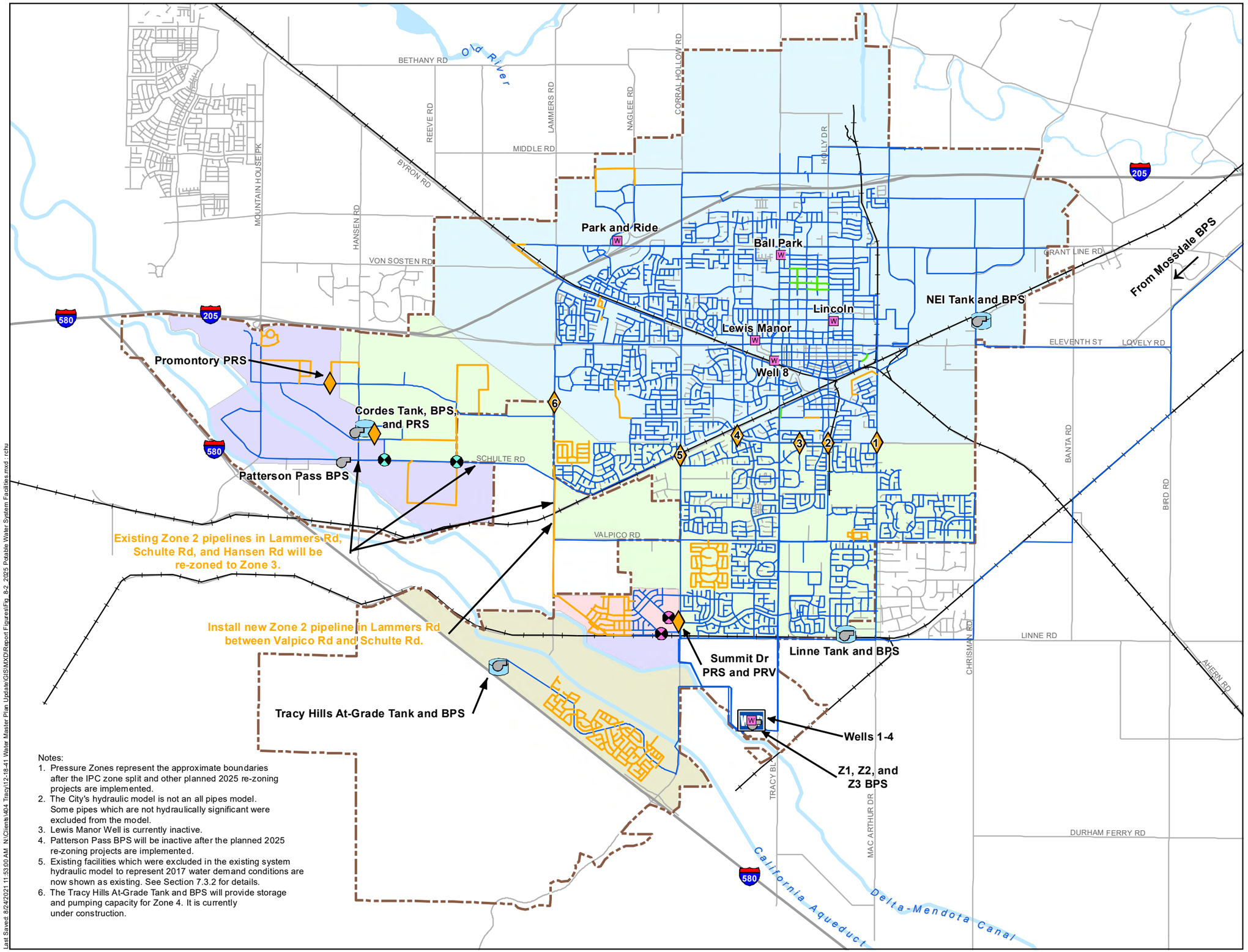
To provide emergency and/or peaking water supply between pressure zones, the following future interconnections are recommended and were incorporated into the hydraulic model to allow for the flow of water between pressure zones[6]:

- Westside PRS – Supplies water from Zone 2 to Zone 1
- Avenues PRV – Supplies water from the Ellis Reduced Zone to Zone 2
- One (1) additional Ellis PRV – Supplies water from Zone 3 to the Ellis Reduced Zone
- Zone 4 PRV – Supplies water from Zone 5 to Zone 4
- Two (2) Zone 5 PRVs – Supply water from Zone 6 to Zone 5

All of the facilities discussed above were included in the buildout water system hydraulic model, however, not all future facilities were needed to serve 2025 demands. The 2025 water system model only includes future pipelines in areas expected to develop by 2025 (refer to Chapter 3 and Appendix A for details). None of the recommended future tanks, pump stations, or interconnections between pressure zones were included in the 2025 water system model. Figure 8-2 illustrates the locations of the proposed 2025 facilities and pipeline alignments.

Figure 8-3 illustrates the locations of the proposed buildout facilities and pipeline alignments. Preliminary pipeline sizes are not shown on Figure 8-2, as they will be refined based on hydraulic evaluations discussed below in *Section 8.5 Future Potable Water System Performance Evaluation*. Recommended pipeline sizes are presented in *Section 8.6 Summary of Recommended Future Potable Water System Improvements*.

[6] Pressure Regulating Stations (PRS) contain a combination of one pressure sustaining valve (PSV) and one pressure reducing valve (PRV) to control the flow of water between pressure zones.



Notes:
1. Pressure Zones represent the approximate boundaries after the IPC zone split and other planned 2025 re-zoning projects are implemented.
2. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
3. Lewis Manor Well is currently inactive.
4. Patterson Pass BPS will be inactive after the planned 2025 re-zoning projects are implemented.
5. Existing facilities which were excluded in the existing system hydraulic model to represent 2017 water demand conditions are now shown as existing. See Section 7.3.2 for details.
6. The Tracy Hills At-Grade Tank and BPS will provide storage and pumping capacity for Zone 4. It is currently under construction.

N

0 2,500 5,000

Scale in Feet

Symbology

Proposed 2025 Facilities

- Proposed 2025 Pressure Reducing Valve
- Proposed 2025 System Pipeline

Existing Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- WTP John Jones Water Treatment Plant
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

Pressure Zone

- Zone 1
- Zone 2
- Zone 3
- Ellis Reduced Zone
- Zone 4
- Sphere of Influence

TRACY

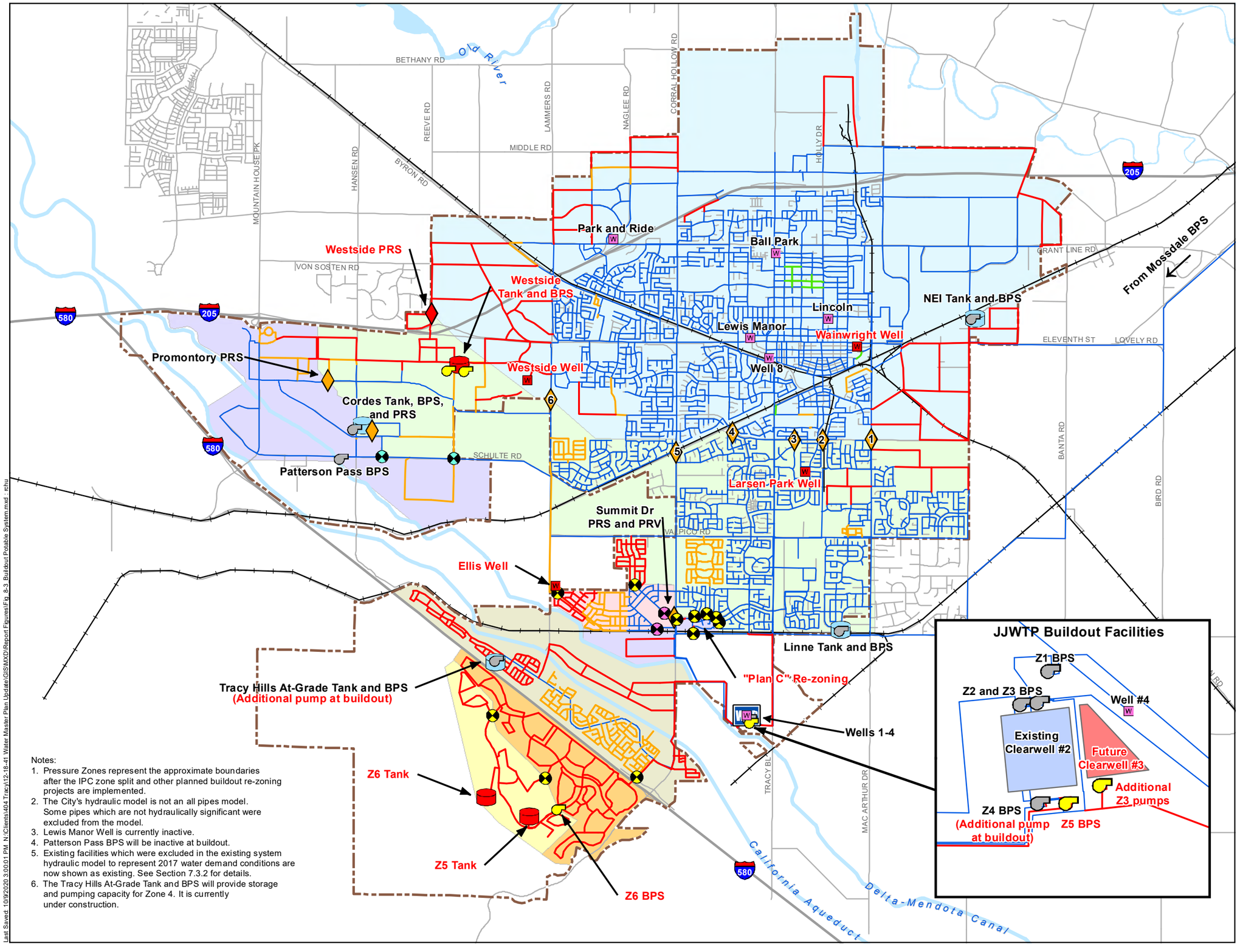
WEST YOST ASSOCIATES

Figure 8-2

2025 Potable Water System Facilities

City of Tracy
Water System Master Plan Update

Last Saved: 8/24/2021 11:53:00 AM N:\Clients\404 Tracy\12-18-41 Water Master Plan Update\GIS\MXD\Report Figures\Fig. 8-2_2025 Potable Water System Facilities.mxd - rchu



Notes:
1. Pressure Zones represent the approximate boundaries after the IPC zone split and other planned buildout re-zoning projects are implemented.
2. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
3. Lewis Manor Well is currently inactive.
4. Patterson Pass BPS will be inactive at buildout.
5. Existing facilities which were excluded in the existing system hydraulic model to represent 2017 water demand conditions are now shown as existing. See Section 7.3.2 for details.
6. The Tracy Hills At-Grade Tank and BPS will provide storage and pumping capacity for Zone 4. It is currently under construction.

Last Saved: 10/9/2020 3:00:01 PM N:\Clients\404 Tracy\12-18-41 Water Master Plan Update\GIS\MXD\Report Figures\Fig. 8-3 Buildout Potable System.mxd rchu

N

0 2,500 5,000

Scale in Feet

Symbology

Proposed Buildout Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Buildout System Pipeline

Existing and 2025 Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Proposed 2025 Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- John Jones Water Treatment Plant
- Existing System Pipeline
- Proposed 2025 System Pipeline
- Proposed Existing System Pipeline CIP

Pressure Zone

- Zone 1
- Zone 2
- Zone 3
- Ellis Reduced Zone
- Zone 4
- Zone 5
- Zone 6
- Sphere of Influence

TRACY

WEST YOST ASSOCIATES

Figure 8-3

Buildout Potable Water System Facilities

City of Tracy
Water System Master Plan Update

8.5 FUTURE POTABLE WATER SYSTEM PERFORMANCE EVALUATION

To evaluate the performance of the City's proposed future potable water system, additional projected potable water demands were first allocated into the updated future system hydraulic model (see Tables 8-2 through 8-4). This updated hydraulic model was then used to evaluate the City's 2025 and buildout potable water backbone transmission and distribution systems and their ability to meet the City's recommended performance and operational criteria under future maximum day demand plus fire flow and peak hour demand scenarios.

The performance criteria recommended for and results of the future potable water backbone transmission and distribution system evaluation are discussed below. Recommendations for supporting projected future potable water demands and addressing any deficiencies identified within the future potable water backbone transmission and distribution system are summarized in *Section 8.6 Summary of Recommended Future Potable Water System Improvements*.

8.5.1 Future Water System Performance Criteria

Steady state hydraulic analyses using the updated future potable water system hydraulic model were conducted to help identify areas of the future potable water system that do not meet the recommended system performance criteria as presented previously in Chapter 6. The results of the future potable water system evaluation are presented below for the following potable water demand scenarios:

- Peak Hour Demand—A peak hour flow condition was simulated for the future water distribution facilities to evaluate their capability to meet a peak hour demand scenario. Peak hour demands are met by the combined supply from treated surface water, storage tanks, and groundwater.
- Maximum Day Demand plus Fire Flow—To evaluate the future potable water system under the maximum day demand plus fire flow scenario, individual fire flow demands were first assigned and simulated at various locations within the City's water service area. InfoWater's "*Available Fire Flow Analysis*" tool was used to determine the available fire flow while meeting the maximum day demand plus fire flow performance criteria. Additional fire flow simulations were also performed to simulate a condition equal to a maximum day demand with two concurrent fire flow events in the larger pressure zones. Maximum day plus fire flow demands are met by the combined supply from treated surface water, storage tanks, and groundwater.

The performance criteria and results for each scenario are discussed in more detail below.

8.5.1.1 Peak Hour Demand Scenario

As shown in Tables 8-2 and 8-3, the peak hour demands for the 2025 and buildout water service areas were calculated to be 38,467 gpm (55.4 mgd) and 61,333 gpm (88.3 mgd), respectively. Peak hour demand represents a peaking factor of 2.9 times the average day demand. During a peak hour demand scenario, a minimum pressure of 40 psi must be maintained throughout the water system. In addition, maximum head loss per thousand feet of distribution main should not exceed 7 ft/kft and maximum velocities should not exceed 8 fps. For transmission mains, maximum head loss per

thousand feet of transmission main should not exceed 3 ft/kft and maximum velocities should not exceed 6 fps. Details of the system pressures and pipeline characteristics as simulated in the hydraulic model under the peak hour demand scenario are discussed below.

8.5.1.2 Maximum Day Demand plus Fire Flow Scenario

As shown in Tables 8-2 and 8-3, the maximum day demands for the 2025 and buildout water service areas were calculated to be 22,550 gpm (32.5 mgd) and 35,954 gpm (51.8 mgd), respectively. Maximum day demand represents a peaking factor of 1.7 times the average day demand. Fire flow demands were assigned and simulated at various locations within the City's water service area to determine if the minimum residual pressure criterion of 20 psi could be met during a maximum day demand plus fire flow scenario. Fire flow demands in future development areas were assigned based on proposed land use, and are summarized below in Table 8-12.

Table 8-12. Recommended Fire Flow Requirements[a]

Land Use Category	Fire Flow, gpm	Duration, hours
Single Family Residential[b]	1,500	2
Multi-Family Residential[c]	2,500	2
Commercial/Office[d]	3,500[e]	4
Industrial	4,500[e]	4
Institutional[f]	4,500[e]	4

(a) Specific fire flow requirements were determined from Table B105.1 of the 2016 CFC, and depend on construction type and fire flow calculation area. Non-residential fire flow requirements are based on the assumption that an automatic sprinkler system has been installed. See Table 6-1 for further explanation of how the fire flow requirements were developed.
(b) Includes Very Low and Low Density Residential land uses.
(c) Includes Medium and High Density Residential land uses.
(d) Includes Commercial, Office, Downtown, and Village Center land uses.
(e) Fire flow includes a 500 gpm demand for on-site sprinkler flow, which is not included in the recommended fire flow storage volume.
(f) Includes Medical, Public Facilities, School, Airport, Church, and Cemetery land uses.

The City's water system should also have the capability to meet a system demand condition equal to the occurrence of a maximum day demand with two concurrent fire flow events in the larger pressure zones (Zone 1, Zone 2, and Zone 3). It is assumed that the two fire flow events will consist of one smaller single family residential fire flow combined with another larger industrial fire flow. This conservative assumption of two simultaneous fire flow demands will help stress the City's water system, and determine if the future water system can provide reliable service during high demand conditions. Consequently, two concurrent fire flow demands were simulated at various locations within the City's water service area during a maximum day demand condition to determine if the minimum residual pressure criterion of 20 psi could be met during simultaneous fire flow events.

8.5.2 Recommended Improvements Criteria

The performance criteria described above was used to evaluate the future potable water system during peak hour demand and maximum day demand plus fire flow scenarios. The future potable water system is expected to deliver peak hour flow and maximum day demand plus fire flow within the acceptable pressure, velocity and head loss ranges as identified in the performance criteria presented in Chapter 6. However, the system was evaluated using pressure as the primary criterion. If necessary, recommended improvements needed to comply with the performance criteria were added to the future potable water system to fix any deficiencies found and are discussed below.

8.5.3 2025 Water System Evaluation Results

The results from the 2025 hydraulic model for the peak hour demand and maximum day demand plus fire flow analyses are presented below.

8.5.3.1 2025 Peak Hour Demand Scenario

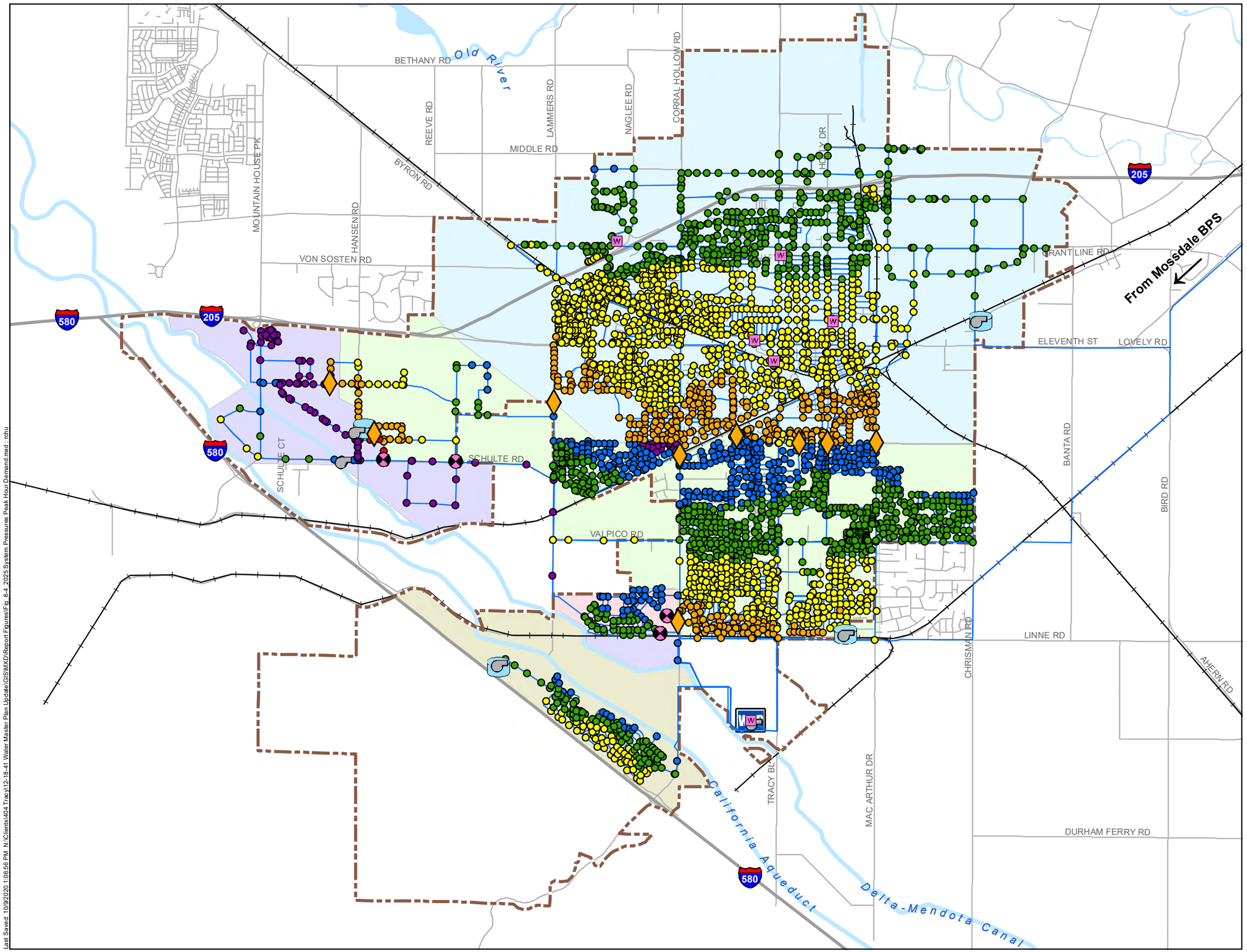
During a peak hour demand scenario, results indicate that the 2025 potable water system could adequately deliver peak hour demands to meet the City's minimum pressure criterion of 40 psi at all existing and future service locations as illustrated on Figure 8-4. Under this scenario, system pressures at service locations ranged from 40 to 113 psi. It should be noted that, per the California Plumbing Code, any individual service connection pressure exceeding 80 psi will require the installation of an individual PRV. As discussed previously, new junction elevations in the hydraulic model may not accurately represent the actual elevation of water services since grading will typically occur during the construction of a new development. Therefore, the system pressures simulated by the hydraulic model are best estimates of the proposed service pressures at this time. It is recommended that as the water system infrastructure for future development projects are designed, the proposed service elevations for each future development project should correspond to the service elevation ranges developed for each pressure zone (see Table 8-1) and that additional hydraulic analyses should be performed to confirm that the recommended minimum and maximum system pressure criteria can be met.

As illustrated on Figure 8-5, there is one location within the 2025 system where the distribution system pipelines did not meet the maximum velocity criterion of 8 fps during a peak hour demand scenario. The following list details pipelines in the 2025 potable water system that exceeded the maximum velocity criterion and summarizes any recommended improvements.

- The existing 12-inch diameter distribution pipelines which cross the railroad tracks between Sixth Street and Tracy Boulevard east of the 36-inch diameter transmission main tie-in had a velocity of 11.4 fps.

  Recommendation:

  It is recommended that the existing 12-inch diameter pipelines located between Sixth Street and Tracy Boulevard east of the 36-inch diameter transmission tie-in be replaced with a new 18-inch diameter pipeline. The recommended diameter of the new pipeline is sized to accommodate buildout demands.



0 2,500 5,000

Scale in Feet

Symbology

Peak Hour Pressure

- Less than 40 psi
- 40 psi to 50 psi
- 50 psi to 60 psi
- 60 psi to 70 psi
- 70 psi to 80 psi
- Greater than 80 psi

- Pressure Regulating Station
- Pressure Reducing Valve
- Booster Pump Station
- Groundwater Well
- Storage Tank
- WTP John Jones Water Treatment Plant
- Pipeline

Pressure Zone

- Zone 1
- Zone 2
- Zone 3
- Ellis Reduced Zone
- Zone 4
- Sphere of Influence

Notes:

1. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
2. Per the California Plumbing Code, services which experience pressures exceeding 80 psi are required to be fitted with a pressure reducing valve.

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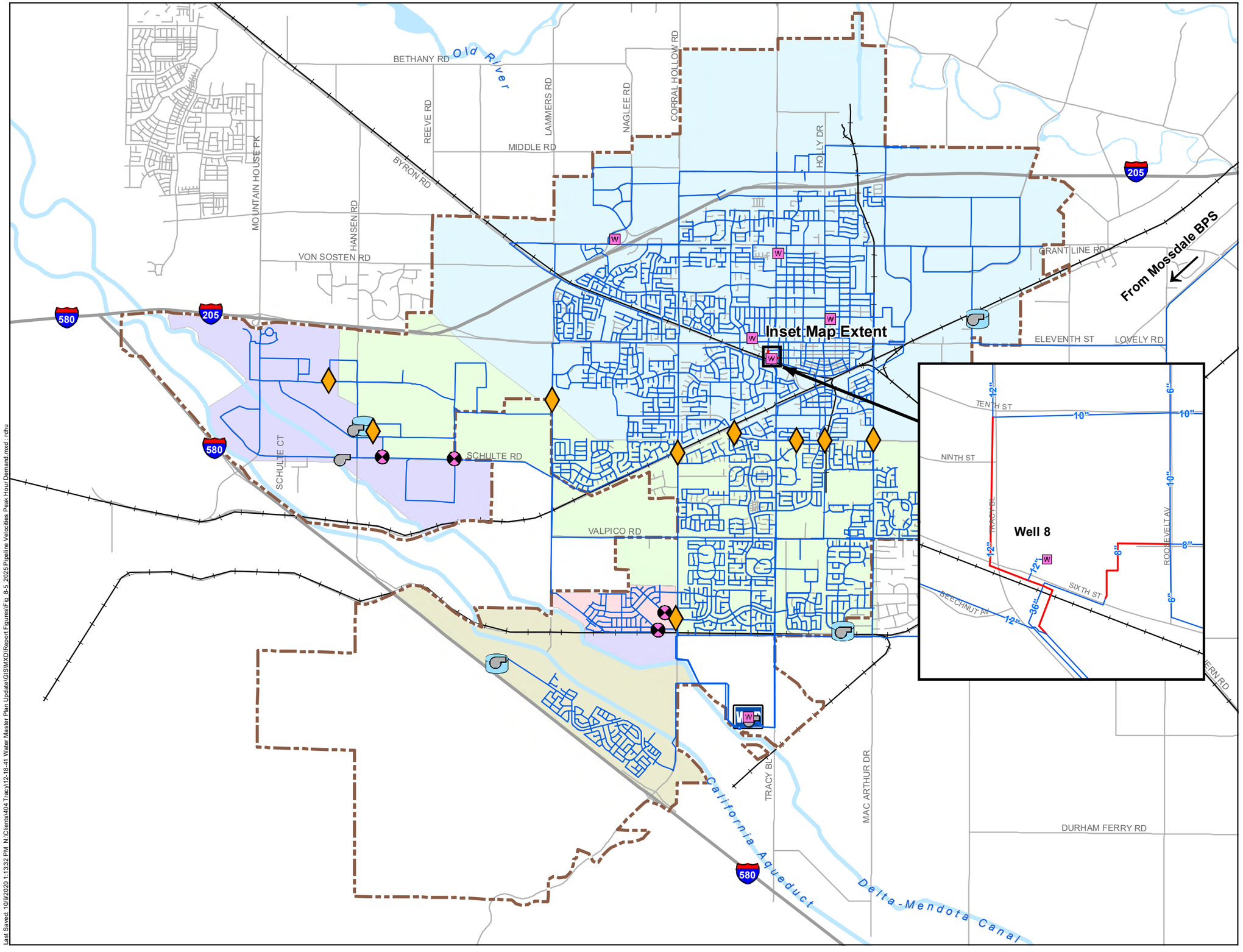
WEST YOST ASSOCIATES

Figure 8-4

2025 System Pressures Peak Hour Demand

City of Tracy
Water System Master Plan Update

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0 2,500 5,000

Scale in Feet

Symbology

Pipeline Diameter ≥ 18-inches

- Velocity > 6 fps
- Velocity ≤ 6 fps

Pipeline Diameter < 18-inches

- Velocity > 8 fps
- Velocity ≤ 8 fps
- Pressure Regulating Station
- Pressure Reducing Valve
- Booster Pump Station
- Groundwater Well
- Storage Tank
- WTP John Jones Water Treatment Plant

Pressure Zone

- Zone 1
- Zone 2
- Zone 3
- Ellis Reduced Zone
- Zone 4
- Sphere of Influence

Notes:
1. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.

TRACY

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Figure 8-5

2025 Pipeline Velocities Peak Hour Demand

City of Tracy
Water System Master Plan Update

Last Saved: 10/9/2020 1:13:32 PM N:\Clients\404 Tracy\12-18-41 Water Master Plan Update\GIS\MXD\Report Figures\Fig. 8-5 2025 Pipeline Velocities Peak Hour Demand.mxd : rchu

- The existing 12-inch diameter distribution pipelines located in Sixth Street west of the 36-inch diameter transmission main tie-in and in Tracy Boulevard between Sixth Street and Tenth Street, had a velocity of 9.4 fps.

  Recommendation:

  It is recommended that the existing 12-inch diameter pipeline in Sixth Street west of the 36-inch diameter transmission main tie-in, the 12-inch diameter pipeline in Tracy Boulevard between Sixth Street and Eleventh Street, and a 40 ft section of existing 12-inch diameter pipeline in Eleventh Street, be replaced with new 24-inch diameter pipeline. The recommended diameter of the new pipeline is sized to accommodate buildout demands.

8.5.3.2 2025 Maximum Day Demand plus Fire Flow Scenario

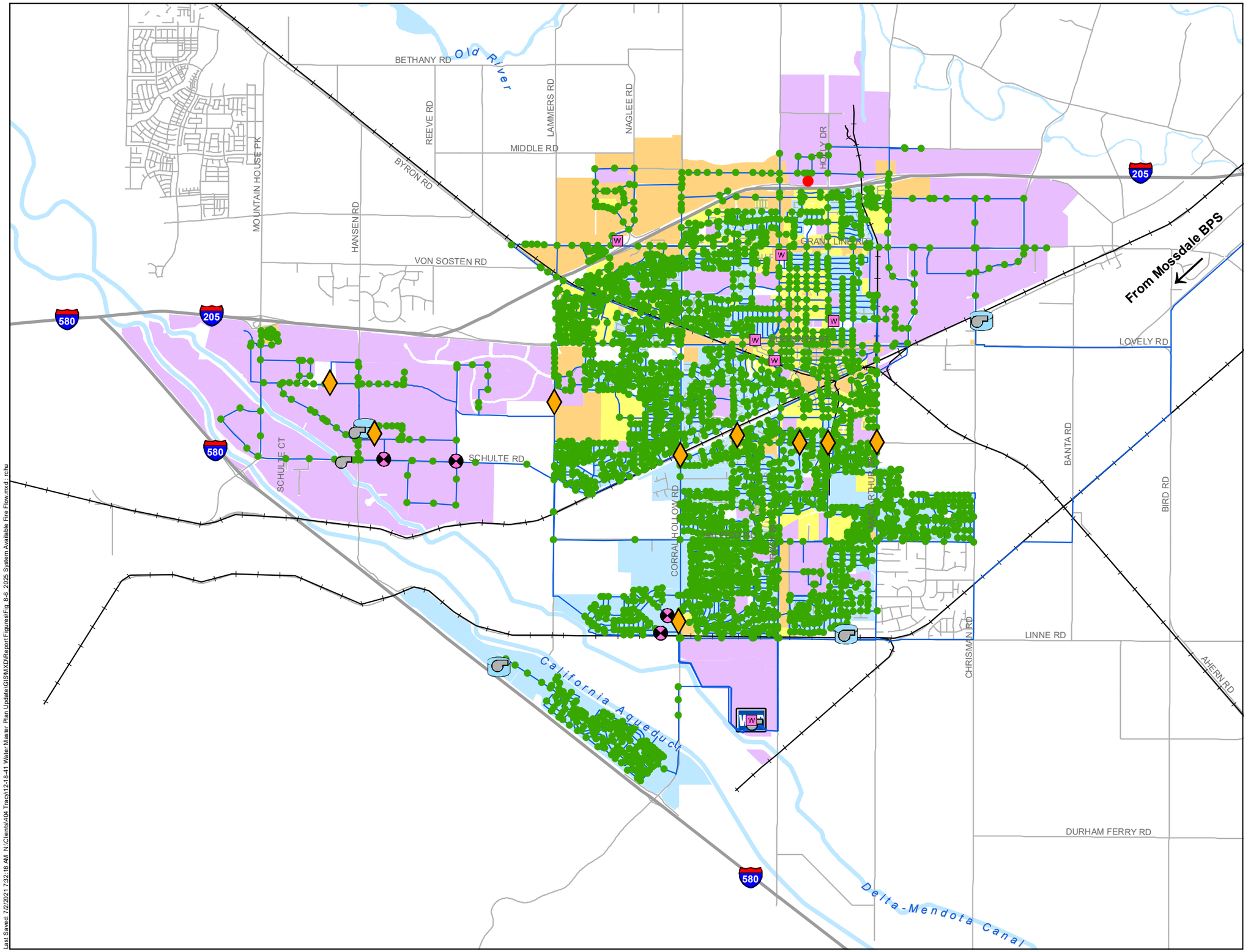
Fire flow demands were assigned based on the fire flow requirements summarized in Table 8-12 and simulated at various locations within the City's 2025 water service area. InfoWater's "*Available Fire Flow Analysis*" tool was used to determine the available fire flow (while meeting the maximum day demand plus fire flow minimum residual pressure of 20 psi and the maximum velocity performance criteria in proposed pipelines of 12 fps) at each fire flow junction within the 2025 water system during a maximum day demand scenario. Figure 8-6 illustrates the results of the 2025 maximum day plus fire flow evaluation. With the exception of the hydrant located at the southern end of Rhonda Way (discussed in Chapter 7), results indicate that all evaluated locations within the model were able to meet the minimum fire flow requirements.

Six additional fire flow simulations were performed within the 2025 system hydraulic model to simulate a condition equal to a maximum day demand with two concurrent fire flow events. Figure 8-7 illustrates the locations of the additional fire flow simulations. Locations were selected within each pressure zone based on the existing and proposed land use designations and spatial distance from supply sources to stress the City's water system. As summarized in Table 8-13, results from the hydraulic model indicate that all six of the concurrent fire flow simulations met the minimum residual pressure criterion of 20 psi.

Table 8-13. Results of Additional Fire Flow Simulations for 2025 System

Pressure Zone	Location #	Fire Flow Demand, gpm[(a)]	Residual Pressure, psi
Zone 1	1	1,500	48
		4,500	30
	2	1,500	50
		4,500	44
Zone 2	3	1,500	67
		4,500	52
	4	1,500	66
		4,500	33
	5	1,500	60
		4,500	26
Zone 3	6	1,500	48
		4,500	31

(a) It is assumed that the two concurrent fire flow events will consist of one smaller Single Family Residential fire flow combined with another larger Industrial fire flow.



N

0 2,500 5,000

Scale in Feet

Symbology

Available Fire Flow

- Does Not Meet Requirement
- Meets Requirement
- Pressure Regulating Station
- Pressure Reducing Valve
- Booster Pump Station
- Groundwater Well
- Storage Tank
- WTP John Jones Water Treatment Plant
- Pipeline

Fire Flow Requirement

- 1,500 gpm
- 2,500 gpm
- 3,500 gpm
- 4,500 gpm

Notes:

1. The available fire flow shown is the maximum flow available while maintaining 20 psi residual system pressure and velocities of less than 12 fps in proposed pipelines.
2. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.

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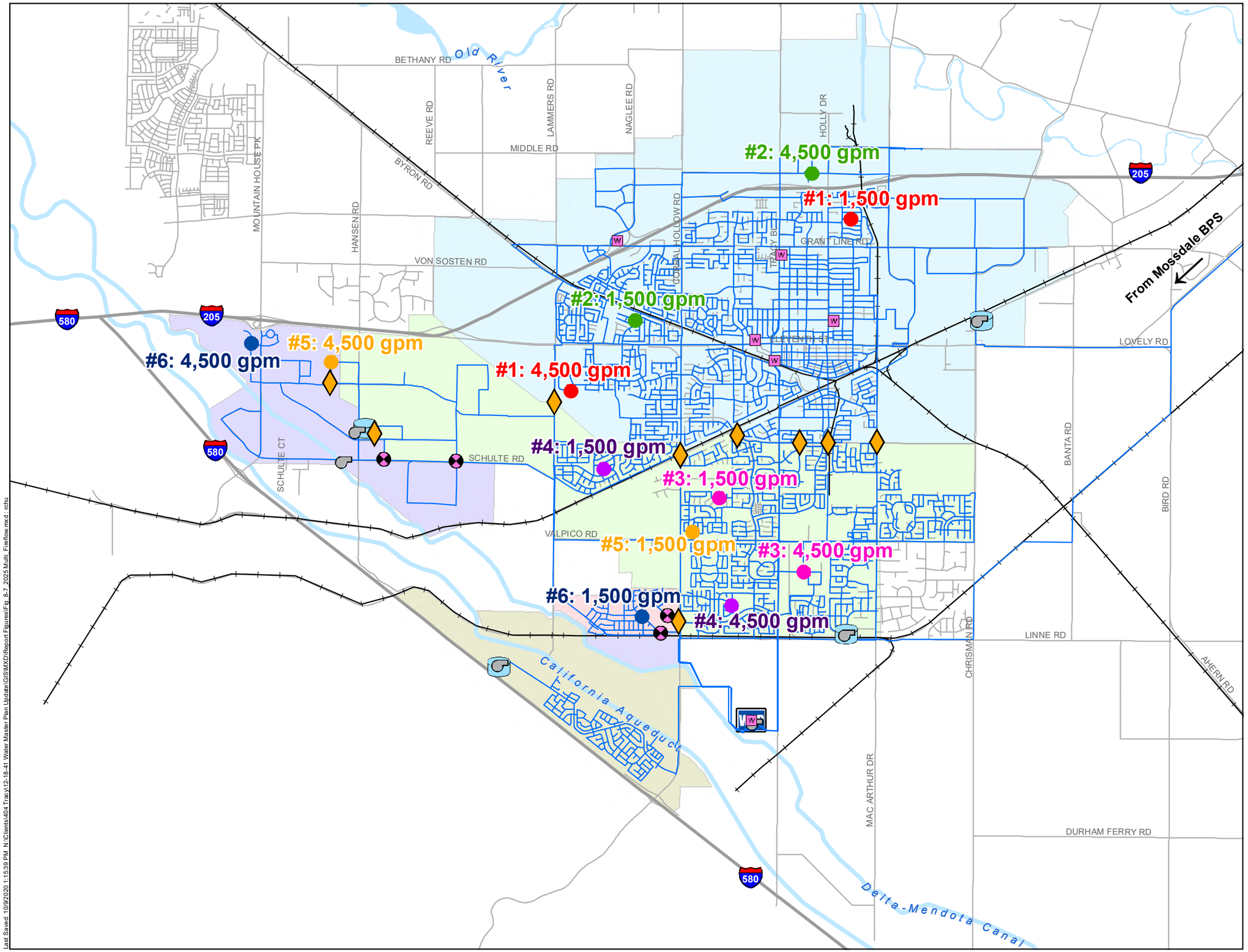
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Figure 8-6

2025 System Available Fire Flow

City of Tracy
Water System Master Plan Update

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N

0 2,500 5,000

Scale in Feet

Symbology

Simultaneous Fire Flows

- Location #1
- Location #2
- Location #3
- Location #4
- Location #5
- Location #6

- Pressure Regulating Station
- Pressure Reducing Valve
- Booster Pump Station
- Groundwater Well
- Storage Tank
- WTP John Jones Water Treatment Plant
- Pipeline

Pressure Zone

- Zone 1
- Zone 2
- Zone 3
- Ellis Reduced Zone
- Zone 4

Notes:
1. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.

TRACY

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Figure 8-7

2025 System Locations of Additional Simultaneous Fire Flow Simulations

City of Tracy
Water System Master Plan Update

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8.5.4 Buildout Water System Evaluation Results

The results from the buildout hydraulic model for the peak hour demand and maximum day demand plus fire flow analyses are presented below. The results assume that the recommended 2025 pipeline replacements discussed in *Section 8.5.3.1 2025 Peak Hour Demand Scenario* are constructed before buildout.

8.5.4.1 Buildout Peak Hour Demand Scenario

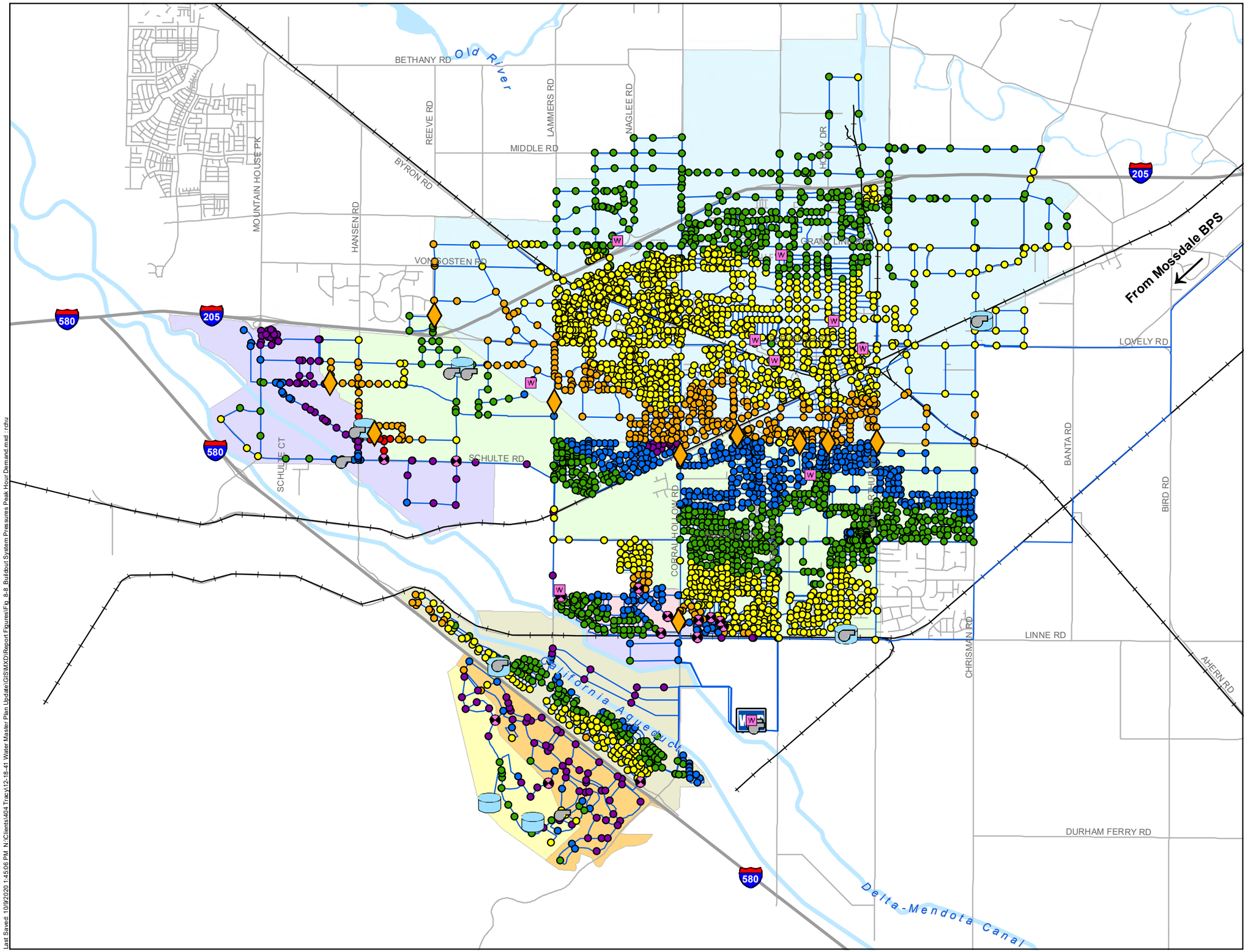
During a peak hour demand scenario, results indicate that the buildout potable water system could adequately deliver peak hour demands to meet the City's minimum pressure criterion of 40 psi at all existing and future service locations as illustrated on Figure 8-8. Under this scenario, system pressures at service locations ranged from 40 to 118 psi. It should be noted that, per the California Plumbing Code, any individual service connection pressure exceeding 80 psi will require the installation of an individual PRV. As discussed previously, new junction elevations in the hydraulic model may not accurately represent the actual elevation of water services since grading will typically occur during the construction of a new development. Therefore, the system pressures simulated by the hydraulic model are best estimates of the proposed service pressures at this time. It is recommended that as the water system infrastructure for future development projects are designed, the proposed service elevations for each future development project should correspond to the service elevation ranges developed for each pressure zone (see Table 8-1) and that additional hydraulic analyses should be performed to confirm that the recommended minimum and maximum system pressure criteria can be met.

As illustrated on Figure 8-9, there is one location within the buildout system where the transmission system pipelines did not meet the maximum velocity criterion of 6 fps during a peak hour demand scenario. The following list details pipelines in the buildout potable water system that exceeded the maximum velocity criterion and summarizes any recommended improvements.

- The existing 18-inch diameter transmission pipeline in Tracy Boulevard between Linne Road and Windsong Drive had velocities ranging from 6.0 fps to 6.5 fps.

  Recommendation:

  No mitigation is recommended for the 18-inch diameter pipeline in Tracy Boulevard because the simulated velocities are only slightly higher than the maximum criterion of 6 fps. In addition, upsizing this pipeline does not provide a significant improvement in system pressures.



N

0 2,500 5,000

Scale in Feet

Symbology

Peak Hour Pressure

- Less than 40 psi
- 40 psi to 50 psi
- 50 psi to 60 psi
- 60 psi to 70 psi
- 70 psi to 80 psi
- Greater than 80 psi

- Pressure Regulating Station
- Pressure Reducing Valve
- Booster Pump Station
- Groundwater Well
- Storage Tank
- WTP John Jones Water Treatment Plant
- Pipeline

Pressure Zone

- Zone 1
- Zone 2
- Zone 3
- Ellis Reduced Zone
- Zone 4
- Zone 5
- Zone 6

Notes:

1. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
2. Per the California Plumbing Code, services which experience pressures exceeding 80 psi are required to be fitted with a pressure reducing valve.

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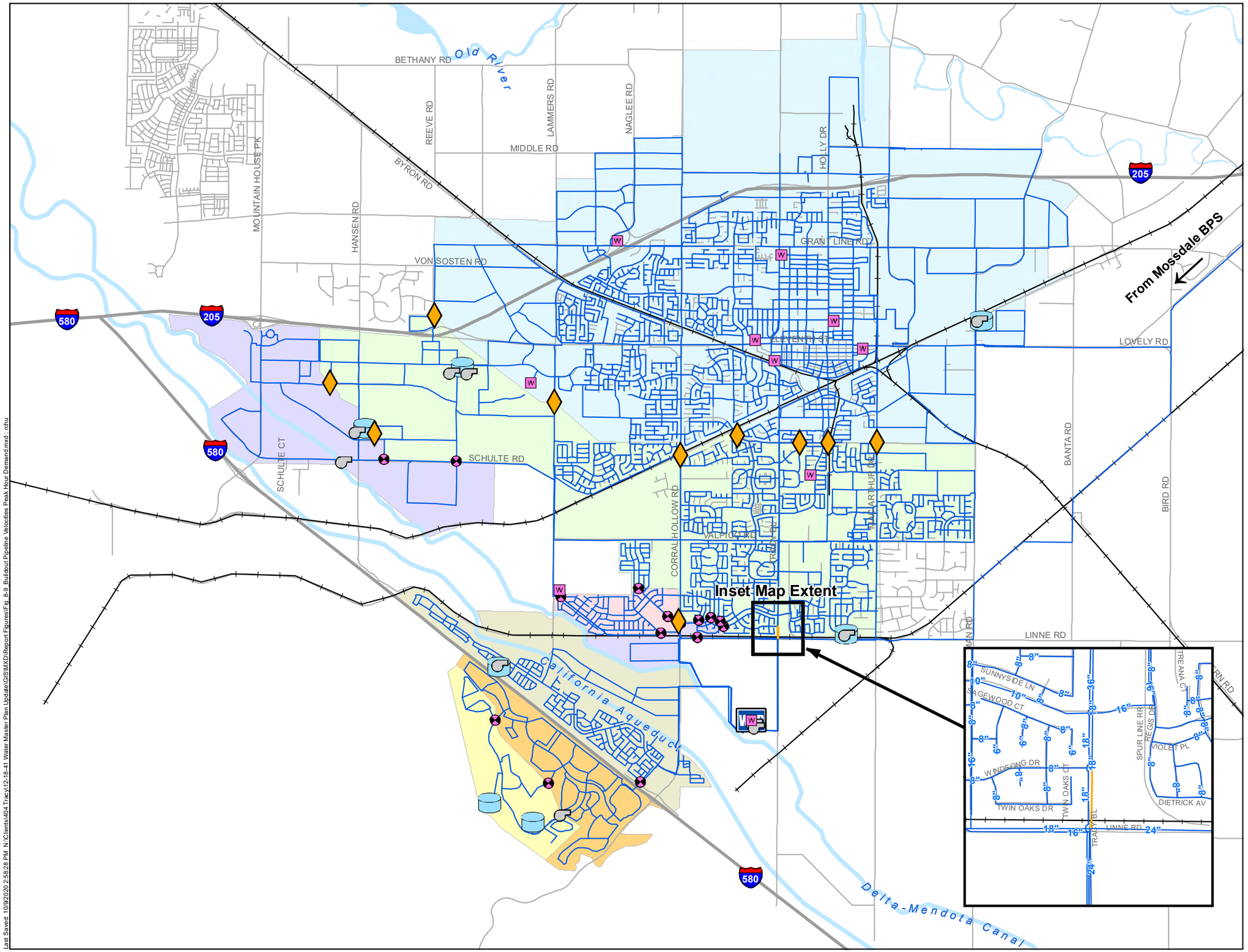
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Figure 8-8

Buildout System Pressures Peak Hour Demand

City of Tracy
Water System Master Plan Update

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Notes:
1. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.

TRACY

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Figure 8-9

Buildout Pipeline Velocities Peak Hour Demand

City of Tracy
Water System Master Plan Update

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8.5.4.2 Buildout Maximum Day Demand plus Fire Flow Scenario

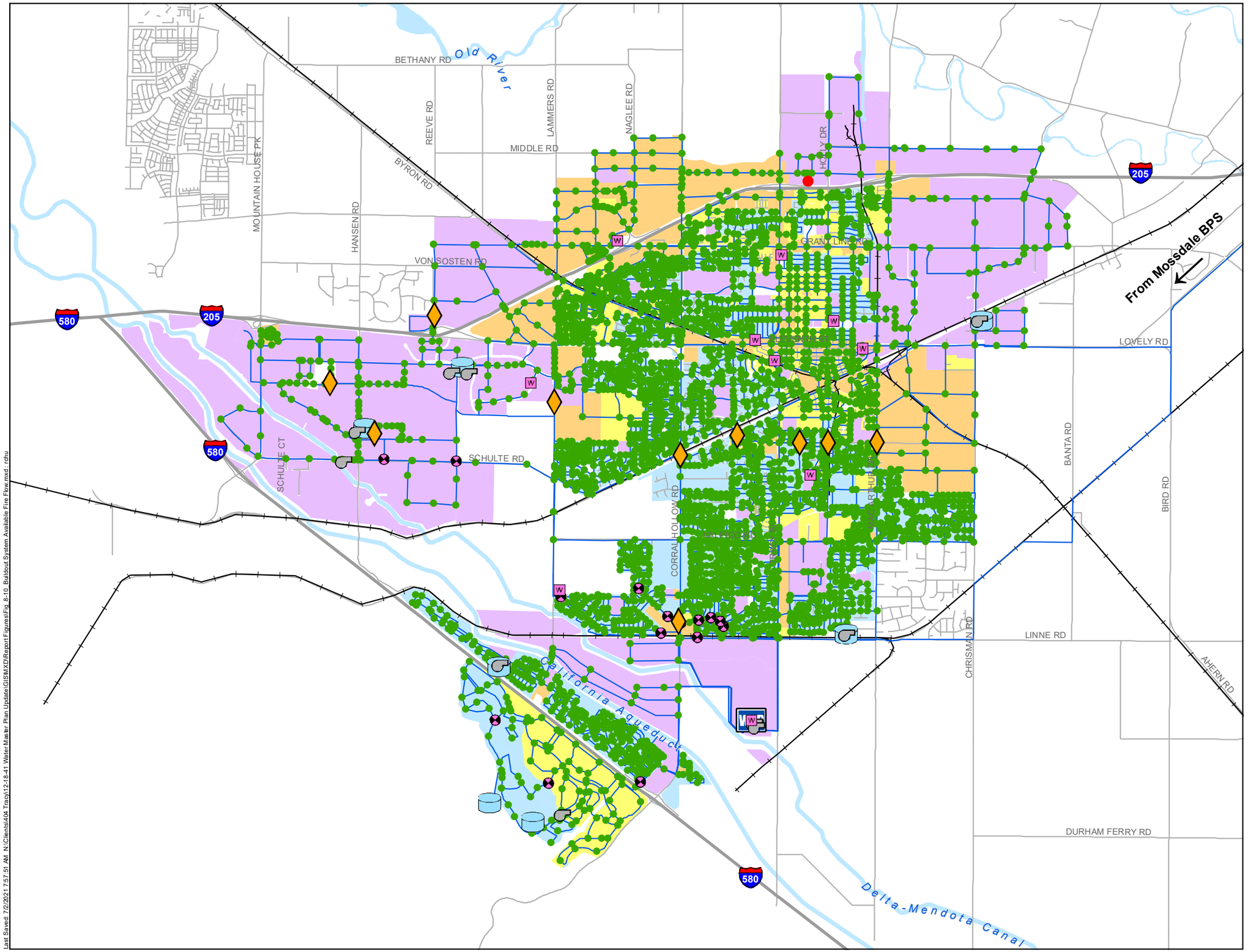
Fire flow demands were assigned based the fire flow requirements summarized in Table 8-12 and simulated at various locations within the City's buildout water service area. InfoWater's "*Available Fire Flow Analysis*" tool was used to determine the available fire flow (while meeting the maximum day demand plus fire flow minimum residual pressure of 20 psi and the maximum velocity performance criteria in proposed pipelines of 12 fps) at each fire flow junction within the buildout water system during a maximum day demand scenario. Figure 8-10 illustrates the results of the buildout maximum day plus fire flow evaluation. With the exception of the hydrant located at the southern end of Rhonda Way (discussed in Chapter 7), results indicate that all evaluated locations within the model were able to meet the minimum fire flow requirements.

Seven additional fire flow simulations were performed within the buildout system hydraulic model to simulate a condition equal to a maximum day demand with two concurrent fire flow events. Figure 8-11 illustrates the locations of the additional fire flow simulations. Locations were selected within each pressure zone based on the existing and proposed land use designations and spatial distance from supply sources to stress the City's water system. As summarized in Table 8-14, results from the hydraulic model indicate that all seven of the concurrent fire flow simulations met the minimum residual pressure criterion of 20 psi.

Table 8-14. Results of Additional Fire Flow Simulations for Buildout System

Pressure Zone	Location #	Fire Flow Demand, gpm[(a)]	Residual Pressure, psi
Zone 1	1	1,500	54
		4,500	40
	2	1,500	56
		4,500	50
	7	1,500	43
		4,500	39
Zone 2	3	1,500	68
		4,500	55
	4	1,500	68
		4,500	34
	5	1,500	61
		4,500	31
Zone 3	6	1,500	70
		4,500	60

(a) It is assumed that the two concurrent fire flow events will consist of one smaller Single Family Residential fire flow combined with another larger Industrial fire flow.



N

0 2,500 5,000

Scale in Feet

Symbology

Available Fire Flow

- Does Not Meet Requirement
- Meets Requirement
- Pressure Regulating Station
- Pressure Reducing Valve
- Booster Pump Station
- Groundwater Well
- Storage Tank
- WTP John Jones Water Treatment Plant
- Pipeline

Fire Flow Requirement

- 1,500 gpm
- 2,500 gpm
- 3,500 gpm
- 4,500 gpm

Notes:

1. The available fire flow shown is the maximum flow available while maintaining 20 psi residual system pressure and velocities of less than 12 fps in proposed pipelines.
2. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
3. The buildout storage and pumping capacity analysis include a maximum fire flow requirement of 4,500 gpm in Zone 5 to account for the potential construction of a school in Zone 5. However, because the location of this potential school is unknown, fireflow requirements were limited to 2,500 gpm in Zone 5 in the hydraulic analysis. Once the location of the school is known, additional analysis should be performed to determine which pipelines must be upsized to accomodate the higher fire flow requirement.

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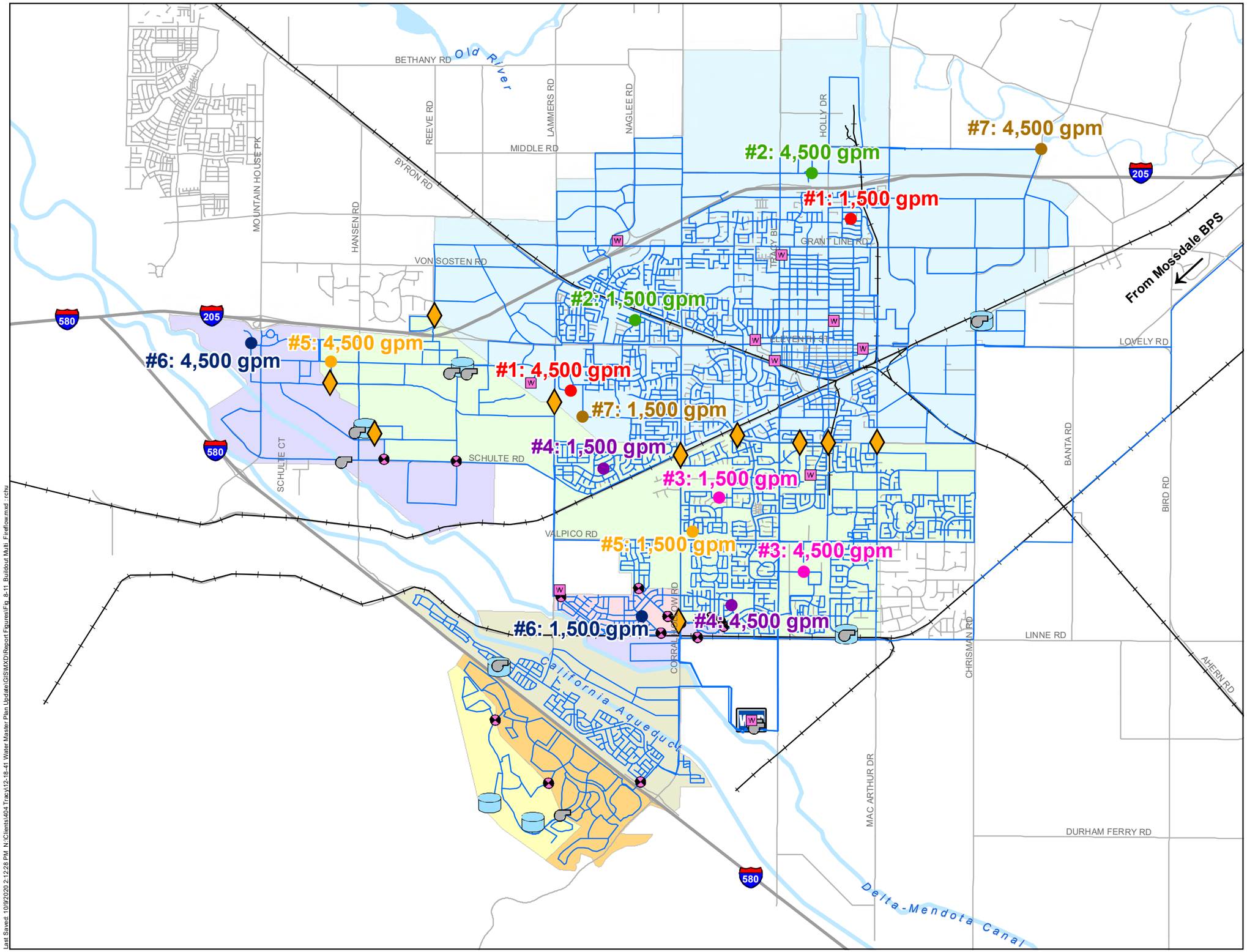
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Figure 8-10

Buildout System Available Fire Flow

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Water System Master Plan Update

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Symbology

Simultaneous Fire Flows

- Location #1
- Location #2
- Location #3
- Location #4
- Location #5
- Location #6
- Location #7
- Pressure Regulating Station
- Pressure Reducing Valve
- Booster Pump Station
- Groundwater Well
- Storage Tank
- John Jones Water Treatment Plant
- Pipeline

Pressure Zone

- Zone 1
- Zone 2
- Zone 3
- Ellis Reduced Zone
- Zone 4
- Zone 5
- Zone 6

Notes:

1. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.

TRACY

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Figure 8-11

Buildout System Locations of Additional Simultaneous Fire Flow Simulations

City of Tracy
Water System Master Plan Update

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8.6 SUMMARY OF RECOMMENDED FUTURE POTABLE WATER SYSTEM IMPROVEMENTS

The recommended backbone potable water system improvements required to serve future potable water demands are summarized below and shown on Figure 8-12 and Figure 8-13. These future system improvements are triggered by additional demands from new development, unlike the improvements discussed in Chapter 7. It should be noted that these recommendations only identify facility improvements at a master plan level and do not necessarily include all required on-site infrastructure nor constitute design of improvements. Subsequent detailed design is required to determine the exact sizes and final locations of these proposed facility improvements.

The evaluation of the City's future water system is dependent on:

- Projected future development projects and land use data (refer to Chapter 3)
- Adopted water use factors (refer to Chapter 4)
- Adopted peaking factors (refer to Chapter 4)
- Characteristics and capabilities of existing water supply facilities (refer to Chapter 5)
- City water system performance criteria (refer to Chapter 6)

If any of these are significantly altered, the recommendations listed below may need to be reevaluated and revised.

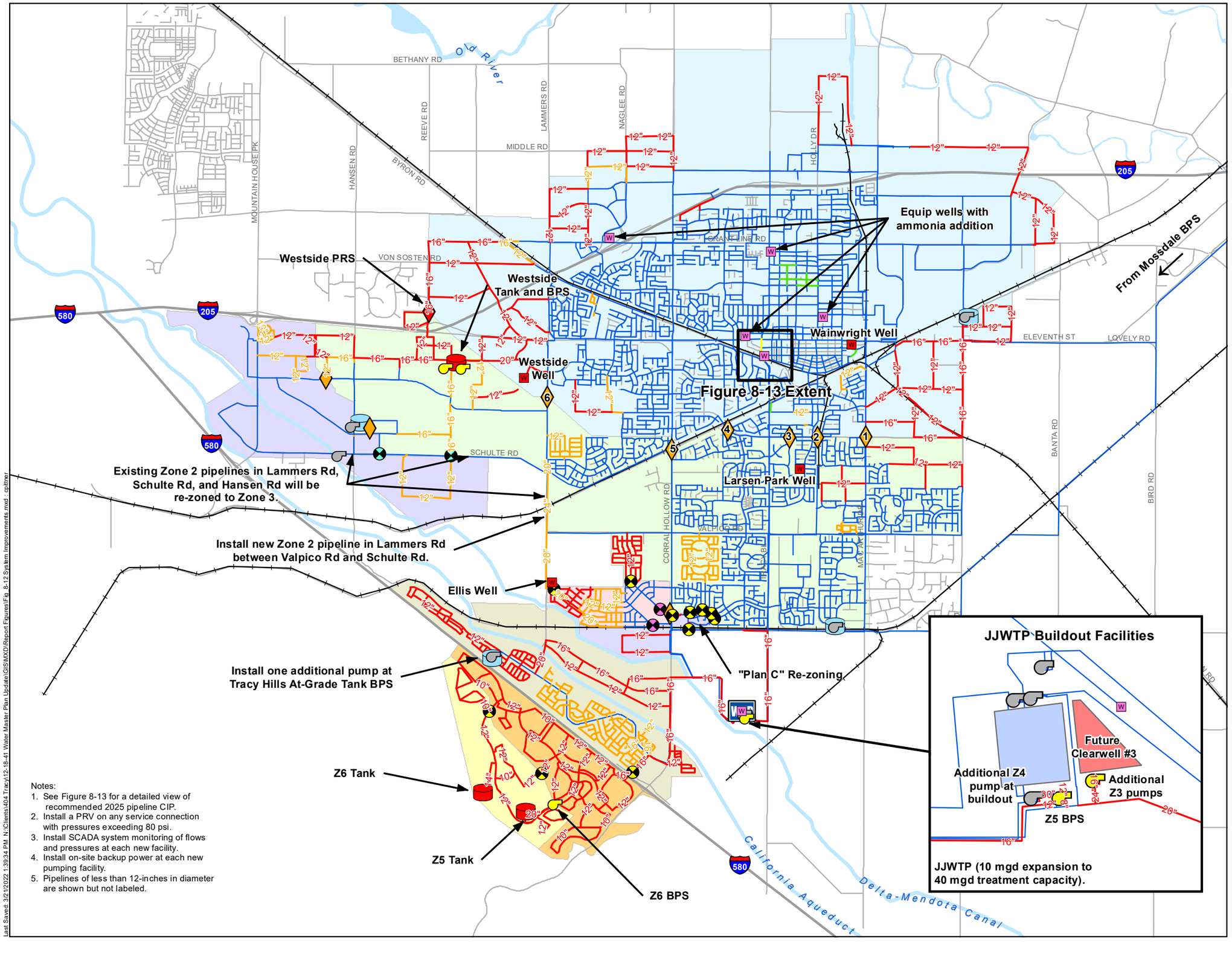
It should also be noted that the future hydraulic model is not an "all pipes" model (i.e., not all smaller diameter pipelines are included); therefore, the hydraulic simulations performed as discussed above may not identify all necessary water system improvements. Consequently, it is recommended that further hydraulic evaluations be performed as additional details are provided for each future development project.

8.6.1 2025 System Improvements

The recommended backbone potable water system improvements required to serve 2025 potable water demands are summarized below. Planning and design for these improvements should be conducted so that these improvements are constructed and operational by 2025.

8.6.1.1 Pipelines

- To serve 2025 water demands, install approximately 73,020 linear feet of new pipelines ranging in diameter from 12 to 24 inches as shown on Figure 8-12.
- To serve 2025 water demands, install additional new pipelines of 10 inches in diameter or less within individual development projects; the length of small diameter pipelines needed to serve 2025 water demands is unknown, as not all 2025 development areas have detailed water system infrastructure plans prepared.
- To serve 2025 water demands, upsize approximately 1,390 linear feet of existing pipelines as shown on Figure 8-13.

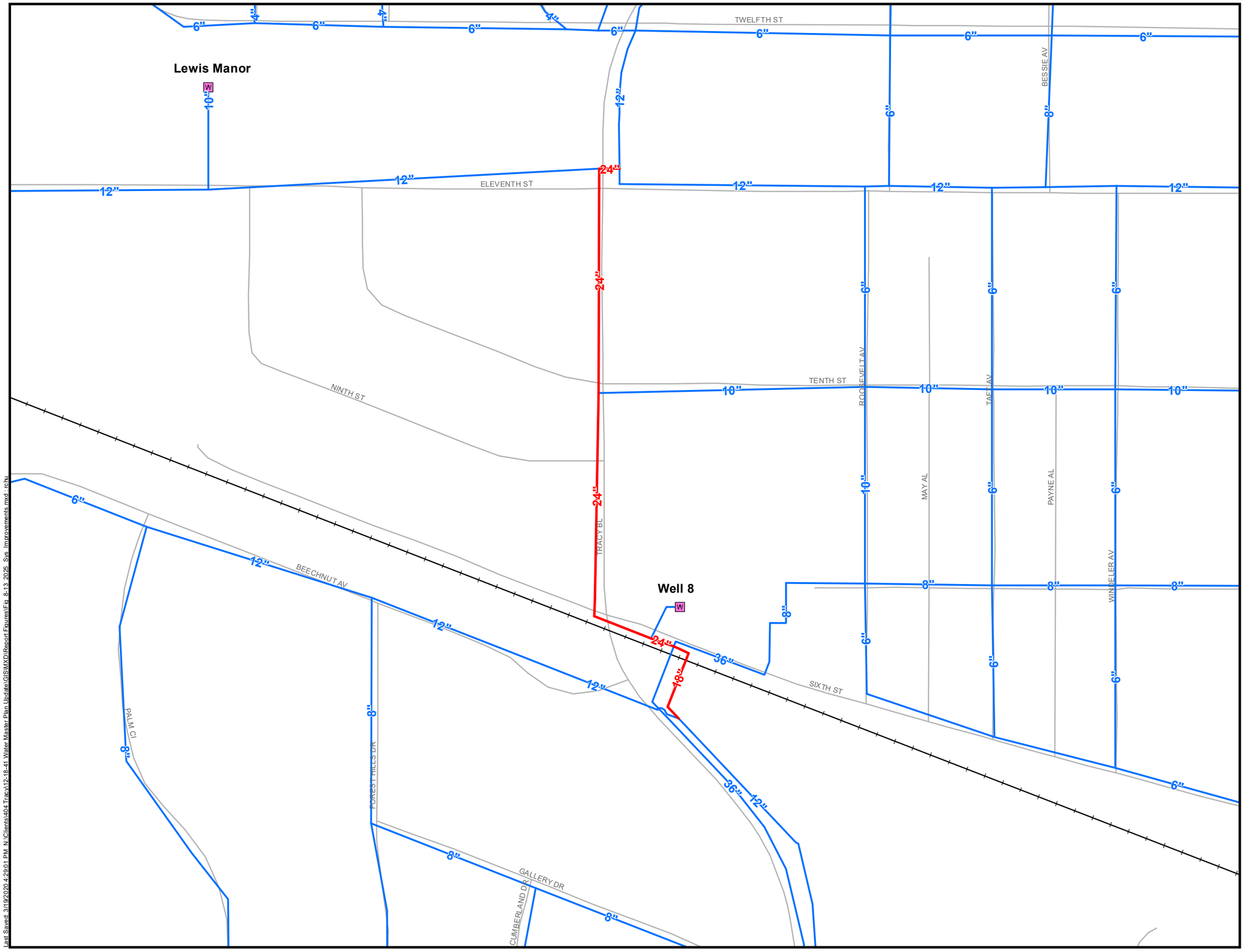


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Figure 8-12

Proposed Future Water System Recommended Improvements

City of Tracy
Water System Master Plan Update



Symbology

- Recommended 2025 Improvement
- Existing Pipeline
- Groundwater Well

Notes:
1. See Figure 8-12 for the location of the recommended improvements.

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Figure 8-13

2025 System Recommended Pipeline CIP

City of Tracy
Water System Master Plan Update

8.6.1.2 Interconnections

- Install two new mainline PRVs before the transmission main in Schulte Road is re-zoned to Zone 3.
- Install an individual PRV on any water service connection with a static pressure exceeding 80 psi.

8.6.1.3 Re-Zoning

- Re-zone the existing transmission mains in Lammers Road, Schulte Road, and Hansen Road from Zone 2 to Zone 3 as described in Appendix D.

8.6.1.4 Groundwater Wells

- Provide ammonia addition for existing City wells (Lincoln Well, Lewis Manor Well, Park & Ride Well and Ball Park Well) (as noted below under Buildout System Improvements, all future wells are also recommended to be equipped with ammonia addition).
- A feasibility study is recommended to develop an implementation plan for future ASR expansion (see additional discussion in Chapter 5).

8.6.2 Buildout System Improvements

The recommended backbone potable water system improvements required to serve buildout potable water demands are summarized below.

8.6.2.1 Storage Facilities

Planning and design of these new storage facilities should be conducted so that the proposed facilities are constructed and operational in time to serve their respective service areas (e.g., Westside, Zone 5 or Zone 6). Because of the additional operational flexibility that Clearwell #3 would provide, it is recommended that Clearwell #3 be constructed as soon as possible. As noted above, no additional storage facilities are required by 2025, but it is recommended that Clearwell #3 be constructed by no later than 2030.

Note: Because the actual dimensions of each proposed storage facility have not been determined, the storage facility sizes below do not include dead and freeboard storage requirements, which will be determined during design.

- Westside Tank: Install a new storage tank with a minimum active storage capacity of 1.0 MG.
- JJWTP Clearwell #3: Install a new clearwell at the JJWTP with a minimum active storage capacity of 1.0 MG.
- Zone 5 Tank: Install a new storage tank with a minimum active storage capacity of 3.2 MG. Sizing of this tank should be confirmed before development of Zone 5 begins.

- Zone 6 Tank: Install a new storage tank with a minimum active storage capacity of 1.1 MG. Sizing of this tank should be confirmed before development of Zone 6 begins.

8.6.2.2 Groundwater Wells

Planning and design of these new groundwater wells should be phased so that the City's ASR Program can be expanded as needed to meet the City's water supply needs, particularly in dry years. As described in Chapter 5, a feasibility study for the expansion of the City's ASR Program is recommended, and is included above with the recommended 2025 System Improvements, to develop an implementation plan for ASR expansion.

- Westside ASR Well: Install a new ASR well with a minimum firm pumping capacity of 2,500 gpm and equipped with ammonia addition.
- Wainwright ASR Well: Install a new ASR well with a minimum firm pumping capacity of 2,500 gpm and equipped with ammonia addition.
- Larsen Park ASR Well: Install a new ASR well with a minimum firm pumping capacity of 2,500 gpm and equipped with ammonia addition.
- Ellis ASR Well: Install a new ASR well with a minimum firm pumping capacity of 1,000 gpm and equipped with ammonia addition.

8.6.2.3 Booster Pumping Facilities

Planning and design of these new booster pumping facilities should be coordinated with the construction of other related facilities (e.g., associated storage tanks) and the timing of new development. As of early 2022, the Zone 5 BPS design is complete.

- JJWTP: Increase the firm treated surface water pumping capacity at the JJWTP to meet buildout maximum day water demands.
  - Zone 3 BPS: Install additional Zone 3 booster pumps with a minimum pumping capacity of 1,500 gpm.
  - Zone 5 BPS: Install a new Zone 5 booster pump station with a minimum firm pumping capacity of 2,410 gpm.
- Zone 6 BPS: Install a new booster pump station with a minimum firm pumping capacity of 550 gpm (sizing of this pump station should be confirmed before development of Zone 6 begins).
- Westside Tank: Install a new Zone 1 booster pump station with a minimum firm pumping capacity of 4,500 gpm.
- Westside Tank: Install a new Zone 2 booster pump station with a minimum firm pumping capacity of 2,400 gpm.

8.6.2.4 Pipelines

Planning and design of these new pipelines should be coordinated with the timing of new development.

- To serve buildout water demands, install approximately 308,270 linear feet of new pipelines (in addition to the proposed 2025 pipelines) ranging in diameter from 12 to 30 inches as shown on Figure 8-12.
- To serve buildout water demands, install additional new pipelines of 10 inches in diameter or less within individual development projects; the length of small diameter pipelines needed to serve buildout water demands is unknown, as most buildout development areas do not have detailed water system infrastructure plans prepared.

8.6.2.5 Interconnections

Planning and design of these new interconnections should be coordinated with the timing of new development in the respective pressure zones.

- Install the following interconnections between pressure zones to provide supply during peak demands and/or emergency conditions:
  - Westside PRS (from Zone 2 into Zone 1)
  - Ellis PRV #3 (from Zone 3 into Ellis Reduced Zone)
  - Avenues PRV (from Ellis Reduced Zone into Zone 2)
  - Zone 4 PRV (from Zone 5 into Zone 4)
  - Two (2) Zone 5 PRVs (from Zone 6 into Zone 5)
  - Install six new mainline PRVs before the Plan C area is re-zoned to Zone 3 (to be funded through Plan C funds)
- Install an individual PRV on any water service connection with a static pressure exceeding 80 psi.

8.6.2.6 Re-Zoning

Planning and design of this rezoning should be coordinated with the timing of the new Zone 3 pipeline from the JJWTP.

- Re-zone the Plan C area from Zone 2 to Zone 3 (to be funded through Plan C funds)

8.6.2.7 SCADA System/Backup Power

Planning and design of the recommended SCADA system improvements and backup power should be prioritized and completed as soon as possible, as these improvements will improve operational flexibility and reliability.

- Install SCADA system monitoring of flows and pressures at PRS #1-#6 to provide operators with additional understanding and flexibility in system operations.

- Add remote operation of Well 8 from the SCADA system to provide additional operational flexibility.
- Install SCADA system monitoring of flows and pressures at each new water supply facility to provide operators with real-time system data and flexibility in system operations.
- Install on-site backup power to any proposed buildout system pumping facility to improve supply reliability.

8.6.2.8 JJWTP Expansion

A future additional 10 mgd expansion of the JJWTP (for a total treatment capacity of 40 mgd) is recommended to provide the City with additional water treatment capacity, as well as operational flexibility and reliability, if the use of groundwater supplies needs to be limited or if there is a supply outage from South County Water Supply Project. The expansion would also include a new administration/maintenance building to accommodate future staffing needs and maintenance activities.

It is recommended that the JJWTP expansion be constructed by no later than 2030, in coordination with the new JJWTP Clearwell #3.

8.6.2.9 Participation in Phase 2 Los Vaqueros Reservoir Expansion Project

As described in Chapter 5, the City's participation in the Phase 2 Los Vaqueros Reservoir Expansion Project would increase the City's water supply reliability by providing storage of supplies for use in dry years. The estimated cost for 5,000 acre-feet of storage for the City will be approximately $10 million plus an additional $1.5 million for implementation and will be shared by existing rate payers and new development. In October 2021, the Tracy City Council authorized staff to initiate the process to participate in the project and authorized the City Manager to execute the project activity agreement.

8.6.2.10 Water Master Plan Updates

Regular updates of this Citywide Water System Master Plan are recommended to evaluate potable water and recycled water infrastructure needs to reflect any changes in future development plans, water use trends and patterns, and water supply availability and reliability, as well as new regulations and operational needs as new potable water and recycled water system infrastructure is constructed. It is recommended that updates be prepared at least once every 10 years, or more often if changing conditions warrant more frequent updates. For purposes of this Citywide Water System Master Plan Update, three future updates are planned.

CHAPTER 9
Recycled Water System Evaluation

9.1 OVERVIEW

The purpose of this chapter is to describe the City's existing recycled water system and the recommended future recycled water system at buildout of the City's SOI. The recycled water infrastructure recommended in this chapter is based on the adopted water use and peaking factors described in Chapter 4 and system performance criteria described in Chapter 6 of this Citywide Water System Master Plan Update.

The City's existing WWTP on Holly Drive currently collects and treats wastewater to a Title 22 Disinfected Tertiary standard. The construction of a recycled water system to distribute this water to various non-potable use areas began in 2018; currently the only service connection is for the Legacy Fields sports complex. In the future, the City will extend the recycled water system and use recycled water to meet irrigation and other non-potable demands in existing service areas (thus offsetting some existing potable water use) and future service areas.

The topics discussed in this chapter include:

- Description of Existing Recycled Water System
- Existing Recycled Water System Demands
- Recommended Buildout Recycled Water System
- Recycled Water System Criteria
- Recycled Water System Evaluation Results
- Summary of Recommended Future Recycled Water System Improvements

To assist in the evaluation of the City's overall recycled water system at buildout, the recycled water infrastructure recommended in this chapter includes the infrastructure required to serve the Tracy Hills development and, for consistency, is based on the adopted water use, peaking factors, and system performance criteria described in previous chapters of this Citywide Water System Master Plan. Although the Tracy Hills development is located within separate and distinct recycled water pressures zones from the rest of the City, West Yost has included the Tracy Hills development in the future recycled water system evaluation because it will be served by pipelines, tanks, and booster pump stations in other pressure zones which need to be sized to account for the demands in Tracy Hills. Including the Tracy Hills development in the buildout hydraulic model evaluation ensures that the City's buildout recycled water system is integrated and sufficient to serve the recycled water demands of the entire City (including Tracy Hills). Because planning for future phases of Tracy Hills is subject to change, the sizing of any future water system improvements to serve Tracy Hills should be confirmed based on the latest development plans and associated water demand projections.

9.2 DESCRIPTION OF EXISTING RECYCLED WATER SYSTEM

This section provides a summary of the City's existing recycled water system facilities. Construction of the City's recycled water distribution system began in 2018. Currently, the recycled water distribution system consists of the Zone A booster pump station (Zone A BPS) at the City's Wastewater Treatment Plant, and approximately 7.6 miles of 30-inch diameter and 24-inch diameter transmission mains on the north and west side of the City, as shown on Figure 9-1. Additional details regarding each facility are presented below.

9.2.1 Wastewater Treatment Plant

The City's WWTP is located on Holly Drive, just north of the I-205 freeway as shown on Figure 9-1. The WWTP currently has a permitted average dry weather flow treatment capacity of 10.8 mgd. The WWTP treats domestic and industrial wastewater using a combination of primary clarification, an advanced activated sludge process with anoxic denitrification, tertiary filtration, and chlorination. The chlorinated effluent meets Title 22 requirements for recycled water use for landscape irrigation and other non-potable uses.

9.2.2 Booster Pump Stations

The City currently has one recycled water booster pump station, as shown on Figure 9-1. The Zone A BPS is located at the WWTP, and supplies water from the post-aeration basin to the recycled water distribution system. Table 9-1 presents a summary of the existing recycled water booster pump station with key characteristics such as design capacity and number of booster pumps.

Table 9-1. Existing Recycled Water Booster Pump Station

Booster Pump Station Name	Location	Year Installed	Pump 1, gpm	Pump 2, gpm	Pump 3, gpm	Pump 4, gpm	Pump 5, gpm	Rated Capacity[(a)], gpm	Firm Capacity[(b)], gpm	Firm Capacity[(b)], mgd
Zone A[(c)]	WWTP	2019	1,736	1,736	1,736	1,736	1,736	8,680	6,944	10.0

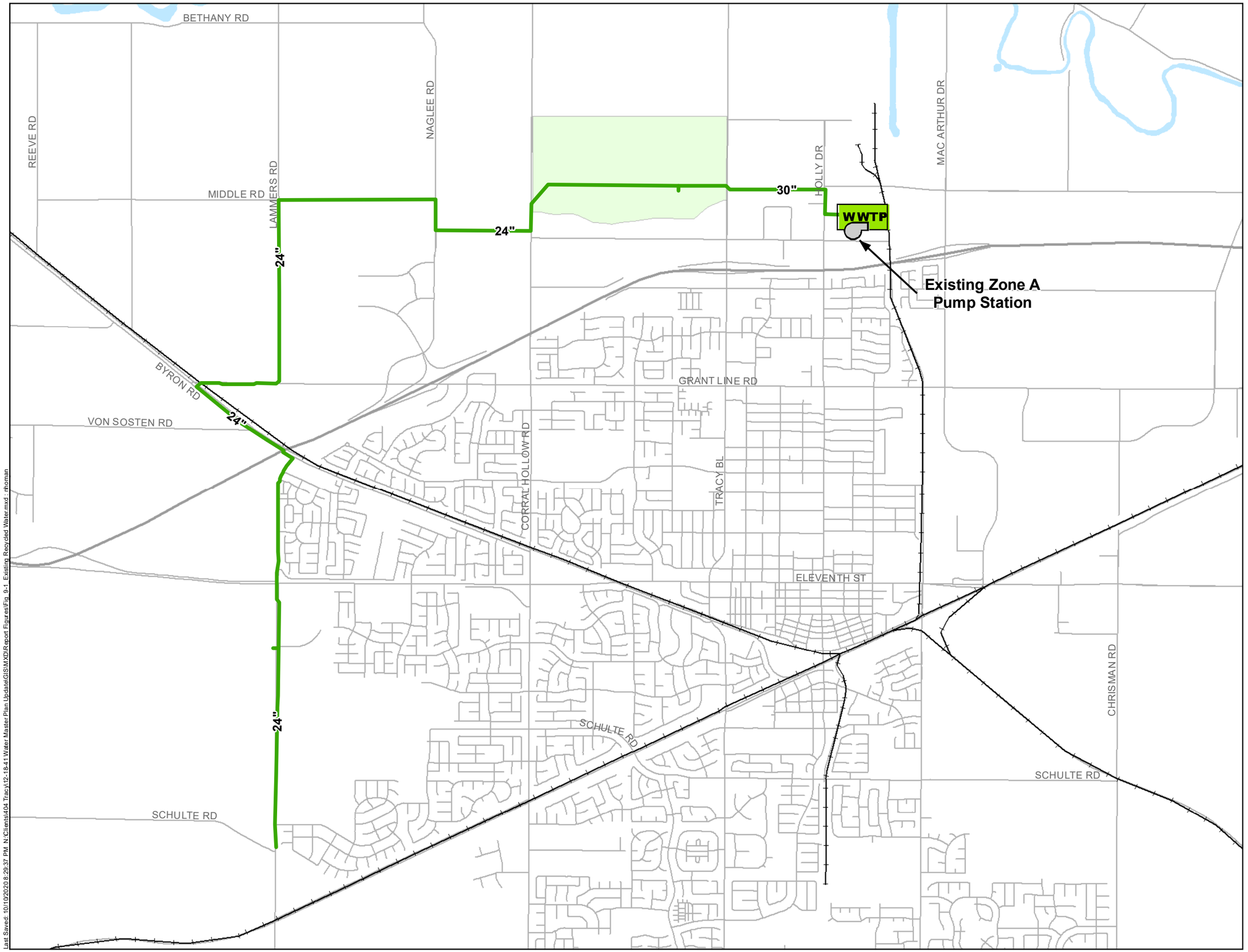
(a) Maximum pumping capacity of entire pump station.
(b) Assumes that the largest booster pump at the pump station is offline.
(c) Pumps are equipped with variable frequency drives.

9.2.3 Pressure Zone Boundaries

The City's existing recycled water system consists of a single pressure zone, Zone A. Pressure zone boundaries at buildout of the recycled water system are discussed in *Section 9.4.2 Pressure Zone Recommendations*.

9.2.4 Transmission and Distribution Pipelines

The City's existing recycled water transmission system pipeline network is shown on Figure 9-1. The only recycled water pipelines currently in service are 7.6 miles of 30-inch diameter and 24-inch diameter transmission mains from the WWTP west to Lammers Road and south to Kimball High School.



Last Saved: 10/19/2020 8:29:37 PM N:\Clients\404 Tracy\12-19-41 Water Master Plan Update\GIS\MXD\Report Figures\Fig. 9-1 Existing Recycled Water.mxd - rhoman

Notes:
1. The City's recycled water hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
2. Existing recycled water pipelines which are not yet in service are not shown.

Figure 9-1

Existing Recycled Water System Facilities

City of Tracy
Water System Master Plan Update

Recycled water distribution pipelines have also been installed by developers in several future service areas, including Cordes Ranch, Ellis Specific Plan Phase 1, and Tracy Hills Phase 1. However, because no source of recycled water is currently available in these areas, these pipelines are currently connected to the potable water system via backflow prevention devices and are delivering potable water to serve irrigation demands. Once recycled water service is extended to these areas, the recycled water mains will be connected to the recycled water system and the temporary connections to the potable water system will be removed.

9.2.5 SCADA System

The Zone A BPS is integrated into the City's SCADA (Supervisory Control and Data Acquisition) system for the WWTP. This integration provides for remote operation and monitoring of the Zone A BPS, as well as automated shut down of the pump station if chlorinated effluent from the WWTP does not meet Title 22 standards at a given time.

9.3 EXISTING RECYCLED WATER DEMANDS

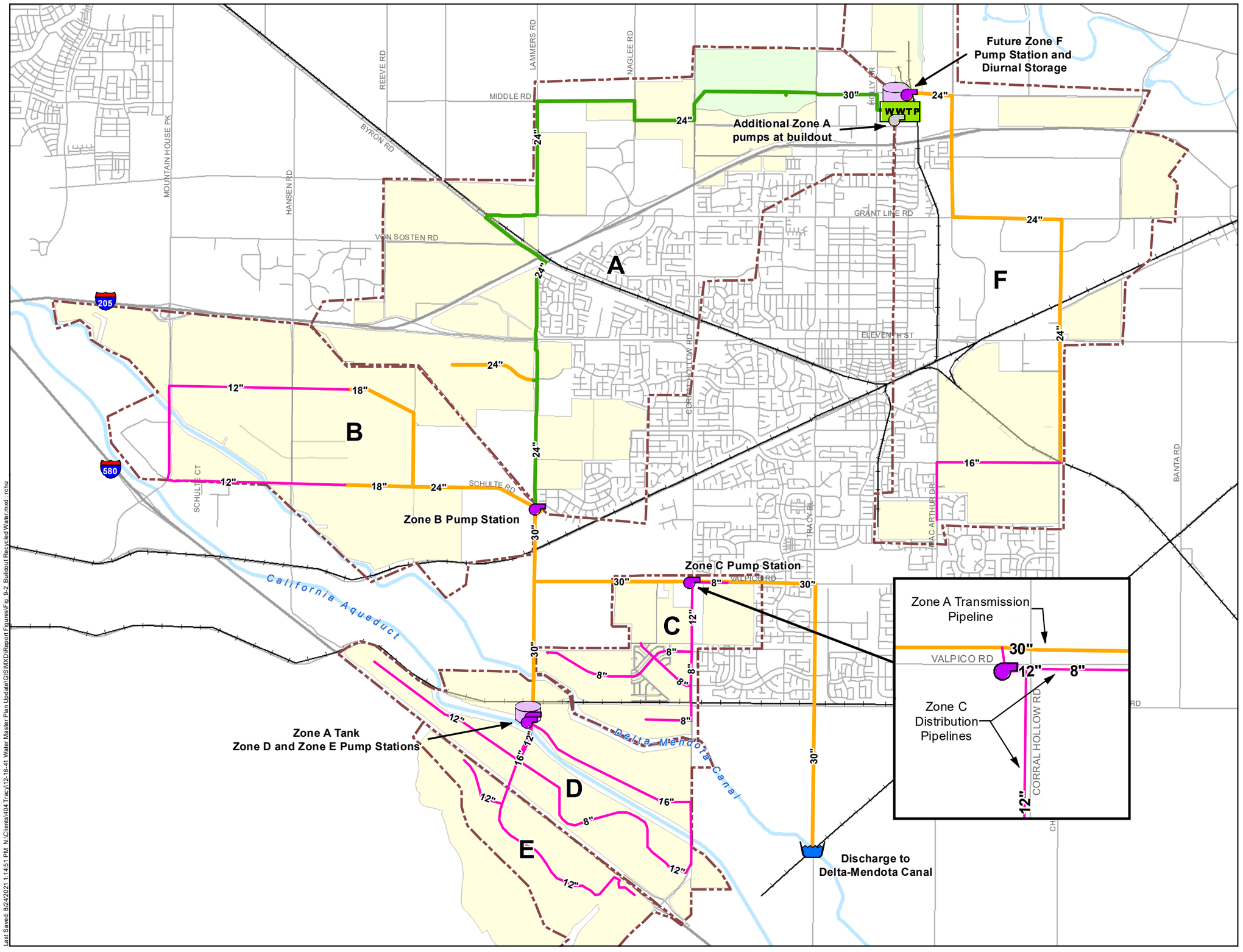
The City's only active recycled water service connection is the Legacy Fields sports complex.

9.4 RECOMMENDED BUILDOUT RECYCLED WATER SYSTEM

The City intends to expand the existing recycled water system to serve non-potable water demands to most future development areas, help offset some existing potable water irrigation demands, and reduce treated effluent discharges to Old River. One integrated recycled water system is proposed and will serve and distribute recycled water throughout the entire SOI.

In addition to serving non-potable water demands, the future recycled water system must also be capable of delivering recycled water to the DMC for the City's proposed Recycled Water Exchange Program with the USBR. As discussed in Chapter 5, this exchange agreement would allow the City's recycled water to be discharged to the DMC and a like amount of raw water to be diverted from the DMC by the City for treatment at the JJWTP for potable use. This exchange agreement is an essential part of the City's projected future water supply portfolio. Future recycled water system infrastructure was sized to account for the additional flow which must be conveyed through the recycled water system from the WWTP to the DMC. It should be noted that the quantity of recycled water required for the exchange agreement is assumed to be up to about 9,000 af/yr. This is higher than the exchange amount assumed in the City's 2020 UWMP and described in Chapter 4 (7,500 af/yr), and reflects an approximate upper bound for the recycled water exchange program. Subsequent revisions to the projected potable water demand and/or the water supply availability and reliability assumptions may change the required quantities and timing of the proposed Recycled Water Exchange Program.

Recommendations for the buildout recycled water system were developed based on previous studies of the recycled water system, projected recycled water demands, the requirements of the planned recycled water exchange program, and the recycled water system performance criteria. A hydraulic model was used to confirm that these recommendations meet the City's recycled water system performance criteria described in Chapter 6. The recommended buildout recycled water system is shown on Figure 9-2.



Notes:
1. Pressure Zones represent approximate boundaries.
2. The City's recycled water hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
3. Existing recycled water pipelines which are not yet in service are shown as future pipelines.

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Figure 9-2

Buildout Recycled Water System Facilities

City of Tracy
Water System Master Plan Update

9.4.1 Future Recycled Water Demand Areas

The demand areas to be served by the future recycled water system are shown on Figure 9-2. For this Citywide WSMP Update, the following assumptions were made regarding the areas served by the recycled water system:

- Most large development projects located on the west side of the City will be served by the recycled water system by 2025, except for Cordes Ranch, West Side Industrial, and Tracy Hills.
- Recycled water service will be extended to Cordes Ranch, West Side Industrial, and Tracy Hills by 2040; it is expected that this will occur after 2025, but much sooner than 2040.
- Future recycled water service areas on the east side of the City (East Side Industrial, Chrisman Road, UR 1, and Rocha), will be served by a separate recycled water transmission main which will not be constructed until after 2040.
- Recycled water service will not be extended to developments in the following areas due to the isolated locations and relatively small individual potential recycled water demands within them:
  - I-205 Corridor Specific Plan
  - Industrial Areas Specific Plan
  - Northeast Industrial Specific Plan
  - Berg Road Subdivision
  - Berg/Byron Remainder
  - Other small, approved projects (refer to Table 3-1, footnote (f) for the full list)
  - Miscellaneous Infill
- Only a small number of existing parks and irrigated areas located close to the recycled water transmission main alignments will be converted to recycled water service; it should be noted that the previously proposed Gateway Exchange Program, under which recycled water service would be extended to most existing parks and large irrigated areas in the City to offset potable water demands from the Gateway development (now called Westside), is no longer being considered.

9.4.2 Pressure Zone Recommendations

The proposed recycled water pressure zones developed in the 2012 WSMP mimicked the potable water distribution system pressure zones. However, the recent Recycled Water Optimization Evaluation[1] (Optimization Study) recommended adjustments to the proposed pressure zones to minimize parallel pipelines and reduce the cost of the system. The recycled water pressure zones proposed in this WSMP Update are generally consistent with those recommended in the Optimization Study:

- Zone A will extend west and south from the City's WWTP to Schulte Road and the western boundary of the Westside Specific Plan. The existing 30-inch diameter and 24-inch diameter transmission main on the north side of the City and in Lammers Road will serve Zone A.
- Zone B will extend west from the western boundary of Zone A, and will include Cordes Ranch, Westside Industrial Area, and portions of the Westside Specific Plan. It will be served by a 24-inch diameter transmission main in Schulte Road.
- Zone C will include the Ellis Specific Plan, Avenues, Tracy Village, UR 10, and SWP & Valpico service areas. Due to the relatively small demands from these areas and the compact nature of this pressure zone, no pipelines greater than 12-inch diameter are recommended to serve it.
- Zones D and E will be located southwest of the DMC and will exclusively serve Tracy Hills. Each pressure zone will be served by dedicated 12-inch and 16-inch diameter distribution mains. Because the elevation and configuration of the Tracy Hills development favors a pressure zone break where Interstate 5 crosses the property, the Tracy Hills pressure zones have not been adjusted from the pressure zones recommended in the 2000 Tracy Hills Master Plan.
- Zone F will extend east and south from the City's WWTP to include the recycled water service areas on the east side of the City. This pressure zone will be served by a 24-inch diameter and 16-inch diameter transmission main. This pressure zone was not included in the Optimization Study, which only considered the recycled water system for the west side of the City. The 2012 WSMP assumed that the east side developments would be served by the same pressure zone(s) as the west side developments. However, because the east side backbone transmission main is no longer planned to connect to the rest of the system, it is recommended that the east side developments be served by a separate pressure zone with a hydraulic grade selected to better serve the specific elevation range of the east side service area. This will require the construction of a separate booster pump station at the WWTP dedicated to serving Zone F.

The proposed ground elevation ranges and the modeled hydraulic grade ranges for each pressure zone are presented in Table 9-2.

[1] "Recycled Water Optimization Evaluation", CH2M Hill Engineers, Inc, January 2017.

Table 9-2. Recycled Water Distribution Pressure Zones			
Pressure Zone	Nominal Hydraulic Grade, ft	Expected Range of Service Elevations, ft	Static Pressure Range, psi
A	375	10 - 91	122 - 157
B	410	105 - 230	77 - 131
C	360	100 - 185	75 - 112
D	470	209 - 310	69 - 112
E	550	305 - 400	64 - 105
F	264	19 - 96	72 - 105
psi = pounds per square inch			

Ground elevations and hydraulic grades were chosen to provide a system pressure range of 60 psi to 100 psi where possible, as defined in the recycled water system evaluation criteria. The nominal hydraulic grades shown in Table 9-2 are based on the design head of existing pumps (Zone A), planned pumps (Zone B), or on the pump design head necessary to maintain a minimum of 60 psi service pressure within the pressure zone under peak hour conditions (all other zones). Nominal hydraulic grade was calculated at the pump discharge. Because of friction losses in the distribution system during operations, system pressure near the pump stations can exceed 100 psi. The highest expected pressure in the proposed recycled water system is 178 psi on the discharge side of the Zone A BPS.

9.4.3 Allocation of Future Recycled Water Demands

The projected recycled water demands were previously discussed in Chapter 4. The maximum day and peak hour peaking factors were also presented previously in Chapter 4 and are summarized below in Table 9-3.

Table 9-3. Recycled Water Demand Peaking Factors	
Parameter	Value
Maximum Month Demand, percent of annual demand[(a)]	17.6%
Maximum Day Peaking Factor[(b)]	6.4
Peak Hour Peaking Factor[(c)]	7.0
(a) Based on 2017 monthly potable water use for dedicated landscape irrigation accounts.	
(b) Multiply the average day demand times the peaking factor to obtain maximum day demand. Maximum Day Demand Peaking Factor = Maximum Month Demand (percent) / 30 days x 365 x (24/8).	
(c) Multiply the average day demand times the peaking factor to obtain peak hour demand. Assumed to be 110 percent of Maximum Day Demand, refer to Chapter 4.	

Projected buildout recycled water average day, maximum day, and peak hour demands (including existing demands) are summarized in Table 9-4. Additional detail of the projected average day recycled water demands at buildout for each future development project by pressure zone (not including existing demands) is provided in Table 9-5.

Table 9-4. Buildout Recycled Water Demands by Pressure Zone

Pressure Zone	Average Day Demand[a]		Maximum Day Demand[b]		Peak Hour Demand[c]	
	gpm	mgd	gpm	mgd	gpm	mgd
Zone A	1,534	2.2	9,818	14.1	10,739	15.5
Zone B	876	1.3	5,605	8.1	6,131	8.8
Zone C	242	0.3	1,547	2.2	1,692	2.4
Zone D	388	0.6	2,484	3.6	2,717	3.9
Zone E	264	0.4	1,690	2.4	1,848	2.7
Zone F	620	0.9	3,968	5.7	4,340	6.2
Total	**3,924**	**5.7**	**25,112**	**36.2**	**27,466**	**39.6**

(a) Equal to existing water demands plus projected buildout water demands presented in Table 4-16.
(b) Maximum day demand is 6.4 times the average day demand.
(c) Peak hour demand is 7.0 times the average day demand.

9.4.4 Recycled Water Exchange Program Seasonality

For purposes of this Citywide Water System Master Plan Update, it has been assumed that the future recycled water system would be designed to deliver up to about 9,000 af/yr of recycled water to the DMC as part of the City's planned recycled water exchange agreement with the USBR. This is more than the 7,500 af//yr assumed in the City's 2020 UWMP and described in Chapter 4 of this Citywide Water System Master Plan Update, but reflects an approximate upper bound for the recycled water exchange program. Because recycled water demands from City customers vary significantly with the season, the time of year in which exchange recycled water is discharged to the DMC has a significant effect on the sizing of recycled water system facilities. For example, the volume of water the system can discharge to the DMC during a maximum day demand condition in the summer will be significantly less than the volume the system can discharge to the DMC in the winter, when recycled water demands are low.

It is assumed that the City will be able to optimize the timing of recycled water discharge to the DMC so that the majority of the exchange takes place in off-peak months. During a maximum day demand condition in a single dry year at buildout, it was assumed that the recycled water system would only have to deliver 4.1 mgd to the DMC. In a single dry year, the recycled water system should be capable of delivering as much as 13.8 mgd to the DMC on a winter day with negligible recycled water demands from City customers.

Table 9-5. Summary of Buildout Average Day Recycled Water Demands by Development Project[a,b]

Project or Development Area	Zone A		Zone B		Zone C		Zone D		Zone E		Zone F		Total	
	gpm	percent of total	gpm	percent of total	gpm	percent of total	gpm	percent of total	gpm	percent of total	gpm	percent of total	gpm	percent of total
UR 5 (Bright)	49.51	3.37%		0.00%		0.00%		0.00%		0.00%		0.00%	49.51	1.28%
UR 7 (Bright/Castro)	44.52	3.03%		0.00%		0.00%		0.00%		0.00%		0.00%	44.52	1.15%
Rocking Horse	6.26	0.43%		0.00%		0.00%		0.00%		0.00%		0.00%	6.26	0.16%
Tracy Village		0.00%		0.00%	98.28	40.67%		0.00%		0.00%		0.00%	98.28	2.55%
UR 1		0.00%		0.00%		0.00%		0.00%		0.00%	263.48	42.47%	263.48	6.83%
Ellis		0.00%		0.00%	66.93	27.70%		0.00%		0.00%		0.00%	66.93	1.74%
Avenues		0.00%		0.00%	12.01	4.97%		0.00%		0.00%		0.00%	12.01	0.31%
UR 10		0.00%		0.00%	45.42	18.80%		0.00%		0.00%		0.00%	45.42	1.18%
Tracy Hills		0.00%		0.00%		0.00%	388.09	100.00%	264.08	100.00%		0.00%	652.18	16.91%
Westside	271.46	18.50%		0.00%		0.00%		0.00%		0.00%		0.00%	271.46	7.04%
Cordes Ranch		0.00%	600.42	68.56%		0.00%		0.00%		0.00%		0.00%	600.42	15.57%
UR 4 (Bright Triangle)	61.87	4.22%		0.00%		0.00%		0.00%		0.00%		0.00%	61.87	1.60%
UR 3 (Sandhu)	254.46	17.34%		0.00%		0.00%		0.00%		0.00%		0.00%	254.46	6.60%
I-205 Expansion	79.63	5.43%		0.00%		0.00%		0.00%		0.00%		0.00%	79.63	2.06%
West Side Industrial		0.00%	254.51	29.06%		0.00%		0.00%		0.00%		0.00%	254.51	6.60%
East Side Industrial		0.00%		0.00%		0.00%		0.00%		0.00%	144.09	23.23%	144.09	3.74%
Larch-Clover	159.91	10.90%		0.00%		0.00%		0.00%		0.00%		0.00%	159.91	4.15%
Chrisman Road		0.00%		0.00%		0.00%		0.00%		0.00%	44.25	7.13%	44.25	1.15%
Rocha		0.00%		0.00%		0.00%		0.00%		0.00%	28.89	4.66%	28.89	0.75%
SWC Valpico & Corral Hollow		0.00%		0.00%	19.00	7.86%		0.00%		0.00%		0.00%	19.00	0.49%
Dobler/Maibes	9.01	0.61%		0.00%		0.00%		0.00%		0.00%		0.00%	9.01	0.23%
Holly Sugar Industrial		0.00%		0.00%		0.00%		0.00%		0.00%	55.99	9.03%	55.99	1.45%
Tracy Combined Cycle Power Plant		0.00%	20.88	2.38%		0.00%		0.00%		0.00%		0.00%	20.88	0.54%
Legacy Fields	246.68	16.81%		0.00%		0.00%		0.00%		0.00%		0.00%	246.68	6.40%
Parks RW Conversion (west side)	283.94	19.35%		0.00%		0.00%		0.00%		0.00%		0.00%	283.94	7.36%
Parks RW Conversion (east side)		0.00%		0.00%		0.00%		0.00%		0.00%	83.69	13.49%	83.69	2.17%
Total	**1,467.24**	**100%**	**875.81**	**100%**	**241.64**	**100%**	**388.09**	**100%**	**264.08**	**100%**	**620.39**	**100%**	**3,857.26**	**100%**

(a) Water demands shown are for new development only and do not include existing recycled water demands. See Appendix A for detailed demand calculations by project or development area.
(b) Water demands shown include UAFW.

9.4.5 Seasonal and Diurnal Storage Facilities

The projected average monthly demands and available flow from the City's WWTP are summarized in Table 9-6. As shown in the table, there will be an excess amount of recycled water available from the Holly Drive WWTP in all months and therefore seasonal storage is not required.

Table 9-6. Projected Buildout Recycled Water Supply and Demand

Month	Available Wastewater Flow[(a)], af	Recycled Water Demand, af[(b)]	Exchange Program Discharge to DMC, af[(c)]	Remaining Amount, af[(d)]
January	1,501	70	1,154	277
February	1,356	44	1,186	127
March	1,501	50	1,074	378
April	1,453	213	886	355
May	1,501	515	776	210
June	1,453	910	519	24
July	1,501	1,103	376	22
August	1,501	935	447	119
September	1,453	1,112	322	19
October	1,501	793	537	171
November	1,453	437	778	238
December	1,501	148	895	458
Total	**17,676**	**6,329**	**8,947**	**2,400**

(a) Based on Average Dry Weather Flow value of 15.78 mgd received from Carollo by e-mail on June 9, 2020.
(b) Monthly recycled water demand distribution based on 2017 City irrigation water use pattern.
(c) Monthly discharge to DMC based on availability of wastewater and the capacity of the proposed recycled water system facilities.
(d) Remaining Amount = Available Wastewater Flow - (Recycled Water Demand + Exchange Program Discharge)

Diurnal storage tanks were sized based on the volume of storage needed to supply peak hour demands and to reduce the required size of recycled water pump stations and pipelines. It is recommended that the City construct a 5.7 MG recycled water storage tank just north of the California Aqueduct on Lammers Road. The location of this tank is consistent with that recommended in the Optimization Study. This tank will supply Zone A via gravity, and Zones D and E via pumping, during the 8-hour irrigation period. It is recommended that the City construct the Zone A Tank before other recycled water storage facilities. The Zone A Tank should meet the City's recycled water storage requirements through 2040.

An additional 2.6 MG of diurnal storage may be needed at the WWTP at buildout. This value may change depending on the actual WWTP effluent diurnal flow. It is recommended that the City re-evaluate the required diurnal storage at the WWTP by performing a diurnal flow study in 2040. Table 9-7 summarizes the recommended distribution of diurnal storage in the buildout recycled water system.

Table 9-7. Diurnal Storage Distribution	
Storage Location	Storage Volume, MG
Diurnal Storage at WWTP	2.6[(a)]
Zone A Tank	5.7
Total	**8.3**

(a) Volume may be reduced depending on Holly Drive WWTP effluent recycled water diurnal flow rate. May go to zero if low flow period exceeds combined Zones A and F maximum pumping rate.

9.4.6 Booster Pump Stations

As the recycled water system develops, additional booster pump stations will be required to move water from Zone A into higher pressure zones, and to pump water from the WWTP into Zone F. With the exception of the Zone C BPS, the locations of the recommended booster pump stations are based on the Optimization Study, which modified the booster pump station recommendations in the 2012 WSMP.

The Zone A BPS will require an additional 3,472 gpm of pumping capacity at buildout. It was assumed that this will be provided by two new pumps with characteristics similar to those of the existing pumps.

The recommended location of the Zone C BPS was moved from Lammers Road to the corner of Valpico Road and Corral Hollow Road. The Zone C BPS cannot be located on the west side of the Ellis Specific Plan, as the headloss through the existing and planned 8-inch diameter pipes in the Ellis would be too great to maintain 60 psi residual pressure in the majority of Zone C. Assuming that the DMC transmission pipeline will be constructed in Valpico Road and Tracy Boulevard (see *9.2.6 Recycled Water Pipeline Alignment* below), it is recommended that the Zone C BPS be located at the corner of Valpico Road and Corral Hollow Road so as to draw water from this transmission pipeline. If the Alternative B alignment is selected for the DMC transmission pipeline, the Zone C BPS could be constructed at the intersection of Corral Hollow Road and Linne Road instead. If the Alternative C alignment is selected for the DMC transmission pipeline, the Zone C BPS could be constructed in several locations, but additional Zone A or Zone C pipelines would need to be constructed to connect Zone C to the rest of the system.

The Tracy Hills Master Plan recommended that both the Zone D and Zone E booster pump stations be constructed adjacent to the Tracy Hills storage tank, instead of having the Zone E BPS constructed as a booster station in Zone D. West Yost concurs with this recommendation, and the logic behind this is three-fold. First, the distribution system is small enough so that the additional pipeline length is not substantial. Second, an emergency pressure reducing valve station was proposed so that some reduced flow could be delivered to Zone D through Zone E, if necessary. Third, having both pump stations at the same location makes it easier for the City to operate and maintain these pump stations.

A summary of the proposed booster pump station design characteristics is shown in Table 9-8.

Table 9-8. Recycled Water Distribution System Pump Station Design Criteria		
Pump Station	Design Flow Rate, gpm[a]	Design Total Dynamic Head, feet
Zone A	12,152[b]	362
Zone B	5,780[c]	181
Zone C	1,700[c]	125
Zone D	2,700[c]	225
Zone E	2,000[c]	305
Zone F	4,400[c]	250

(a) Total pump station capacity assumes all pumps at pump station are in service.
(b) Pump station capacity required to fill Zone A Tank and supply exchange water to Delta Mendota Canal during a maximum day. Assumes two new pumps with properties similar to existing pumps are installed by buildout.
(c) Based on peak hour demands.

These proposed booster pump stations should supply a minimum design pressure of 60 psi in all zones to meet the design criteria described in Chapter 6.

9.4.7 Recycled Water Pipeline Alignments

Where possible, future recycled water pipeline alignments were based on existing recycled water pipelines which have been constructed but are not yet in service, or on planned recycled water pipelines for near-term developments. The alignment of the future Zone A transmission pipeline in Lammers Road is consistent with the Optimization Study, as is the alignment of the Zone B transmission pipeline in Schulte Road. It is expected that the alignment of these pipelines when constructed will not differ significantly from Figure 9-2. However, the alignment of the DMC exchange program transmission pipeline and the Zone F transmission pipeline may vary from the alignments shown on Figure 9-2.

Three alignment alternatives were considered for the DMC exchange pipeline, as illustrated on Figure 9-3. It should be noted that all three alignments assume that the discharge of recycled water to the DMC will be required to occur downstream of the City's JJWTP intake per initial discussions with the SWRCB and the USBR. Alternative (shorter) pipeline alignments may be possible if the location for the discharge of recycled water to the DMC can be relocated to a location upstream of the City's JJWTP intake.

The three alignment alternatives are described as follows:

- The Alternative A pipeline would tie into the Zone A transmission pipeline in Lammers Road at the intersection of Lammers Road and Valpico Road. It would consist of approximately 23,700 feet of pipeline constructed in Valpico Road, Corral Hollow Road, Linne Road, and Tracy Boulevard. The Alternative A pipeline would be Zone A. Although Alternative A is the longest of the three alignment alternatives, the entire alignment for Alternative A is within existing streets.

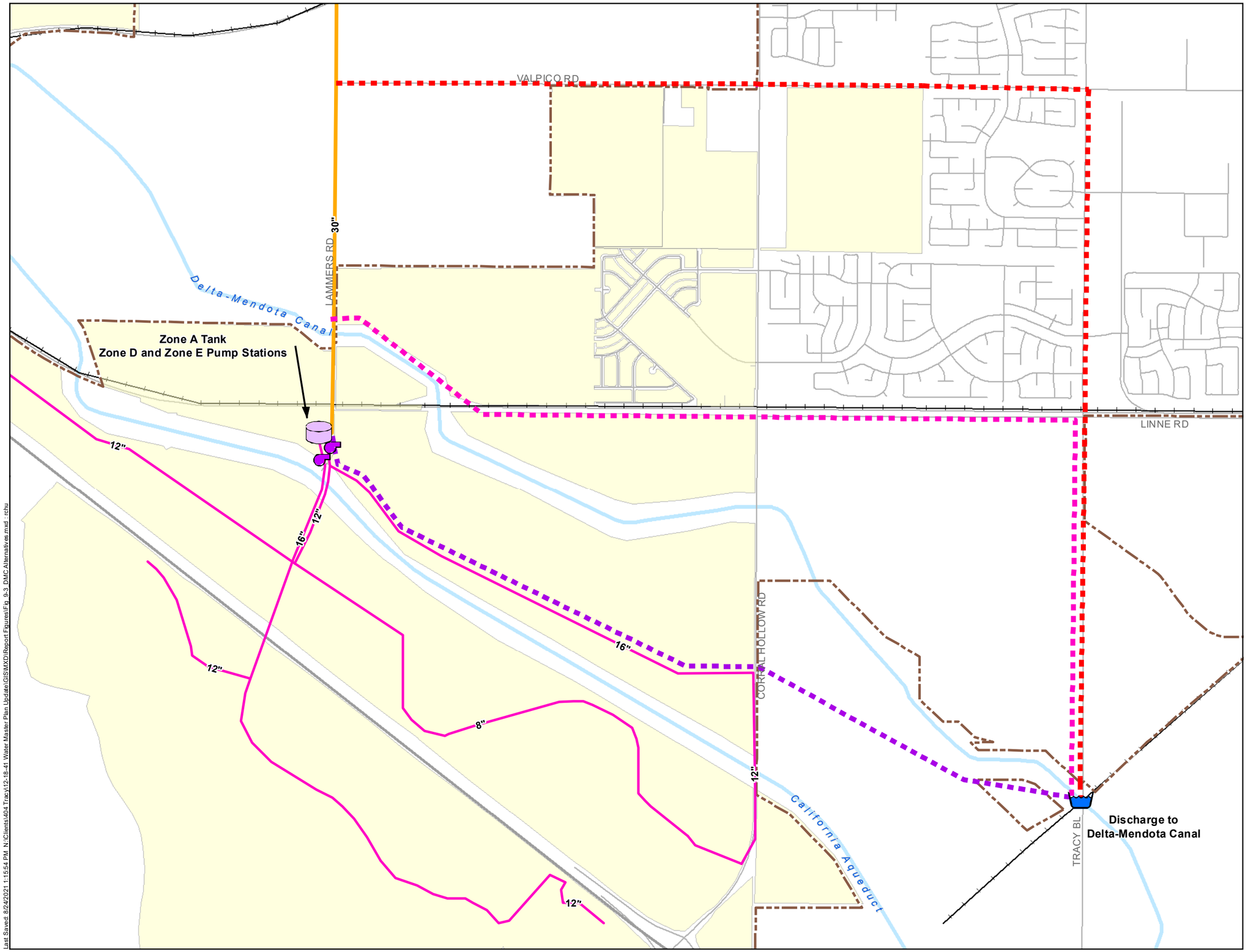
- The Alternative B pipeline would tie into the Zone A transmission pipeline in Lammers Road just north of the DMC, and would consist of approximately 19,100 feet of pipeline running along the south edge of the Ellis Specific Plan, in Linne Road, and in Tracy Boulevard. The Alternative B pipeline would be Zone A. Part of the alignment for Alternative B is along the south edge of the Ellis Specific Plan, not within an established right-of-way, and may require an easement.
- The Alternative C pipeline would be supplied directly from the Zone A reservoir, and would consist of approximately 14,200 feet of pipeline running through Tracy Hills Phase 5 and land currently used for mining. Alternative C may require a dedicated pump station to ensure sufficient head in the exchange pipeline for discharge to the DMC. Part of the alignment for Alternative C is not within an established right-of-way and passes through a quarry, which may require an easement and possibly difficult construction conditions.

For this WSMP Update, it was assumed that Alternative A will be selected as it follows existing street alignments and therefore would likely be the most straight-forward in terms of design and construction, although it is the longest of the three pipeline alignment alternatives. Because it is the longest alignment it is also the most conservative alternative for budgeting purposes.

Similarly, the alignment of the Zone F transmission pipeline depicted on Figure 9-2 was selected to provide a conservative cost estimate. It is recommended that detailed pipeline alignment alternative studies be conducted before either the DMC exchange program transmission pipeline or the Zone F transmission pipeline are constructed.

9.4.8 Recycled Water Pipeline Sizes

The proposed recycled water backbone distribution system pipelines range in size from a minimum of 8-inch diameter to a maximum of 30-inch diameter. A Hazen-Williams friction "C" factor of 130 was used in the hydraulic model. This "C" factor was used for PVC pipelines (16-inch diameter or smaller) and lined ductile iron or steel pipelines (24-inch diameter or larger). Pipeline diameters were based on those recommended in the optimization study, with adjustments to meet the system performance criteria outlined in Chapter 6.



Symbology

- Future Booster Pump Station
- Future Storage Tank
- Delta Mendota Canal Discharge Point
- Future Distribution Pipeline (Diameter ≤ 16 inches)
- Future Transmission Pipeline (Diameter > 16 inches)

Delta Mendota Canal Pipeline Alternatives

- A
- B
- C
- Future Recycled Water Use Area
- Sphere of Influence

Notes:
1. Future facilities for Zone C not shown on this figure, as the configuration of this zone is dependent on the Delta Mendota Canal pipeline alternative selected for construction.

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Figure 9-3

DMC Exchange Pipeline Alternatives

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Water System Master Plan Update

Last Saved: 8/24/2021 11:55:54 PM N:\Clients\404 Tracy\12-18-41 Water Master Plan Update\GIS\MXD\Report Figures\Fig. 9-3. DMC Alternatives.mxd : rchu

9.5 RECYCLED WATER SYSTEM CRITERIA

Evaluation of the proposed Citywide recycled water distribution system utilizes criteria that are different from the criteria used to evaluate the potable water system. The proposed evaluation criteria developed for the recycled water system are described in Chapter 6. In summary, because maximum day recycled water demands typically occur during approximately an eight hour per day period between 10:00 pm and 6:00 am (instead of the typical 24-hour period of the potable water system), and peak hour demands are only slightly greater than maximum day demands as described in Chapter 4, recycled water pipeline water velocity must be lower than in potable water systems to help reduce energy/power costs, thus lowering operational costs.

As described in Chapter 6, the desired recycled water system delivery pressure ranges from a minimum of 60 psi to a maximum of 100 psi. Recycled water pipeline water velocity must be less than 10 feet per second (fps) to avoid potential damage to pipelines, and velocity less than 6 fps is preferred. Pipeline velocities greater than 6 feet per second would cause excess friction pressure loss and would require larger pump station power requirements and greater pipeline pressure near the pump stations.

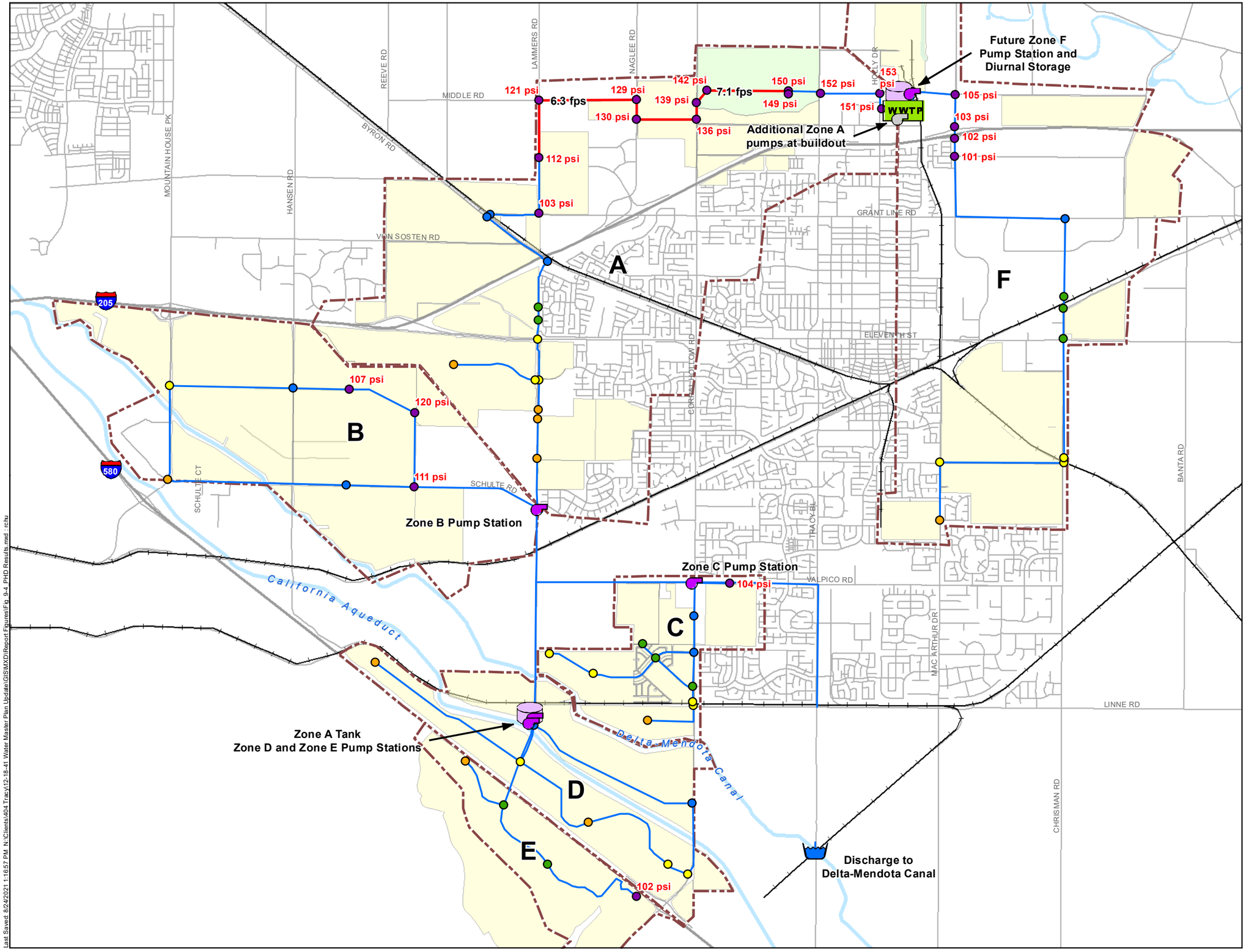
9.6 RECYCLED WATER SYSTEM EVALUATION RESULTS

Typical recycled water systems must deliver the greatest flow during a peak hour demand condition, which coincides with the middle of an assumed 8-hour irrigation period. However, due to the planned recycled water exchange program, in some portions of the City's planned recycled water system, the flow during the remaining 16 hours of the day (the "fill period") may exceed that of the peak hour. Therefore, the City's recycled water hydraulic model was used to evaluate the buildout recycled water system under peak hour demand and fill period conditions.

9.6.1 Peak Hour Demand Scenario

During a peak hour demand scenario, evaluation results indicate that the buildout recycled water system could adequately deliver peak hour demands to meet the City's minimum pressure criterion of 60 psi at all existing and future recycled water service locations as illustrated on Figure 9-4. It should be noted that many locations in the recycled water system will experience pressures greater than 100 psi during a peak hour demand condition; the pressures at these locations are labeled on Figure 9-4. Some locations in Zone A near the WWTP may experience pressures as high as 153 psi, during a peak hour demand condition and even higher pressures during tank fill periods as described below. Service connections in these areas should be fitted with individual PRVs as needed.

As illustrated on Figure 9-4, some of the existing Zone A transmission pipelines will experience velocities exceeding 6 fps during a peak hour demand condition. However, the velocity in these pipelines is well below the maximum allowable velocity of 10 fps, and therefore no mitigation is recommended.



Symbology

Peak Hour Pressure

- Less than 60 psi
- 60 psi to 70 psi
- 70 psi to 80 psi
- 80 psi to 90 psi
- 90 psi to 100 psi
- Greater than 100 psi

Pipeline Velocity

- Velocity ≤ 6 fps
- Velocity > 6 fps

Proposed Future Facilities

- Future Booster Pump Station
- Future Storage Tank
- Delta Mendota Canal Discharge Point

Existing System Facilities

- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Legacy Fields
- Future Recycled Water Use Area
- Recycled Water Pressure Zone

Notes:
1. Pressure Zones represent approximate boundaries.
2. The City's recycled water hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
3. Pressures not shown for locations with no expected recycled water services.

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Figure 9-4

Buildout Recycled Water Peak Hour Demand

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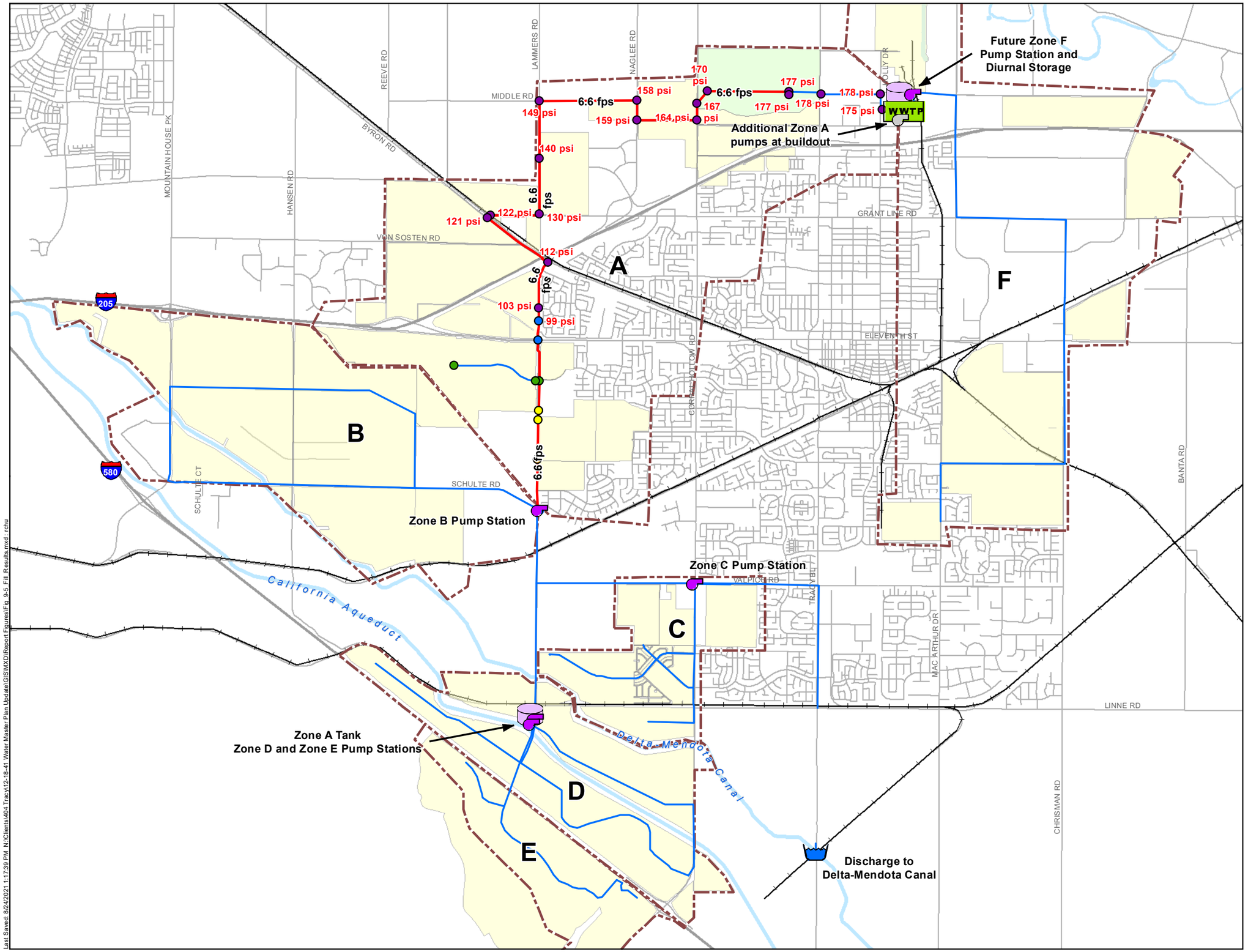
Last Saved: 8/24/2021 1:16:57 PM N:\Clients\404 Tracy\12-18-41 Water Master Plan Update\GIS\MXD\Report Figures\Fig. 9-4 PHD Results.mxd - rchu

9.6.2 Fill Period Scenario

During a fill period on a maximum demand day, results indicate that the buildout recycled water system could adequately re-fill the Zone A Tank while supplying 4.1 mgd to the DMC for the recycled water exchange program. As shown on Figure 9-5, some locations in the recycled water system will experience pressures greater than 100 psi during a fill period; some locations in Zone A near the WWTP may experience pressures as high as 178 psi. The pressures at these locations are labeled on Figure 9-5. Service connections in these areas should be fitted with individual PRVs as needed.

The feasibility of operating the planned Zone B Pump Station as an in-line booster station to assist in refilling the tank and supplying the DMC during the maximum day fill period was investigated. If feasible, this would reduce the high pressures in Zone A near the WWTP. However, the planned capacity of the Zone B Pump Station is insufficient to supply the required flow and therefore cannot reduce the high pressures in Zone A.

As illustrated on Figure 9-5, some of the existing Zone A transmission pipelines will experience velocities exceeding 6 fps during a fill period. However, the velocity in these pipelines is well below the maximum allowable velocity of 10 fps, and therefore no mitigation is recommended.



Symbology

Zone A Pressure

- Less than 60 psi
- 60 psi to 70 psi
- 70 psi to 80 psi
- 80 psi to 90 psi
- 90 psi to 100 psi
- Greater than 100 psi

Pipeline Velocity

- Velocity ≤ 6 fps
- Velocity > 6 fps

Proposed Future Facilities

- Future Booster Pump Station
- Future Storage Tank
- Delta Mendota Canal Discharge Point

Existing System Facilities

- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Legacy Fields
- Future Recycled Water Use Area
- Recycled Water Pressure Zone

Notes:
1. Pressure Zones represent approximate boundaries.
2. The City's recycled water hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
3. Pressures shown for Zone A service locations only.

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Figure 9-5

Buildout Recycled Water Fill Period

City of Tracy
Water System Master Plan Update

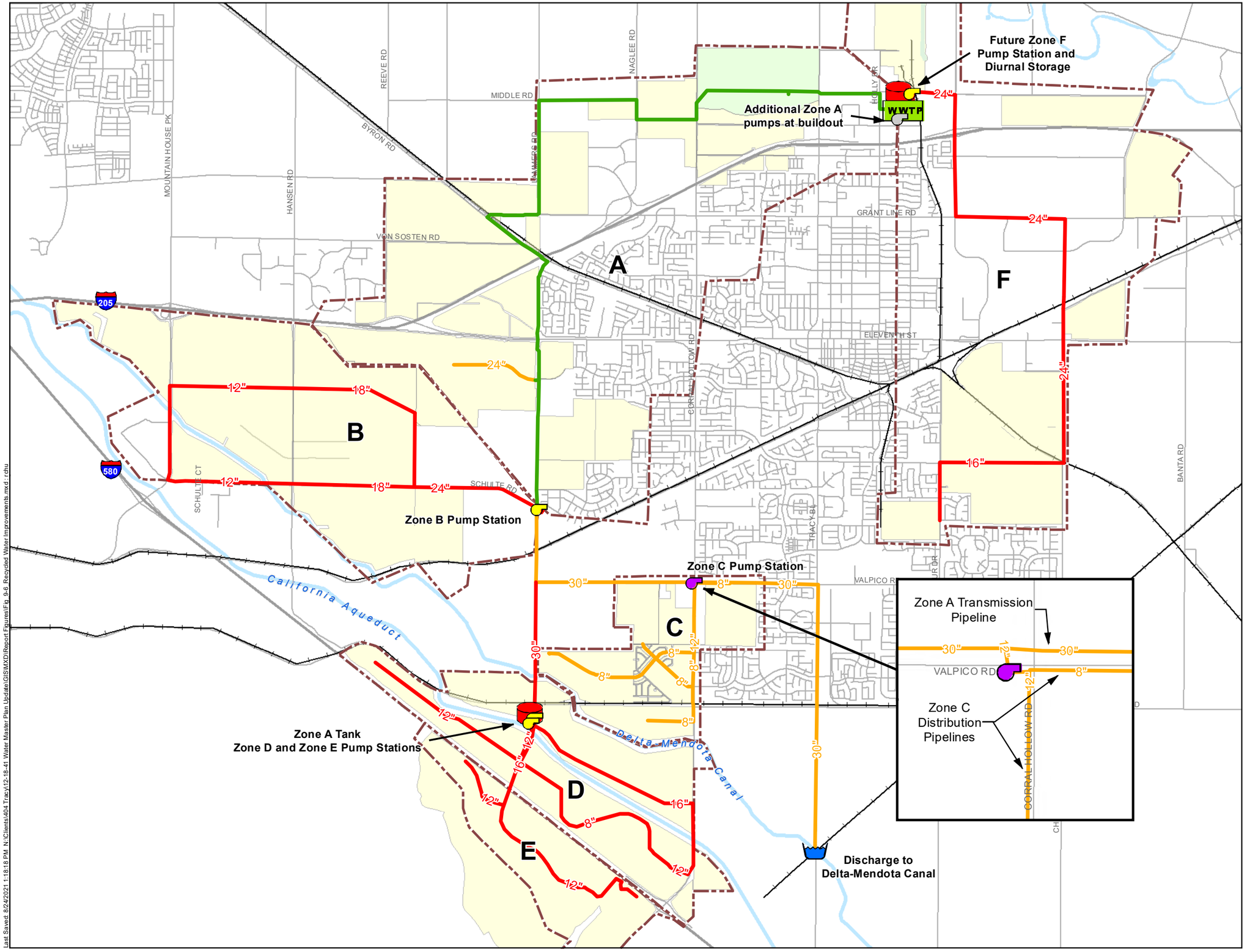
Last Saved: 8/24/2021 1:17:39 PM N:\Clients\404 Tracy\12-18-41 Water Master Plan Update\GIS\MXD\Report Figures\Fig. 9-5 Fill Results.mxd : rahu

9.7 SUMMARY OF RECOMMENDED FUTURE RECYCLED WATER SYSTEM IMPROVEMENTS

The recommended backbone recycled water system improvements required to serve future recycled water demands and the recycled water exchange program are summarized below and illustrated on Figure 9-6. It should be noted that these recommendations only identify facility improvements at a master plan level and do not necessarily include all required on-site infrastructure nor constitute design of improvements. Subsequent detailed design is required to determine the exact sizes and final locations of these proposed facility improvements.

Because the City's recycled water program is still in its infancy, many planning factors used to size the system were based on industry averages or standard practice, due to the lack of data specific to the City of Tracy. As the recycled water system continues to expand and serve more customers, and as more data becomes available, the recommendations in this chapter should be periodically reviewed and revised to better fit the needs of the City's recycled water use profile.

It should also be noted that the future hydraulic model is not an "all pipes" model (i.e., not all smaller diameter pipelines are included); therefore, the hydraulic simulations performed as discussed above may not identify all necessary water system improvements. Consequently, it is recommended that further hydraulic evaluations be performed as additional details are provided for each future development project.



Symbology

Proposed Buildout Facilities

- Buildout Booster Pump Station
- Future Storage Tank
- Buildout System Pipeline

Proposed 2025 Facilities

- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta Mendota Canal Discharge Point

Existing System Facilities

- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing Transmission Pipeline (Diameter >16 inches)
- Legacy Fields
- Future Recycled Water Use Area
- Recycled Water Pressure Zone

Notes:
1. Install a PRV on any service connection with peak hour or fill period pressures exceeding 100 psi.
2. Install SCADA system monitoring of flows and pressures at each new facility.

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Figure 9-6

Proposed Future Recycled Water System Improvements

City of Tracy
Water System Master Plan Update

Last Saved: 8/24/2021 1:18:18 PM N:\Clients\404 Tracy\12-18-41 Water Master Plan Update\GIS\MXD\Report Figures\Fig. 9-6 Recycled Water Improvements.mxd - rchu

9.7.1 2025 System Improvements

The recommended backbone recycled water system improvements required to serve 2025 recycled water demands are summarized below and shown on Figure 9-6. Planning and design for these improvements should be conducted so that these improvements can be constructed and operational by 2025.

9.7.1.1 Booster Pumping Facilities

- Zone C BPS: Install a new booster pump station with a minimum pumping capacity of 1,700 gpm.

9.7.1.2 Pipelines

- To serve 2025 recycled water demands, install approximately 33,810 linear feet of new pipelines ranging in diameter from 12 to 30 inches; included in these pipelines is the pipeline needed to discharge recycled water to the DMC as part of the recycled water exchange program (as described above, the exchange program is an essential part of the City's projected future water supply portfolio and should be implemented as soon as possible).
- To serve 2025 recycled water demands, install additional new pipelines of 16 inches in diameter or less within individual development projects; the total length of pipelines needed to serve 2025 recycled water demands is unknown, as not all 2025 development areas have detailed recycled water system infrastructure plans prepared.

9.7.1.3 Interconnections

- Install an individual PRV on any recycled water service connection with a peak hour or fill period pressure exceeding 100 psi.

9.7.1.4 SCADA System

- Install SCADA system monitoring of flows and pressures at each new water supply facility to provide operators with real-time system data and flexibility in system operations.

9.7.2 Buildout System Improvements

The recommended backbone recycled water system improvements required to serve buildout recycled water demands are summarized below and shown on Figure 9-6. Planning and design for these improvements should be conducted so that these improvements can be constructed and operational as soon as possible, as funding is available, so that recycled water supplies can be used to meet landscape irrigation and other non-potable water demands to minimize the use of potable water supplies for these uses.

9.7.2.1 Storage Facilities

Note: Because the actual dimensions of each proposed storage facility have not been determined, the storage facility sizes below do not include dead and freeboard storage requirements, which will be determined during design.

- Zone A Tank: Install a new storage tank with a minimum active storage capacity of 5.7 MG.
- WWTP Diurnal Storage: Install a new storage tank with a minimum active storage capacity of 2.3 MG; the need for this storage will depend on WWTP diurnal flow patterns, and it is recommended that the City re-evaluate the required diurnal storage at the WWTP by performing a diurnal flow study in 2040.

9.7.2.2 Booster Pumping Facilities

- Zone A BPS Expansion: Install additional Zone A booster pumps with a minimum pumping capacity of 3,472 gpm.
- Zone B BPS: Install a new booster pump station with a minimum pumping capacity of 5,780 gpm; note that it is expected this booster pump station will be constructed after 2025, but well before 2040.
- Zone D BPS: Install a new booster pump station with a minimum pumping capacity of 2,700 gpm.
- Zone E BPS: Install a new booster pump station with a minimum pumping capacity of 2,000 gpm.
- Zone F BPS: Install a new booster pump station with a minimum pumping capacity of 4,400 gpm.

9.7.2.3 Pipelines

- To serve buildout recycled water demands, install approximately 109,300 linear feet of new pipelines (in addition to the proposed 2025 pipelines) ranging in diameter from 12 to 30 inches.
- To serve buildout recycled water demands, install additional new pipelines of 16 inches in diameter or less within individual development projects; the total length of pipelines needed to serve buildout recycled water demands is unknown, as most buildout development areas do not have detailed recycled water system infrastructure plans prepared.

9.7.2.4 Interconnections

- Install an individual PRV on any recycled water service connection with a peak hour or fill period pressure exceeding 100 psi.

9.7.2.5 SCADA System

- Install SCADA system monitoring of flows and pressures at each new water supply facility to provide operators with real-time system data and flexibility in system operations.

CHAPTER 10
Recommended Capital Improvement Program

10.1 OVERVIEW

This chapter presents the recommended capital improvement program (CIP) for the City's existing and future potable water systems and proposed future recycled water system to support the City's projected future potable and recycled water demands, respectively. Recommended improvements to the existing and future potable water systems were described in Chapters 7 and 8, respectively. In addition, infrastructure recommendations for the proposed future recycled water system were described in Chapter 9. It should be noted that the recommended CIP only identifies improvements at a Master Plan level and does not necessarily include all required on-site infrastructure or constitute design of improvements. Subsequent detailed design is required to determine the exact sizes and locations of these proposed improvements.

This chapter provides a summary of the recommended capital improvement projects, along with estimates of probable construction costs. Probable construction cost estimates have been developed for each proposed improvement project, and will then allocated to existing rate payers and new development based on the need for and benefit provided by the proposed improvement. For example, the cost for a pipeline improvement to increase the fire flow availability in the existing potable water system will be allocated to existing rate payers, but a new pipeline required to serve buildout potable water demands will be allocated to new development. An additional analysis to evaluate the potential development impact fees that will be required to fund the buildout potable and recycled water system capital improvement costs will be provided in a separate memorandum.

Construction costs are presented in 2020 dollars and were developed based on bids from other municipal water facility design projects and standard cost estimating guides. Consistent with the 2012 WSMP, the total CIP cost includes mark-ups equal to 40 percent of the estimated base construction costs to allow for general contingency, design and planning, construction management, and program administration as listed below:

- General Contingency: 15 percent
- Design and Planning: 10 percent
- Construction Management: 10 percent
- Program Administration: 5 percent

For this Citywide Water System Master Plan Update, it is assumed that land for buildout potable and recycled water facilities, if required, will be acquired at $190,000 per acre. Costs for land acquisition will only be added to major facilities (e.g., tank sites), where a large parcel is required. Consequently, land acquisition costs do not include right-of-way acquisition costs for transmission and distribution mains. In addition, the proposed construction costs do not include costs for acquisition of additional surface water supplies, supply reliability, or for annual operation and maintenance. A complete description of the assumptions used in the development of the estimated probable construction costs is provided in Appendix E.

This CIP excludes non-backbone facilities that only serve a specific development area, as costs associated with those facilities will be borne solely by the corresponding developers. For example, while facilities to serve specific development areas were evaluated as part of the overall buildout potable and recycled water system operations, costs for facilities recommended for specific development areas are not included in the CIP. Costs for development-specific infrastructure will be evaluated in conjunction with separate planning efforts prepared for those developments.

This Citywide Water System Master Plan Update only includes costs for backbone system facilities with more widespread system benefit, henceforth known as program facilities. Costs for program facilities will be allocated to new developments proportionally based on projected demand. These cost allocations will be evaluated and presented in a separate report.

The following sections of this chapter describe the components of the potable and recycled water system capital improvement program developed for this Citywide Water System Master Plan Update:

- Recommended Potable Water System Capital Improvement Program
- Recommended Recycled Water System Capital Improvement Program
- Capital Improvement Program Implementation

10.2 RECOMMENDED POTABLE WATER SYSTEM CAPITAL IMPROVEMENT PROGRAM

Summaries of the recommended capital improvement projects for the existing, 2025, and buildout potable water systems are presented below in *Section 10.2.1 Existing Potable Water System Improvements*, *Section 10.2.2 2025 Potable Water System Improvements*, and *Section 10.2.3 Buildout Potable Water System Improvements*, respectively. Each section contains a table with preliminary capital cost estimates for the recommended potable water system improvements for the corresponding time horizon. *Section 10.2.4 Water Treatment Plant Expansion Costs* discusses how the costs for the 2008 JJWTP expansion are to be allocated amongst future developments. All potable water system costs are summarized in *Section 10.2.5 Summary of Recommended Potable Water System CIP Costs*, which also discusses the proposed cost allocation between existing rate payers and new development.

10.2.1 Existing Potable Water System Improvements

Chapter 7 evaluated the ability of the City's existing potable water system to meet the recommended water system operational and design criteria described in Chapter 6. Based on the existing potable water system evaluation, improvements were recommended to eliminate existing system hydraulic capacity deficiencies, as listed in the following section. These improvements are recommended based on existing water system demands, and are not triggered by projected future water demands from new development. These improvements should be completed as soon as possible to eliminate existing system deficiencies.

- Pipeline Improvement[1]
  - — Replace the existing pipelines in 20th Street between Bessie Avenue and Parker Avenue, Wall Street between Lowell Avenue and 20th Street, Emerson Avenue between Bessie Avenue and Holly Drive, Court Drive between Whittier Avenue and Lowell Avenue, and Lowell Avenue between Parker Avenue and Holly Drive with approximately 6,000 linear feet (lf) of new 8-inch diameter pipelines.
  - — Install approximately 515 lf of 12-inch diameter pipeline in Ninth Street between School Street and Tenth Street.
  - — Replace approximately 485 lf of existing 4-inch diameter pipeline in Tracy Boulevard north of Mount Diablo Avenue with new 12-inch diameter pipeline. This improvement was previously recommended in the 2012 WSMP.

The locations of the recommended existing potable water system improvement projects are shown on Figure 10-1. Preliminary capital cost estimates for the recommended existing potable water system improvements are presented in Table 10-1.

It is also recommended that the City implement a renewal and replacement (R&R) program to proactively replace aging and deteriorating water pipelines before they fail. This Citywide Water System Master Plan Update does not include costs for replacement of aging infrastructure. Therefore, it is recommended that the City perform a separate study which evaluates the condition of existing water system assets and develops a prioritized list and annual budget for asset replacement based on age, material, failure history, and other parameters.

[1] The existing hydraulic model is not an "all pipes" model; therefore, the hydraulic simulations performed may not identify all necessary water system improvements. Consequently, it is recommended that City staff review older parts of the water system, where smaller diameter pipelines are typically found and consider possible upsizing of these pipelines, as the City plans for future pipeline renewal and replacement projects.

Table 10-1. Probable Construction Costs for Recommended Existing Potable Water System CIP[a]

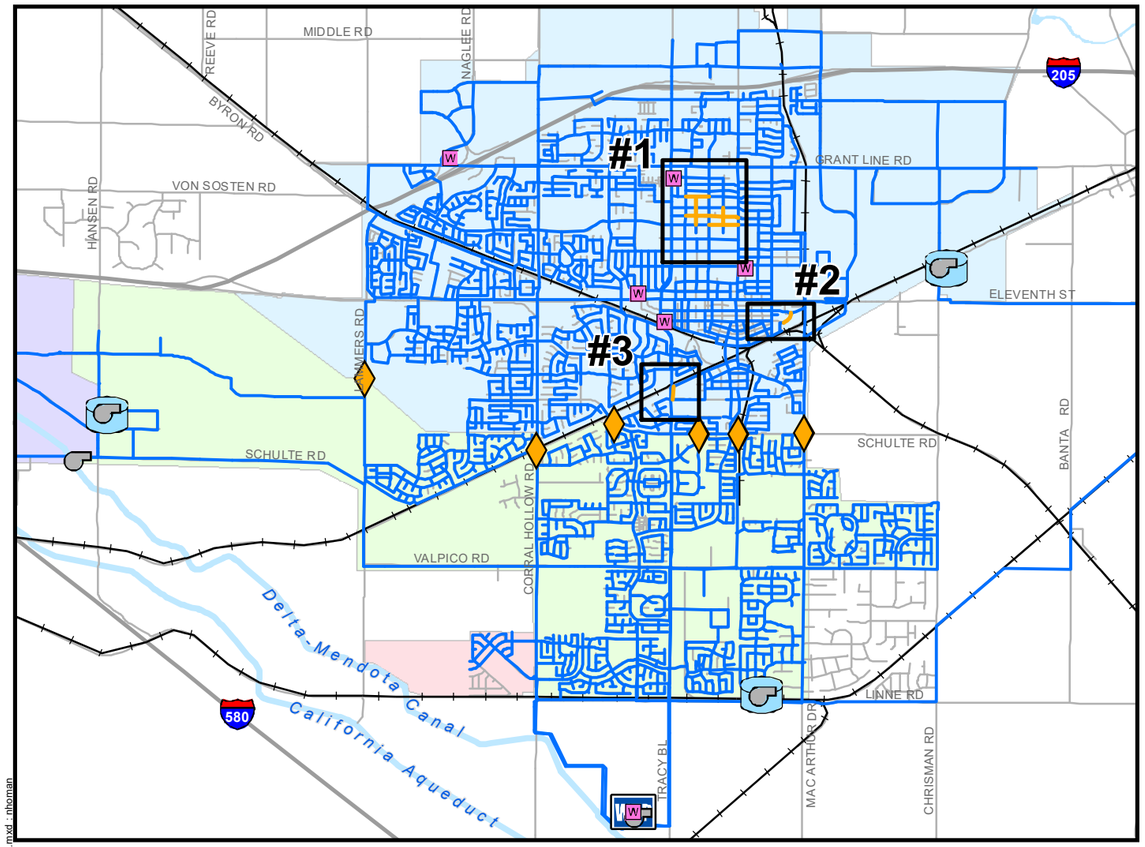
Improvement Type	Improvement Description	CIP ID	Quantity		Estimated Construction Cost, dollars[b]	CIP Cost, dollars (includes mark-ups)[c,d]
Pipeline Improvement	Replace existing pipelines in 20th Street between Bessie Avenue and Parker Avenue, Wall Street between Lowell Avenue and 20th Street, Emerson Avenue between Bessie Avenue and Holly Drive, Court Drive between Whittier Avenue and Lowell Avenue and Lowell Avenue between Parker Avenue and Holly Drive with 8-inch diameter pipe.	ECIP-PI-1	6,000	lf	1,140,000	1,596,000
Pipeline Improvement	Install 12-inch diameter pipe in Ninth Street between School Street and Tenth Street	ECIP-PI-2	515	lf	133,900	187,000
Pipeline Improvement	Replace existing 4-inch diameter pipes on Tracy Boulevard, between Fourth Street and Mt. Diablo Avenue with 12-inch diameter pipes	ECIP-PI-3	485	lf	126,100	177,000
					Total	**$ 1,960,000**

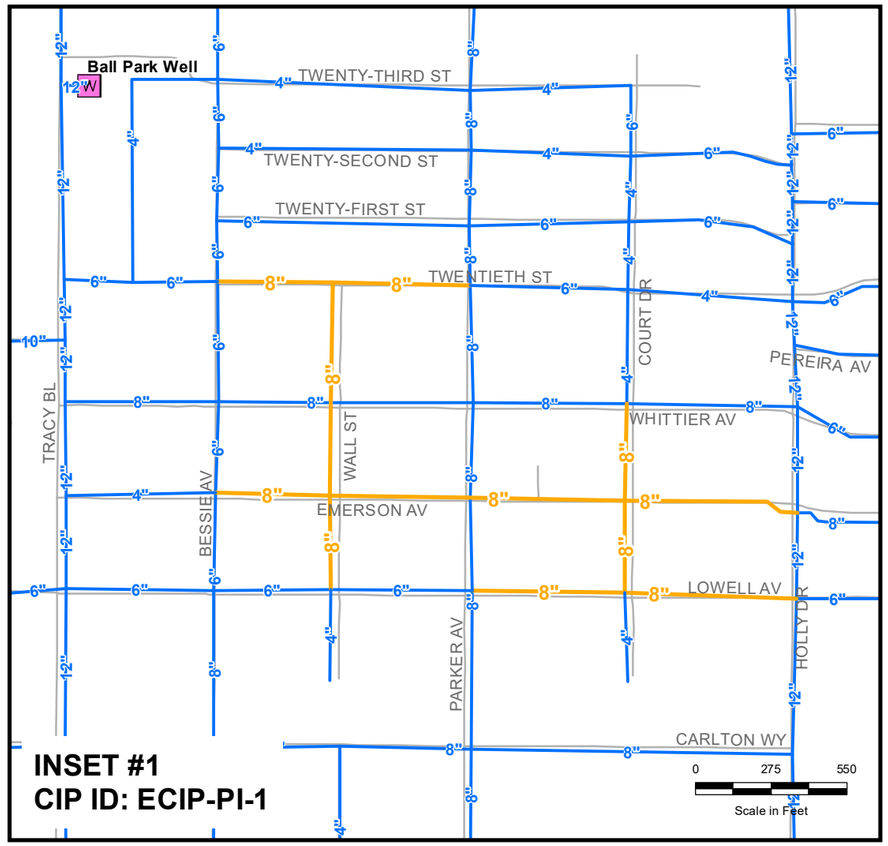
(a) Costs shown are presented in 2020 dollars.

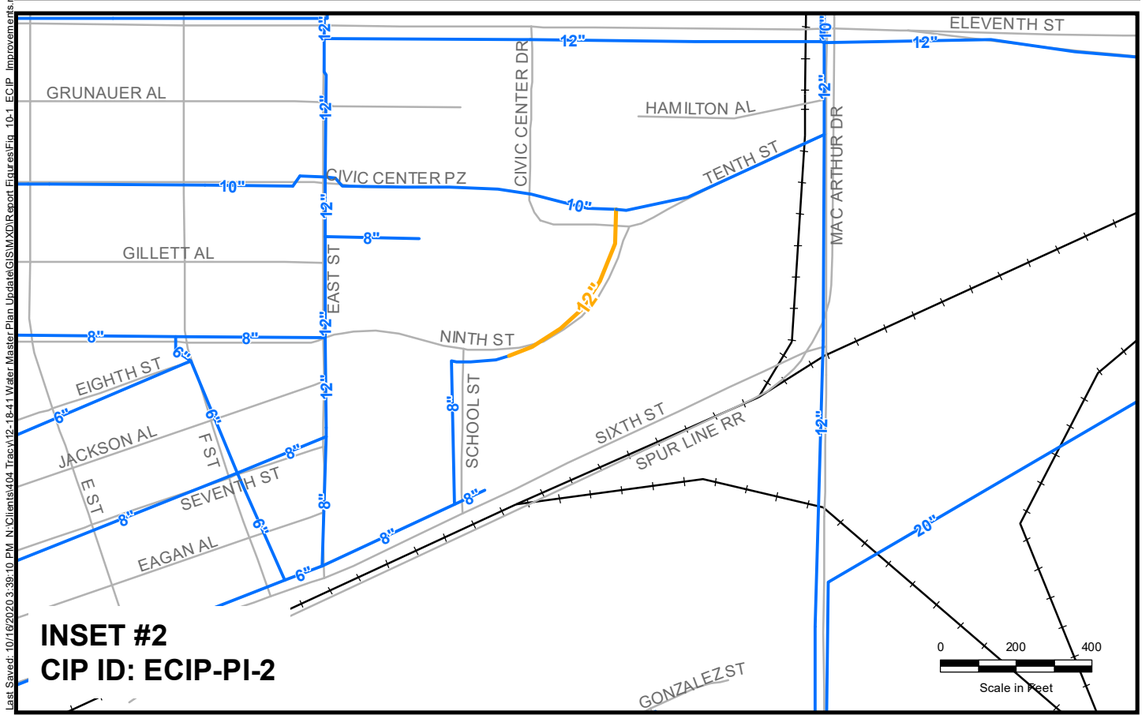
(b) Estimated construction costs do not reflect an adjustment to account for the current economic bidding climate.

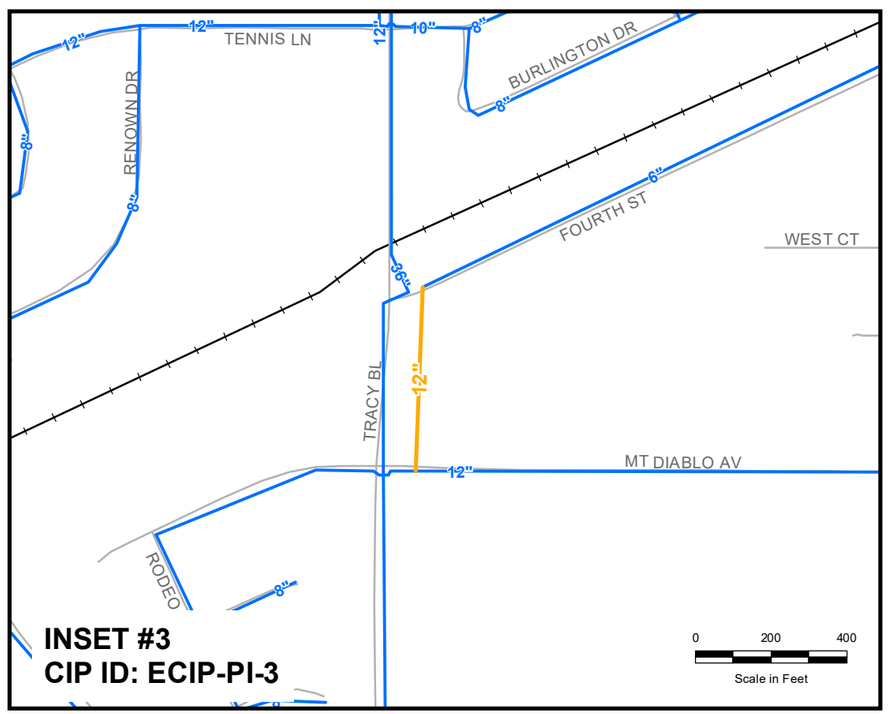
(c) Costs include mark-ups equal to 40 percent (General Contingency: 15 percent; Design and Planning: 10 percent; Construction Management: 10 percent; and Program Administration: 5 percent).

(d) Total rounded to nearest $1,000.









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Symbology

- Existing Pipeline
- Pipeline Improvement
- Pressure Regulating Station
- Booster Pump Station
- Groundwater Well
- Storage Tank
- WTP John Jones Water Treatment Plant

Pressure Zone

- Zone 1
- Zone 2
- Zone 3 (IPC/PPBP)
- Ellis Reduced Zone

Notes:
1. The City's existing hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.

Figure 10-1

Recommended Existing Potable Water System Improvements

City of Tracy
Water System Master Plan Update

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10.2.2 2025 Potable Water System Improvements

Chapter 8 summarized the evaluation of the City's 2025 potable water system and its ability to meet the recommended water system operational and design criteria described in Chapter 6. Based on the 2025 potable water system evaluation, the following backbone water system improvements were recommended to meet projected 2025 potable water demands. **Only program facilities are listed below; the complete list of recommended 2025 potable water system improvements (including non-program facilities) and their recommended timing can be found in Chapter 8.**

- Pipeline Improvements[2]
  - To serve 2025 potable water demands, replace existing pipelines in Sixth Street, Tracy Boulevard, and Eleventh Street with approximately 1,390 linear feet of new 18-inch and 24-inch diameter pipelines.
  - To serve 2025 potable water demands, jack and bore approximately 160 linear feet of new pipelines. This represents one (1) jack and bore installation.
- New Pipelines plus Jack and Bore
  - To serve 2025 potable water demands, install approximately 43,010 linear feet of new pipelines ranging in diameter from 12 to 24 inches.
  - To serve 2025 potable water demands, jack and bore approximately 1,050 linear feet of new pipelines. This represents four (4) distinct jack and bore installations.
- Interconnections
  - Install PRVs at Schulte Road and Bud Lyons Way and at Schulte Road and Pavillion Parkway before the transmission main in Schulte Road is re-zoned to Zone 3.
- Re-zoning
  - Re-zone the existing transmission mains in Lammers Road, Schulte Road, and Hansen Road from Zone 2 to Zone 3 as described in Appendix D. The capital costs of pipelines and other new facilities which need to be constructed prior to re-zoning are included in their respective categories. The capital cost of the re-zoning itself is assumed to be insignificant.
- Groundwater Wells
  - Provide ammonia addition for existing City wells (Lincoln Well, Lewis Manor Well, Park & Ride Well and Ball Park Well) (as noted below under Buildout System Improvements, all future wells are also recommended to be equipped with ammonia addition).
  - A feasibility study is recommended to develop an implementation plan for future ASR expansion (see additional discussion in Chapters 5 and 8).

[2] The buildout hydraulic model was developed as a backbone system and is not an "all pipes" model; therefore, the hydraulic simulations performed may not identify all necessary water system improvements. Consequently, it is recommended that further hydraulic evaluations be performed as additional details are provided for each future development project.

The locations of the recommended 2025 potable water system improvement projects are shown on Figure 10-2. Preliminary capital cost estimates for the recommended 2025 potable water system improvements are presented in Table 10-2. Detailed maps illustrating the proposed pipeline projects for the 2025 potable water system are provided in Appendix F.

10.2.3 Buildout Potable Water System Improvements

Chapter 8 also summarized the evaluation of the City's buildout potable water system and its ability to meet the recommended water system operational and design criteria described in Chapter 6. Based on the buildout potable water system evaluation, the following backbone water system improvements were recommended to meet projected buildout potable water demands. **Only program facilities are listed below; the complete list of recommended buildout potable water system improvements (including non-program facilities) and their recommended timing can be found in Chapter 8.**

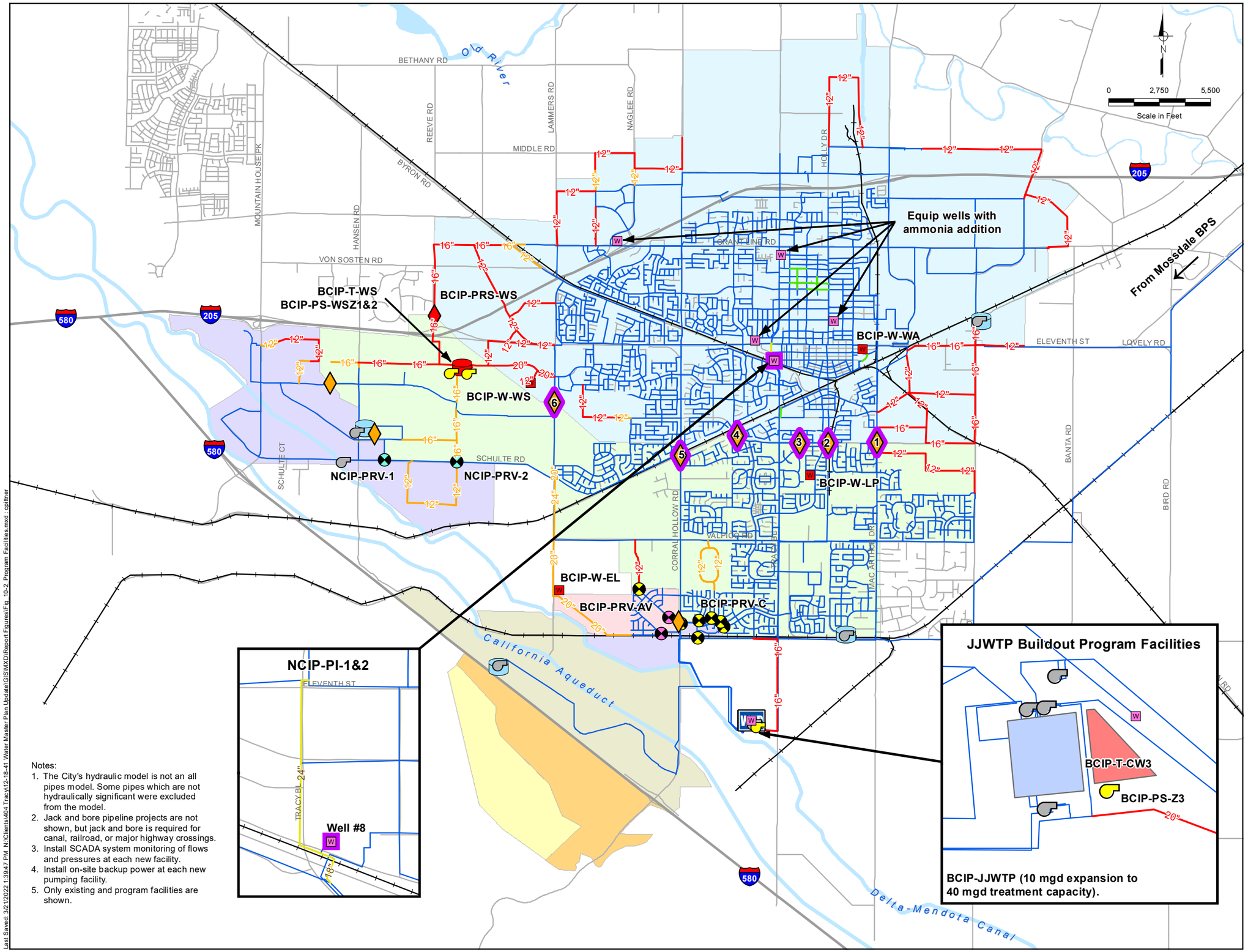
- Land Acquisition
  - To account for land acquisition costs, it was assumed that 1.5 acres will be required for each tank site.
  - To account for land acquisition costs, it was assumed that 0.25 acres will be required for each ASR well site.

- Storage Reservoir

  Note: Because the actual dimensions of each proposed storage tank have not been determined, the recommended storage facility sizes do not include dead and freeboard storage requirements, which will be determined during design.

  - To provide buildout water storage capacity, installation of the following storage facilities is recommended:
    - Westside Tank - 1.0 MG
    - Install a new clearwell at the JJWTP with a minimum active storage capacity of 1.0 MG to provide storage for Zone 3. It is assumed that the existing JJWTP site can accommodate this new clearwell (i.e., land acquisition is not necessary).

- Groundwater Well
  - To provide emergency and dry year water supply, installation of the following groundwater wells is recommended:
    - Westside - ASR well with a minimum firm pumping capacity of 2,500 gpm
    - Wainwright - ASR well with a minimum firm pumping capacity of 2,500 gpm
    - Larsen Park - ASR well with a minimum firm pumping capacity of 2,500 gpm
    - Ellis - ASR well with a minimum firm pumping capacity of 1,000 gpm
    - All new groundwater wells should be equipped with ammonia addition and backup power



Notes:
1. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
2. Jack and bore pipeline projects are not shown, but jack and bore is required for canal, railroad, or major highway crossings.
3. Install SCADA system monitoring of flows and pressures at each new facility.
4. Install on-site backup power at each new pumping facility.
5. Only existing and program facilities are shown.

Symbology

Proposed Buildout Program Facilities
- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Buildout System Pipeline
- SCADA System Improvement

Proposed 2025 Facilities
- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Existing System Facilities
- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- John Jones Water Treatment Plant
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

Pressure Zone
- Zone 1
- Zone 2
- Zone 3
- Ellis Reduced Zone
- Zone 4
- Zone 5
- Zone 6

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Figure 10-2

Recommended Future Potable Water System Program Improvements

City of Tracy
Water System Master Plan Update

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Table 10-2. Probable Construction Costs for Recommended 2025 Potable Water System CIP[a]

Improvement Type	Improvement Description	CIP ID	Quantity		Estimated Construction Cost, dollars[b]	CIP Cost, dollars (includes mark-ups)[c,d]
Shared City-side Facilities						
Pipeline Improvement	Replace existing 12-inch diameter pipeline crossing railroad track with 18-inch diameter pipe. Replace existing 12-inch diameter pipelines in Sixth Street, Tracy Boulevard, and Eleventh Street with 24-inch diameter pipe.	NCIP-PI-1	1,389	lf	627,574	879,000
Jack and Bore Improvement	18-inch diameter (24-inch casing)	NCIP-PI-2	159	lf	109,451	153,000
New Pipeline (Developed Area)	8-inch diameter	NCIP-PD-8	-	lf	-	-
New Pipeline (Developed Area)	10-inch diameter	NCIP-PD-10	-	lf	-	-
New Pipeline (Developed Area)	12-inch diameter	NCIP-PD-12	2,013	lf	523,453	733,000
New Pipeline (Developed Area)	14-inch diameter	NCIP-PD-14	-	lf	-	-
New Pipeline (Developed Area)	16-inch diameter	NCIP-PD-16	1,051	lf	351,924	493,000
New Pipeline (Developed Area)	18-inch diameter	NCIP-PD-18	-	lf	-	-
New Pipeline (Developed Area)	20-inch diameter	NCIP-PD-20	609	lf	243,594	341,000
New Pipeline (Developed Area)	24-inch diameter	NCIP-PD-24	3,426	lf	1,593,146	2,230,000
New Pipeline (Undeveloped Area)	8-inch diameter	NCIP-PU-8	-	lf	-	-
New Pipeline (Undeveloped Area)	10-inch diameter	NCIP-PU-10	-	lf	-	-
New Pipeline (Undeveloped Area)	12-inch diameter	NCIP-PU-12	18,666	lf	4,199,794	5,880,000
New Pipeline (Undeveloped Area)	14-inch diameter	NCIP-PU-14	-	lf	-	-
New Pipeline (Undeveloped Area)	16-inch diameter	NCIP-PU-16	9,270	lf	2,642,003	3,699,000
New Pipeline (Undeveloped Area)	18-inch diameter	NCIP-PU-18	-	lf	-	-
New Pipeline (Undeveloped Area)	20-inch diameter	NCIP-PU-20	7,975	lf	2,711,517	3,796,000
New Pipeline (Undeveloped Area)	24-inch diameter	NCIP-PU-24	-	lf	-	-
Jack and Bore	Boring and Receiving Pits	NCIP-JB-PIT	5	each	200,000	280,000
Jack and Bore	8-inch diameter (16-inch casing)	NCIP-JB-8	-	lf	-	-
Jack and Bore	12-inch diameter (21-inch casing)	NCIP-JB-12	-	lf	-	-
Jack and Bore	16-inch diameter (24-inch casing)	NCIP-JB-16	374	lf	258,046	361,000
Jack and Bore	18-inch diameter (24-inch casing)	NCIP-JB-18	-	lf	-	-
Jack and Bore	20-inch diameter (30-inch casing)	NCIP-JB-20	-	lf	-	-
Jack and Bore	24-inch diameter (36-inch casing)	NCIP-JB-24	677	lf	673,911	943,000
Interconnection	PRV at Schulte Road and Bud Lyons Way	NCIP-PRV-1	1	L.S.	125,000	175,000
Interconnection	PRV at Schulte Road and Pavillion Prkway	NCIP-PRV-2	1	L.S.	125,000	175,000
Groundwater Wells	Equip Lincoln Well, Park & Ride Well, Ball Park Well and Lewis Manor Well with ammonia addition	NCIP-GW-1	1	L.S.	-	1,500,000
ASR Expansion Study	Evaluate future ASR well sites and operational scenarios	NCIP-ASR	1	L.S.	-	350,000
					Total	**$ 21,988,000**

(a) Costs shown are presented in 2020 dollars.
(b) Estimated construction costs do not reflect an adjustment to account for the current economic bidding climate.
(c) Costs include mark-ups equal to 40 percent (General Contingency: 15 percent; Design and Planning: 10 percent; Construction Management: 10 percent; and Program Administration: 5 percent).
(d) Total rounded to nearest $1,000.

- Booster Pump Station[3]
  - To provide buildout water pumping capacity and to convey water from proposed partially buried storage reservoirs, installation of the following pumping facilities is recommended:
    - Zone 3 BPS (JJWTP) – Install additional Zone 3 booster pumps at the JJWTP with a minimum firm pumping capacity of 1,500 gpm
    - Westside Zone 1 Tank - Booster pump station with a minimum firm pumping capacity of 4,500 gpm
    - Westside Zone 2 Tank - Booster pump station with a minimum firm pumping capacity of 2,400 gpm
- New Pipeline plus Jack and Bore[4]
  - To serve buildout potable water demands, install approximately 131,280 linear feet of new pipelines (in addition to the proposed 2025 pipelines) ranging in diameter from 12 to 20 inches.
  - To serve buildout potable water demands, jack and bore approximately 2,750 linear feet of new pipelines. This represents eleven (11) distinct jack and bore installations.
- Interconnection
  - To provide supply during peak demands and/or emergency conditions between pressure zones, installation of the following pressure zone interconnections is recommended:
    - Westside PRS (from Zone 2 into Zone 1)
    - Avenues PRV (from Ellis Reduced Zone into Zone 2)
  - To provide adequate pressure to the Plan C area and prevent the accumulation of stagnant water in dead-end mains, installation of six (6) PRVs is recommended before the Plan C re-zoning occurs (to be funded with Plan C funding).

    Note: The estimated probable construction costs do not include installation of individual PRVs on water service connections with static pressures exceeding 80 psi, as these will be the responsibility of individual developer(s).
- Re-zoning
  - Re-zone the Plan C area from Zone 2 to Zone 3. The capital costs of pipelines and other new facilities which need to be constructed prior to re-zoning are included in their respective categories. The capital cost of the re-zoning itself is assumed to be insignificant.

[3] Cost based on the firm pumping capacity required.

[4] The buildout hydraulic model was developed as a backbone system and is not an "all pipes" model; therefore, the hydraulic simulations performed may not identify all necessary water system improvements. Consequently, it is recommended that further hydraulic evaluations be performed as additional details are provided for each future development project.

- SCADA System and Backup Power
  - Install SCADA system monitoring of flows and pressures at PRS #1-#6 to provide operators with additional understanding and flexibility in system operations.
  - Add remote operation of Well 8 from the SCADA system to provide additional operational flexibility.
  - Install SCADA system monitoring of flows and pressures at each new water supply facility to provide operators with real-time system data and flexibility in system operations. The capital cost for SCADA system installation is included in the cost for these facilities.
  - Install on-site backup power to any proposed buildout system pumping facility to improve supply reliability. The capital cost for backup power is included in the cost for new pump stations.
- JJWTP Expansion
  - A future additional 10 mgd expansion of the JJWTP (for a total treatment capacity of 40 mgd) is recommended to provide the City with additional water treatment capacity, as well as operational flexibility and reliability. The expansion would also include a new administration/maintenance building to accommodate future staffing needs and maintenance activities.
- Participation in Phase 2 Los Vaqueros Reservoir Expansion Project
  - The City's participation in the Phase 2 Los Vaqueros Reservoir Expansion Project would increase the City's water supply reliability by providing storage of supplies for use in dry years.
  - The estimated cost for 5,000 acre-feet of storage for the City will be approximately $10 million plus an additional $1.5 million for implementation and will be shared by existing rate payers and new development.
- Participation in the B.F. Sisk Dam Raise & Reservoir Expansion Project
  - The City's participation in the B.F. Sisk Dam Raise & Reservoir Expansion Project would increase the City's water supply reliability by providing storage of supplies for use in dry years.
  - The estimated cost for 5,000 acre-feet of storage for the City will be approximately $38 million and will be shared by existing rate payers and new development.
- Water Master Plan Updates
  - Regular updates of this Citywide Water System Master Plan are recommended to evaluate potable water and recycled water infrastructure needs to reflect any changes in future development plans, water use trends and patterns, and water supply availability and reliability, as well as new regulations and operational needs as new potable water and recycled water system infrastructure is constructed. It is recommended that updates be prepared at least once every 10 years, or more often if changing conditions warrant more frequent updates. For purposes of this Citywide Water System Master Plan Update, three future updates are planned.

The locations of the recommended buildout program facility improvements are shown on Figure 10-2. Preliminary capital cost estimates for the recommended buildout potable water system improvements are presented in Table 10-3. Detailed maps illustrating the proposed pipeline projects for the buildout potable water system are provided in Appendix F.

10.2.4 Water Treatment Plant Expansion Costs

In 2008, the JJWTP was expanded by 15 mgd to provide additional treatment capacity for future development. While some of this capacity is now utilized by the City's existing water users, it is estimated that 9 mgd of the expansion capacity is still available for future developments to use. To recoup the costs of constructing this remaining 9 mgd of treatment capacity, the City will include a charge for the JJWTP expansion capacity in the developer impact fees. The cost of the 2008 expansion was $45 million, or $3 million per mgd of capacity. Therefore, the remaining JJWTP expansion cost to be allocated amongst future developments is $27 million.

In addition, as discussed in Chapter 8, a future additional 10 mgd expansion of the JJWTP is recommended. The estimated construction cost is $4 million per mgd, or $40 million for the recommended 10 mgd expansion, plus an additional $12 million for a new administration/ maintenance building.

10.2.5 Summary of Recommended Potable Water System CIP Costs

Preliminary capital cost estimates for the recommended existing, 2025, and buildout potable water system improvements are presented in Tables 10-1, 10-2, and 10-3, respectively.

The total existing potable water system CIP cost estimate is $2.0 million, while the total 2025 and buildout potable water system CIP cost estimates (which include only program facilities) are $22.0 million and $211.9 million, respectively. The estimated probable construction costs do not include installation of individual PRVs on potable water service connections with static pressures exceeding 80 psi, as these will be the responsibility of individual developer. The remaining previous JJWTP expansion buy-in cost is $27.0 million.

The total CIP costs from Table 10-1 should be allocated to existing rate payers, while the total CIP costs from Table 10-2 and Table 10-3 and the previous JJWTP expansion buy-in cost should be allocated to new development; with the exception of the costs for the participation in the Phase 2 Los Vaqueros Reservoir Expansion Project which should be shared between existing rate payers and future development.

Table 10-3. Probable Construction Costs for Recommended Buildout Potable Water System CIP[a]

Improvement Type	Improvement Description	CIP ID	Quantity		Estimated Construction Cost, dollars[b]	CIP Cost, dollars (includes mark-ups)[c,d]
Shared City-side Facilities						
Land Acquisition[e]	Tank Sites	BCIP-LA-T	1	sites	-	285,000
Land Acquisition[f]	ASR Well Sites	BCIP-LA-W	4	sites	-	190,000
Storage Reservoir[g]	1.0 MG Clearwell No. 3 at JJWTP	BCIP-T-CW3	1	L.S.	3,008,250	4,212,000
Storage Reservoir[g]	1.0 MG Westside Tank	BCIP-T-WS	1	L.S.	3,008,250	4,212,000
Groundwater Well	2,500 gpm ASR Well in Westside	BCIP-W-WS	1	L.S.	3,900,000	5,460,000
Groundwater Well	2,500 gpm ASR Well in Wainwright	BCIP-W-WA	1	L.S.	3,900,000	5,460,000
Groundwater Well	2,500 gpm ASR Well in Larsen Park	BCIP-W-LP	1	L.S.	3,900,000	5,460,000
Groundwater Well	1,000 gpm ASR Well in Ellis	BCIP-W-EL	1	L.S.	2,500,000	3,500,000
Booster Pump Station[h]	2.16 mgd at Zone 3 Clearwell (JJWTP)	BCIP-PS-Z3	1	L.S.	1,554,755	2,177,000
Booster Pump Station[h]	6.48 mgd at Westside Zone 1 Tank	BCIP-PS-WSZ1	1	L.S.	2,263,735	3,169,000
Booster Pump Station[h]	3.46 mgd at Westside Zone 2 Tank	BCIP-PS-WSZ2	1	L.S.	1,767,450	2,474,000
New Pipeline (Developed Area)	8-inch diameter	BCIP-PD-8	11	lf	2,090	3,000
New Pipeline (Developed Area)	10-inch diameter	BCIP-PD-10	-	lf	-	-
New Pipeline (Developed Area)	12-inch diameter	BCIP-PD-12	-	lf	-	-
New Pipeline (Developed Area)	14-inch diameter	BCIP-PD-14	-	lf	-	-
New Pipeline (Developed Area)	16-inch diameter	BCIP-PD-16	11,349	lf	3,801,881	5,323,000
New Pipeline (Developed Area)	18-inch diameter	BCIP-PD-18	-	lf	-	-
New Pipeline (Developed Area)	20-inch diameter	BCIP-PD-20	1,132	lf	452,853	634,000
New Pipeline (Developed Area)	24-inch diameter	BCIP-PD-24	-	lf	-	-
New Pipeline (Undeveloped Area)	8-inch diameter	BCIP-PU-8	-	lf	-	-
New Pipeline (Undeveloped Area)	10-inch diameter	BCIP-PU-10	-	lf	-	-
New Pipeline (Undeveloped Area)	12-inch diameter	BCIP-PU-12	84,957	lf	19,115,431	26,762,000
New Pipeline (Undeveloped Area)	14-inch diameter	BCIP-PU-14	-	lf	-	-
New Pipeline (Undeveloped Area)	16-inch diameter	BCIP-PU-16	27,691	lf	7,891,999	11,049,000
New Pipeline (Undeveloped Area)	18-inch diameter	BCIP-PU-18	-	lf	-	-
New Pipeline (Undeveloped Area)	20-inch diameter	BCIP-PU-20	6,148	lf	2,090,151	2,926,000
New Pipeline (Undeveloped Area)	24-inch diameter	BCIP-PU-24	-	lf	-	-
Jack and Bore	Boring and Receiving Pits	BCIP-JB-PIT	11	each	440,000	616,000
Jack and Bore	8-inch diameter (16-inch casing)	BCIP-JB-8	-	lf	-	-
Jack and Bore	12-inch diameter (21-inch casing)	BCIP-JB-12	1,489	lf	885,921	1,240,000
Jack and Bore	16-inch diameter (24-inch casing)	BCIP-JB-16	1,257	lf	867,182	1,214,000
Jack and Bore	18-inch diameter (24-inch casing)	BCIP-JB-18	-	lf	-	-
Jack and Bore	20-inch diameter (30-inch casing)	BCIP-JB-20	-	lf	-	-
Jack and Bore	24-inch diameter (36-inch casing)	BCIP-JB-24	-	lf	-	-
Interconnection	Westside PRS (12-inch)	BCIP-PRS-WS	1	L.S.	250,000	350,000
Interconnection	Avenues PRV (12-inch)	BCIP-PRV-AV	1	L.S.	125,000	175,000
SCADA	Well No. 8	BCIP-S-W8	1	L.S.	125,000	175,000
SCADA	Pressure Regulating Station No. 1	BCIP-S-1	1	L.S.	125,000	175,000
SCADA	Pressure Regulating Station No. 2	BCIP-S-2	1	L.S.	125,000	175,000
SCADA	Pressure Regulating Station No. 3	BCIP-S-3	1	L.S.	125,000	175,000
SCADA	Pressure Regulating Station No. 4	BCIP-S-4	1	L.S.	125,000	175,000
SCADA	Pressure Regulating Station No. 5	BCIP-S-5	1	L.S.	125,000	175,000
SCADA	Pressure Regulating Station No. 6	BCIP-S-6	1	L.S.	125,000	175,000
JJWTP Expansion	Expand JJWTP from 30 mgd to 40 mgd and new administration/maintenance building	BCIP-JJWTP	1	L.S.	52,000,000	72,800,000
Participation in Phase 2 Los Vaqueros Reservoir Expansion Project[i]	5,000 acre-feet of storage for dry year use	BCIP-LVE	1	L.S.	11,500,000	11,500,000
Participation in B.F. Sisk Dam Raise & Reservoir Expansion Project[i]	5,000 acre-feet of storage for dry year use	BCIP-SISK	1	L.S.	38,000,000	38,000,000
Water Master Plan Updates	Future updates to Water Master Plan (three updates assumed @ $500,000 per update)	BCIP-WMP	3	each		1,500,000
					Total	**$ 211,916,000**

(a) Costs shown are presented in 2020 dollars.
(b) Estimated construction costs do not reflect an adjustment to account for the current economic bidding climate.
(c) Costs include mark-ups equal to 40 percent (General Contingency: 15 percent; Design and Planning: 10 percent; Construction Management: 10 percent; and Program Administration: 5 percent).
(d) Total rounded to nearest $1,000.
(e) Assumes each tank site is 1.5 acres. Cost includes Westside Tank site.
(f) Assumes each ASR well site is 0.25 acres. Cost includes Westside, Wainwright, Larsen Park, and Ellis ASR Well sites.
(g) Recommended volume based on active volume. Cost assumes the construction of a partially buried prestressed concrete tank.
(h) Recommended capacity based on firm pumping capacity.
(i) Cost for participation in Phase 2 Los Vaqueros Reservoir Expansion Project and B.F. Sisk Dam Raise & Reservoir Expansion Project to be shared by existing rate payers and new development.

10.3 RECOMMENDED RECYCLED WATER SYSTEM CAPITAL IMPROVEMENT PROGRAM

A summary of the recommended capital improvement projects for the recycled water system is presented below in *Section 10.3.1 2025 Recycled Water System Improvements* and *Section 10.3.2 Buildout Recycled Water System Improvements*. Each section contains a table with preliminary capital cost estimates for the recommended recycled water system improvements. These costs are summarized in *Section 10.3.3 Summary of Recommended Recycled Water System CIP Costs*.

10.3.1 2025 Recycled Water System Improvements

Based on the recycled water system evaluation, the following backbone improvements were recommended to meet projected 2025 recycled water demands. **Only program facilities are listed below; the complete list of recommended 2025 recycled water system improvements (including non-program facilities) and their recommended timing can be found in Chapter 9.**

- Booster Pump Station[5]
  - To provide 2025 recycled water pumping capacity, installation of the following pumping facilities is recommended:
    - Zone C BPS - Booster pump station with a minimum pumping capacity of 1,700 gpm.
- New Pipeline plus Jack and Bore[6]
  - To serve 2025 recycled water demands, install approximately 11,370 linear feet of new pipelines ranging in diameter from 8 to 30 inches.
  - To serve 2025 recycled water demands, jack and bore approximately 590 linear feet of new pipelines. This represents 2 distinct jack and bore installations.
  - To deliver recycled water to the DMC as part of the City's planned recycled water exchange agreement with the USBR, install approximately 23,680 linear feet and jack and bore approximately 180 linear feet (in 1 installation) of new, 30-inch diameter pipeline. This assumes Alignment A as depicted on Figure 9-3 is constructed. A detailed alignment study should be conducted to determine the final alignment of the recycled water exchange pipeline. Actual length of the recycled water exchange pipeline may change considerably if a different alignment is selected. A separate line item for program implementation is also included for the City's planned recycled water exchange agreement to account for coordination and negotiations with the USBR and SWRCB which may require additional studies, legal review and assistance and staff and consultant time.

    Note: Within individual developments, additional new pipelines of 16-inch diameter and less will be required. The total length of pipelines needed to serve 2025 recycled water demands is unknown, as some development areas are still preparing recycled water system plans.

[5] Cost based on the firm pumping capacity required.

[6] The buildout hydraulic model was developed as a backbone system and is not an "all pipes" model; therefore, the hydraulic simulations performed may not identify all necessary recycled water system improvements. Consequently, it is recommended that further hydraulic evaluations be performed as additional details are provided for each future development project.

The locations of the recommended 2025 recycled water program facility improvements are shown on Figure 10-3. Preliminary capital cost estimates for the recommended 2025 recycled water system improvements are presented in Table 10-4. Detailed maps illustrating the proposed pipeline projects for the 2025 potable water system are provided in Appendix G.

10.3.2 Buildout Recycled Water System Improvements

As discussed in Chapter 9, the buildout recycled water system is expected to consist of one system that encompasses the entire SOI. Based on the buildout recycled water system evaluation, the following backbone recycled water system improvements were recommended to meet projected buildout recycled water demands. **Only program facilities are listed below; the complete list of recommended buildout recycled water system improvements (including non-program facilities) and their recommended timing can be found in Chapter 9.**

- Land Acquisition
  - To account for land acquisition costs, assume 1.5 acres will be required for each tank site.
- Storage Reservoir

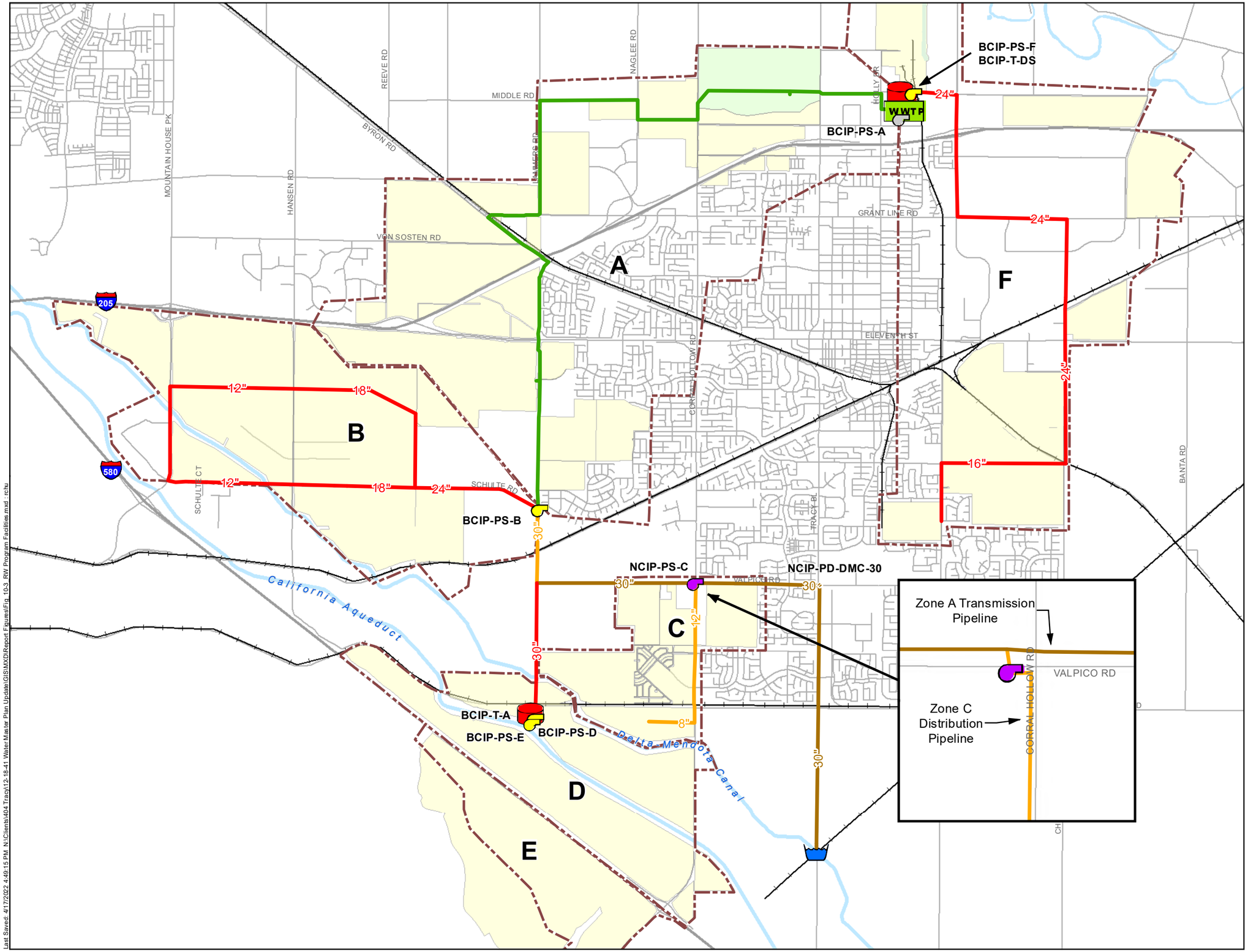
  Note: Because the actual dimensions of each proposed storage tank have not been determined, the recommended storage facility sizes do not include dead and freeboard storage requirements, which will be determined during design.

  - To provide buildout recycled water storage capacity, installation of the following storage facilities is recommended:
    - Zone A Tank – install an above ground, welded steel storage tank with a minimum active storage capacity of 5.7 MG
    - Install a diurnal storage tank at the WWTP with a minimum active storage capacity of 2.3 MG. It is assumed that the existing WWTP site can accommodate this new tank (i.e., land acquisition is not necessary). The need for this storage will depend on WWTP diurnal flow patterns, and it is recommended that the City re-evaluate the required diurnal storage at the WWTP by performing a diurnal flow study in 2040.
- Booster Pump Station
  - To provide buildout recycled water pumping capacity and to convey water from proposed partially buried storage reservoirs, installation of the following pumping facilities is recommended:
    - Zone A BPS Expansion – install additional booster pumps with a minimum pumping capacity of 3,472 gpm
    - Zone B BPS – Booster pump station with a minimum pumping capacity of 5,780 gpm
    - Zone D BPS – Booster pump station with a minimum pumping capacity of 2,700 gpm
    - Zone E BPS – Booster pump station with a minimum pumping capacity of 2,000 gpm
    - Zone F BPS – Booster pump station with a minimum pumping capacity of 4,400 gpm

Table 10-4. Probable Construction Costs for the Recommended 2025 Recycled Water System CIP[a]

Improvement Type	Improvement Description	CIP ID	Quantity		Estimated Construction Cost, dollars[b]	CIP Cost, dollars (includes mark-ups)[c,d]
Shared City-side Facilities						
Booster Pump Station	2.45 mgd for Zone C	NCIP-PS-C	1	L.S.	1,441,820	2,019,000
New Pipeline (Developed Area)	8-inch diameter	NCIP-PD-8	4,962	lf	868,372	1,216,000
New Pipeline (Developed Area)	10-inch diameter	NCIP-PD-10	-	lf	-	-
New Pipeline (Developed Area)	12-inch diameter	NCIP-PD-12	3,055	lf	778,900	1,090,000
New Pipeline (Developed Area)	14-inch diameter	NCIP-PD-14	-	lf	-	-
New Pipeline (Developed Area)	16-inch diameter	NCIP-PD-16	-	lf	-	-
New Pipeline (Developed Area)	18-inch diameter	NCIP-PD-18	-	lf	-	-
New Pipeline (Developed Area)	20-inch diameter	NCIP-PD-20	-	lf	-	-
New Pipeline (Developed Area)	24-inch diameter	NCIP-PD-24	131	lf	60,939	85,000
New Pipeline (Developed Area)	30-inch diameter	NCIP-PD-30	3,218	lf	1,818,131	2,545,000
New DMC Pipeline (Developed Area)	30-inch diameter	NCIP-PD-DMC-30	23,683	lf	13,380,877	18,733,000
New Pipeline (Undeveloped Area)	8-inch diameter	NCIP-PU-8	-	lf	-	-
New Pipeline (Undeveloped Area)	10-inch diameter	NCIP-PU-10	-	lf	-	-
New Pipeline (Undeveloped Area)	12-inch diameter	NCIP-PU-12	-	lf	-	-
New Pipeline (Undeveloped Area)	14-inch diameter	NCIP-PU-14	-	lf	-	-
New Pipeline (Undeveloped Area)	16-inch diameter	NCIP-PU-16	-	lf	-	-
New Pipeline (Undeveloped Area)	18-inch diameter	NCIP-PU-18	-	lf	-	-
New Pipeline (Undeveloped Area)	20-inch diameter	NCIP-PU-20	-	lf	-	-
New Pipeline (Undeveloped Area)	24-inch diameter	NCIP-PU-24	-	lf	-	-
New Pipeline (Undeveloped Area)	30-inch diameter	NCIP-PU-30	-	lf	-	-
Jack and Bore	Boring and Receiving Pits	NCIP-JB-PIT	2	each	80,000	112,000
Jack and Bore	8-inch diameter (16-inch casing)	NCIP-JB-8	154	lf	79,907	112,000
Jack and Bore	12-inch diameter (21-inch casing)	NCIP-JB-12	-	lf	-	-
Jack and Bore	16-inch diameter (24-inch casing)	NCIP-JB-16	-	lf	-	-
Jack and Bore	18-inch diameter (24-inch casing)	NCIP-JB-18	-	lf	-	-
Jack and Bore	20-inch diameter (30-inch casing)	NCIP-JB-20	-	lf	-	-
Jack and Bore	24-inch diameter (36-inch casing)	NCIP-JB-24	-	lf	-	-
Jack and Bore	30-inch diameter (42-inch casing)	NCIP-JB-30	434	lf	483,956	678,000
Jack and Bore (DMC Pipeline)	Boring and Receiving Pits	NCIP-JB-DMC-PIT	1	each	40,000	56,000
Jack and Bore (DMC Pipeline)	30-inch diameter (42-inch casing)	NCIP-JB-DMC-30	178	lf	198,418	278,000
Recycled Water Exchange Program Implementation	Additional studies, legal review and assistance, City staff and consultant time	NCIP-DMC	1	L.S.	1,000,000	1,000,000
					Total	**$ 27,924,000**

(a) Costs shown are presented in 2020 dollars.
(b) Estimated construction costs do not yet reflect an adjustment to account for the current economic bidding climate.
(c) Costs include mark-ups equal to 40 percent (General Contingency: 15 percent; Design and Planning: 10 percent; Construction Management: 10 percent; and Program Administration: 5 percent).
(d) Total rounded to nearest $1,000.



Symbology

Proposed Buildout Program Facilities

- Buildout Booster Pump Station
- Buidlout Storage Tank
- Buildout System Pipeline

Proposed 2025 Program Facilities

- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta-Mendota Canal Pipeline
- Delta-Mendota Canal Discharge Point

Existing System Facilities

- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing System Pipeline
- Legacy Fields
- Future Recycled Water Use
- Recycled Water Pressure Zone

Notes:

1. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
2. Jack and bore pipeline projects are not shown, but jack and bore is required for canal, railroad, or major highway crossings.
3. Install SCADA system monitoring of flows and pressures at each new facility.
4. Only existing and program facilities are shown.

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Figure 10-3

Recommended Future Recycled Water System Program Improvements

City of Tracy
Water System Master Plan Update

Last Saved: 4/17/2022 4:49:15 PM N:\Clients\404 Tracy\12-18-41 Water Master Plan Update\GIS\MXD\Report Figures\Fig. 10-3 RW Program Facilities.mxd - rchu

- New Pipeline plus Jack and Bore[7]
  - To serve buildout recycled water demands, install approximately 71,550 linear feet of new pipelines (in addition to the proposed 2025 pipelines) ranging in diameter from 12 to 30 inches.
  - To serve buildout potable water demands, jack and bore approximately 1,590 linear feet of new pipelines. This represents 5 distinct jack and bore installations.

    Note: Within individual developments, additional new pipelines of 16-inch diameter and less will be required. The total length of pipelines needed to serve buildout recycled water demands is unknown, as some development areas are still preparing recycled water system plans.

- SCADA System
  - Install SCADA system monitoring of flows and pressures at each new water supply facility to provide operators with real-time system data and flexibility in system operations. The capital cost for SCADA system installation is included in the cost for these facilities.

The locations of these recommended buildout recycled water program facility improvements are shown on Figure 10-3. Preliminary capital cost estimates for the recommended buildout recycled water system improvements are presented in Table 10-5. Detailed maps illustrating the proposed pipeline projects for the buildout recycled water system are provided in Appendix G.

10.3.3 Summary of Recommended Recycled Water System CIP Costs

As discussed in Appendix E, unit construction costs for pipelines, booster pump stations, and storage tanks are essentially the same as for the potable water system. However, unit construction costs for recycled water system pipelines 8 inches and 12 inches in diameter are slightly less than for potable water pipelines, because the 8-inch and 12-inch diameter recycled water pipelines are assumed to be constructed from PVC instead of ductile iron.

Preliminary capital cost estimates for the recommended 2025 and buildout recycled water system are presented in Table 10-4 and Table 10-5, respectively. The estimated probable construction costs do not include installation of individual PRVs on recycled water service connections with peak hour or fill period pressures exceeding 100 psi, as these will be the responsibility of individual developer.

The total 2025 recycled water system CIP cost estimate is $27.9 million, while the total buildout recycled water system CIP cost estimate is $65.5 million. The total recommended recycled water system CIP cost estimate is $93.4 million. These costs only include program facilities.

[7] The buildout hydraulic model was developed as a backbone system and is not an "all pipes" model; therefore, the hydraulic simulations performed may not identify all necessary water system improvements. Consequently, it is recommended that further hydraulic evaluations be performed as additional details are provided for each future development project.

Table 10-5. Probable Construction Costs for the Recommended Buildout Recycled Water System CIP[a]

Improvement Type	Improvement Description	CIP ID	Quantity		Estimated Construction Cost, dollars[b]	CIP Cost, dollars (includes mark-ups)[c,d]
Shared City-side Facilities						
Land Acquisition[e]	Tank Sites	BCIP-LA-T	1	sites	-	285,000
Storage Reservoir[f]	5.7 MG Zone A Tank	BCIP-T-A	1	L.S.	5,809,500	8,133,000
Storage Reservoir[f]	2.3 MG WWTP Diurnal Storage Tank	BCIP-T-DS	1	L.S.	4,262,640	5,968,000
Booster Pump Station	5.00 mgd Zone A Expansion	BCIP-PS-A	1	L.S.	1,818,715	2,546,000
Booster Pump Station	6.34 mgd for Zone F	BCIP-PS-F	1	L.S.	2,016,095	2,823,000
Booster Pump Station	8.32 mgd for Zone B	BCIP-PS-B	1	L.S.	2,309,610	3,233,000
Booster Pump Station	3.89 mgd for Zone D	BCIP-PS-D	1	L.S.	1,654,515	2,316,000
Booster Pump Station	2.88 mgd for Zone E	BCIP-PS-E	1	L.S.	1,505,630	2,108,000
New Pipeline (Developed Area)	8-inch diameter	BCIP-PD-8	-	lf	-	-
New Pipeline (Developed Area)	10-inch diameter	BCIP-PD-10	-	lf	-	-
New Pipeline (Developed Area)	12-inch diameter	BCIP-PD-12	-	lf	-	-
New Pipeline (Developed Area)	14-inch diameter	BCIP-PD-14	-	lf	-	-
New Pipeline (Developed Area)	16-inch diameter	BCIP-PD-16	2,499	lf	837,072	1,172,000
New Pipeline (Developed Area)	18-inch diameter	BCIP-PD-18	-	lf	-	-
New Pipeline (Developed Area)	20-inch diameter	BCIP-PD-20	-	lf	-	-
New Pipeline (Developed Area)	24-inch diameter	BCIP-PD-24	21,852	lf	10,161,175	14,226,000
New Pipeline (Developed Area)	30-inch diameter	BCIP-PD-30	-	lf	-	-
New Pipeline (Undeveloped Area)	8-inch diameter	BCIP-PU-8	-	lf	-	-
New Pipeline (Undeveloped Area)	10-inch diameter	BCIP-PU-10	-	lf	-	-
New Pipeline (Undeveloped Area)	12-inch diameter	BCIP-PU-12	19,557	lf	4,302,643	6,024,000
New Pipeline (Undeveloped Area)	14-inch diameter	BCIP-PU-14	-	lf	-	-
New Pipeline (Undeveloped Area)	16-inch diameter	BCIP-PU-16	5,343	lf	1,522,836	2,132,000
New Pipeline (Undeveloped Area)	18-inch diameter	BCIP-PU-18	9,202	lf	2,898,523	4,058,000
New Pipeline (Undeveloped Area)	20-inch diameter	BCIP-PU-20	-	lf	-	-
New Pipeline (Undeveloped Area)	24-inch diameter	BCIP-PU-24	7,219	lf	2,851,449	3,992,000
New Pipeline (Undeveloped Area)	30-inch diameter	BCIP-PU-30	5,882	lf	2,823,234	3,953,000
Jack and Bore	Boring and Receiving Pits	BCIP-JB-PIT	5	each	200,000	280,000
Jack and Bore	8-inch diameter (16-inch casing)	BCIP-JB-8	-	lf	-	-
Jack and Bore	12-inch diameter (21-inch casing)	BCIP-JB-12	-	lf	-	-
Jack and Bore	16-inch diameter (24-inch casing)	BCIP-JB-16	-	lf	-	-
Jack and Bore	18-inch diameter (24-inch casing)	BCIP-JB-18	-	lf	-	-
Jack and Bore	20-inch diameter (30-inch casing)	BCIP-JB-20	-	lf	-	-
Jack and Bore	24-inch diameter (36-inch casing)	BCIP-JB-24	1,234	lf	1,227,805	1,719,000
Jack and Bore	30-inch diameter (42-inch casing)	BCIP-JB-30	359	lf	400,168	560,000
					Total	**$ 65,528,000**

(a) Costs shown are presented in 2020 dollars.
(b) Estimated construction costs do not yet reflect an adjustment to account for the current economic bidding climate.
(c) Costs include mark-ups equal to 40 percent (General Contingency: 15 percent; Design and Planning: 10 percent; Construction Management: 10 percent; and Program Administration: 5 percent).
(d) Total rounded to nearest $1,000.
(e) Assumes each tank site is 1.5 acres. Cost includes Zone A Tank site.
(f) Recommended volume based on active volume. Cost assumes the Zone A tank will be an aboveground welded steel tank, and the WWTP tank will be a partially buried prestressed concrete tank.

10.4 CAPITAL IMPROVEMENT PROGRAM TIMING AND TRIGGERS

As described in Chapters 7 and 8 for the potable water system and Chapter 9 for the recycled water system, the construction of the capital improvements for the future potable and recycled water systems should be coordinated with the proposed schedules of new development and/or other system needs to ensure that the required infrastructure will be in place to serve future customers when needed.

Triggers for capital improvements vary depending on the improvement type and the location of the specific improvement project. General guidelines are summarized as follows:

- Existing system pipeline improvements are triggered by existing fire flow deficiencies and should be addressed as soon as funding is available.
- Improvements that improve system operational flexibility and reliability should be prioritized. Examples of such improvements include the equipping of the City's existing wells with ammonia addition, the JJWTP expansion and construction of Clearwell #3 at the JJWTP, and implementation of SCADA system improvements and backup power provisions.
- Pipelines which extend potable water service to currently undeveloped areas are generally triggered by development of those areas. Hydraulic evaluations for specific developments should be conducted to confirm that the proposed pipelines to serve each development are adequate.
- The NCIP-PI-1 and NCIP-PI-2 projects are triggered by new development, which is expected to occur by 2025, and should be in service before 2025. Similarly, the infrastructure needed to re-zone the existing transmission mains in Lammers Road, Schulte Road, and Hansen Road from Zone 2 to Zone 3 should be constructed before 2025.
- New valve interconnections between pressure zones are triggered when the pipelines requiring the valve connections are constructed.
- Pump stations and tanks which serve a new pressure zone with no existing facilities, such as Zones 5 and 6 in the potable water system or Zones B through F in the recycled water system, are triggered when development of the new pressure zone begins.
- New pump stations and tanks which serve an existing pressure zone are triggered when total demands within that pressure zone nearly exceeds the capacity of existing facilities. The City should continue to monitor demands within the existing pressure zones and begin design and construction of new facilities in advance of demands exceeding existing capacity.

APPENDIX A

Land Use Assumptions and Projected Water Demands for New Developments

Table A-1. Land Uses with TAZ Estimates provided by City Planning Division

General Plan Planning Area/Common Name	TAZ	Total Acres	Adjusted Total Acres	Overall Density (Units per Gross Acre)	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2040	TAZ 2040	TAZ 2040	TAZ 2040	TAZ 2040	Taz 2040	TAZ 2040 to Buildout	TAZ 2040 to Buildout	TAZ Buildout	TAZ Buildout	TAZ Buildout	TAZ Buildout	Very Low Density (1.5 DU per acre typical)	Low Density (4.35 DU per acre typical)	Medium Density (9 DU per acre typical)	High Density SFD (13 DU per acre typical)	High Density Multi-Family (24 DU per acre typical)	Total Resid SF DU	Total Resid MF DU	Senior /Assisted Living		Institutional (Hospital and Medical Office)		Industrial Acres (0.5 FAR)	Retail/Commercial/ Office Acres
					SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr Assist Liv Acres	SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr Assist Liv Acres	SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr. Assist Liv Acres	acres	acres	acres	acres	acres			units	acres	square footage	acres		
UR 5 (Bright) (1)	527	170	108	8.2							546								10					40	38	10	10	546	0		0		0	0	10
	789										100	240																100	240		0		0	0	0
UR 7 (Bright/Castro) (2)	792	112	107	5.7	150						456													40	48			606	0		0		0	0	0
Rocking Horse (3)	788	58	55	4.5	250																			55				250	0		0		0	0	0
Tracy Village (4)	535	135	130	4.6	400						200													130				600	0		0		0	0	0
UR1 (5)	515	780	780	3.8	50	50					200							169	20				380	300	65		25	250	219		0		0	0	20
	517																400											400	0		0		0	0	0
	613										200						260											460	0		0		0	0	0
	616																300											300	0		0		0	0	0
	617												10				200	200										200	200		0		0	0	10
	618				50	50					200	50					300											550	100		0		0	0	0
	659																200											200	0		0		0	0	0
Ellis (6)	529	321	185	4.1	43						132													178	7			175	0		0		0	0	0
	661											60																0	60		0		0	0	0
	662				43						132																	175	0		0		0	0	0
	663				43						132																	175	0		0		0	0	0
	664										176																	176	0		0		0	0	0
Avenues (8)	670	96	96	4.7							350													96				350	0		0		0	0	0
	599										103																	103	0		0		0	0	0
UR10 (9)	660	116	116	N/A																116								0	0		0		0	116	0
Tracy Hills (10)	573	2732	1845	3.3	200						100		7										81	876	342	8		300	0		0		0	0	9
	574																			27								0	0		0		0	27	0
	601																700			85								700	0		0		0	85	0
	682										600																	600	0		0		0	0	0
	683				200						150						100											450	0		0		0	0	0
	684										300																	300	0		0		0	0	0
	685										908						200											1,108	0		0		0	0	0
	686										500						500											1,000	0		0		0	0	0
	687										320																	320	0		0		0	0	0
	688										450																	450	0		0		0	0	0
	689				200						600																	800	0		0		0	0	0
	690				200						100																	300	0		0		0	0	0
	691													196														0	0		0		0	196	0
	692																500											500	0		0		0	0	0
	693				200						185		30															385	0		0		0	0	30
	1044										50																	50	0		0		0	0	0
Gateway (11)	794	535	454			75	8.5					302	34						34						50		17	0	377	1,557	0	688,000	0	0	120
	839									17						69												0	0		86		0	0	0
	840																											0	0		0		0	0	0
	843									12.5						50												0	0		63		0	0	0
	844						8				50		33						34									50	0		0		0	0	75
	845								20						60						50							0	0		0		130	0	0
	847				160						325																	485	0		0		0	0	0
	848				18					5	75					20												93	0		25		0	0	0
UR6 (Cordes Ranch) (12)	829	1730	971	N/A			5						40	150																	0		0	150	171
	830						5						20																		0		0	0	25
	831													50																	0		0	50	0
	832							50					54	50																	0		0	100	54
	833													110																	0		0	110	0
	834							20						20																	0		0	40	0
	835																		57												0		0	0	57

Table A-1. Land Uses with TAZ Estimates provided by City Planning Division

General Plan Planning Area/Common Name	TAZ	Total Acres	Adjusted Total Acres	Overall Density (Units per Gross Acre)	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2040	TAZ 2040	TAZ 2040	TAZ 2040	TAZ 2040	Taz 2040	TAZ 2040 to Buildout	TAZ 2040 to Buildout	TAZ Buildout	TAZ Buildout	TAZ Buildout	TAZ Buildout	Very Low Density (1.5 DU per acre typical)	Low Density (4.35 DU per acre typical)	Medium Density (9 DU per acre typical)	High Density SFD (13 DU per acre typical)	High Density Multi-Family (24 DU per acre typical)	Total Resid SF DU	Total Resid MF DU	Senior /Assisted Living		Institutional (Hospital and Medical Office)		Industrial Acres (0.5 FAR)	Retail/Commercial/ Office Acres
					SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr Assist Liv Acres	SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr Assist Liv Acres	SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr. Assist Liv Acres	acres	acres	acres	acres	acres			units	acres	square footage	acres		
	836																														0		0	0	0
	837													50																		0		0	50	0
	838													74																		0		0	74	0
	840													143																		0		0	143	0
	841							50						143																		0		0	193	0
UR4 (Bright Triangle) (13)	795	190	162	5														816									34	0	816		0		0	0	43
	817																		22									0	0		0		0	0	22
	818																		22									0	0		0		0	0	22
	828																		80									0	0		0		0	0	80
UR3 (Catellus) (14)	819	700	700	0.1																66			40					0	0		0		0	66	40
	820																		40	66								0	0		0		0	66	40
	821																60			66								60	0		0		0	66	0
	822																			67								0	0		0		0	67	0
	823																			67								0	0		0		0	67	0
	824																		45	67								0	0		0		0	67	45
	825																			67								0	0		0		0	67	0
	1039																			69								0	0		0		0	69	0
I-205 Expansion (15)	525	172	172	10.2							257	180	50				257	180							42	50	30	514	360		0		0	0	50
	641										257	180					257	180										514	360		0		0	0	0
West Side Industrial (16)	528	487	485	N/A				120						240																	0		0	360	0
	842													200																	0		0	200	0
	851							45						45																	0		0	90	0
East Side Industrial (17)	510	370	368	N/A										220																	0		0	220	0
	511												5	69																	0		0	69	5
	627													74																	0		0	74	0
Larch Clover (18)	521	442	100	2.7																			250	40	40		12	0	0		0		0	0	0
	530																549											549	0		0		0	0	0
	554																											0	0		0		0	0	0
	638						10												80									0	0		0		0	0	90
	641																											0	0		0		0	0	0
	642																360	288	20									360	288		0		0	0	20
	656																											0	0		0		0	0	0
Chrisman Road (19)	647	116	113	N/A															13	100											0		0	100	13
Rocha (20)	810	91	91	8													296	431						68			23	296	431		0		0	0	0
Berg/Byron remainder (21)	796	56	44	9.3													26								39		5	26	0		0		0	0	0
	1040					72											275	60										275	132		0		0	0	0
	625																50											50	0		0		0	0	0
Berg Road Subdivision (22)	1040	10	10	7.1	71																				10			71	0		0		0	0	0
SWC Valpico and Corral Hollow (23)	671	65	65	4.3													282							65				282	0		0		0	0	0
Kagehiro (24)	534	47	10	5	62																			10				62	0		0		0	0	0
Dobler/ Maibes (25)	644	23	23	N/A									23																		0		0	0	23
Holly Sugar Industrial	518	160	143	N/A									18	125																	0		0	125	18
Between Holly Sugar and Arbor	636	111	100											50						50											0		0	100	0
Gabriel Estates	653																																		
San Marco	622																																		
	654																																		
Sterling Park	624																																		
Alden Meadows	791																																		
Presidio	623																																		
Placencia Fields/CalTrans	793																	30	1									0	30		0		0	0	1
Belconte	797																																		
Lyon Crossroads	625																																		

Table A-1. Land Uses with TAZ Estimates provided by City Planning Division

General Plan Planning Area/Common Name	TAZ	Total Acres	Adjusted Total Acres	Overall Density (Units per Gross Acre)	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2040	TAZ 2040	TAZ 2040	TAZ 2040	TAZ 2040	Taz 2040	TAZ 2040 to Buildout	TAZ 2040 to Buildout	TAZ Buildout	TAZ Buildout	TAZ Buildout	TAZ Buildout	Very Low Density (1.5 DU per acre typical)	Low Density (4.35 DU per acre typical)	Medium Density (9 DU per acre typical)	High Density SFD (13 DU per acre typical)	High Density Multi-Family (24 DU per acre typical)	Total Resid SF DU	Total Resid MF DU	Senior /Assisted Living		Institutional (Hospital and Medical Office)		Industrial Acres (0.5 FAR)	Retail/Commercial/ Office Acres
					SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr Assist Liv Acres	SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr Assist Liv Acres	SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr. Assist Liv Acres	acres	acres	acres	acres	acres			units	acres	square footage	acres		
Cintra Park	640																																	
Woodfield Estates	1042																																	
SWC Grant Line and Corral Hollow	639						1.06			2.73																				3		0	0	1
Bridle Creek, Laurelbrook	526																																	
Heartland / Chesapeake Bay	798																																	
West HS / Alegre Commons	556																																	
Summergate	555																																	
Arnaudo Village, Rebeiro	657																																	
East of Tracy Blvd, between I-205 & Grant Line (La Quinta)	553						87-room hotel																					0	0		0		0	0	0
The Classics, California Espirit, Mobile Home Park	537																																	
Garden Square + Shamrock	699																			4								0	0		0		0	4	0
Garden Square+ Brookview	1041																																	
Garden Square	696																																	
Mars Ct, Gandy Dancer area	816							4.8												18								0	0		0		0	23	0
Jim Tracey (vacant)	815												29															0	0		0		0	0	29
N. Side Valpico, inc. Tar pit	811																	442										0	442		0		0	0	0
NEI Amazon + Crate & Barrel North bldg.	649													15														0	0		0		0	15	0
US Cold, other Ind.	650																																	
Crate & Barrel South, Amazon Pkng	680													5														0	0		0		0	5	0
OSH, Seagate, United Grocers	635																																	
Various M-1 and M-2, SEC MacArthur and Grant Line	509																																	
Red Maple Village (west half)	814																																	
ISP (So. Side Valpico, b/t RR spur & Glenbriar)	589																																	
Heinz	694													11						11								0	0		0		0	22	0
Mission Court	612											200						210										0	410		0		0	0	0
Red Maple remainder	813												3					78										0	78		0		0	0	3
Sycamore Village (apts +SFDs)	652																																	
LDR	610																																	
Corral Hollow Estates (county)	603																																	
old residential	541																																	
old residential (Clover+more)	538																																	
South side GL, west of MA (GHC + res)	540																																	
LDR, Dr. Powers Park	557																																	
Old Res., Millenium	544																																	
Old Res, Lincoln Park-mostly built but includes NEC 11th & Central	545											12																0	12		0		0	0	0
S. Side old downtown, MDR, LDR, PUD	567																	20										0	20		0		0	0	0
Edgewood	597																																	
Edgewood	785																																	
Edgewood-res plus commercial site	784						2.4						8.5																	0		0	0	11
Edgewood, Brookview West	786																																	
Edgewood	787																																	
Edgewood	598																																	
Fairhaven, Victoria Greens, Harvest Glen, Glen Creek	596																																	
Murifield 8 & 9	607																																	
Murifield	608																																	
Parkside Estates, California Parkside, California Marquis	609																																	

Table A-1. Land Uses with TAZ Estimates provided by City Planning Division

General Plan Planning Area/Common Name	TAZ	Total Acres	Adjusted Total Acres	Overall Density (Units per Gross Acre)	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2040	TAZ 2040	TAZ 2040	TAZ 2040	TAZ 2040	Taz 2040	TAZ 2040 to Buildout	TAZ 2040 to Buildout	TAZ Buildout	TAZ Buildout	TAZ Buildout	TAZ Buildout	Very Low Density (1.5 DU per acre typical)	Low Density (4.35 DU per acre typical)	Medium Density (9 DU per acre typical)	High Density SFD (13 DU per acre typical)	High Density Multi-Family (24 DU per acre typical)	Total Resid SF DU	Total Resid MF DU	Senior /Assisted Living		Institutional (Hospital and Medical Office)		Industrial Acres (0.5 FAR)	Retail/Commercial/ Office Acres
					SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr Assist Liv Acres	SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr Assist Liv Acres	SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr. Assist Liv Acres	acres	acres	acres	acres	acres			units	acres	square footage	acres		
Glenbriar, Pebblebrook	590																																	
County Residential	591																																	
Tiburon Village, Katerra Apts	812					264																						0			0		0	0	0
Larkspur Estates-14 units remaining	536				14																							14			0		0	0	0
Eastlake	614																																	
Elissagaray Ranch	615																																	
Country Vista (Yosemite Vista)	695																																	
Victoria Park	611																																	
Santana, Centennial	651																																	
Schulte Ranch, Quail Glen, Countrywood, Vintage Estates, Mt Oso	568																	50											50		0		0	0	0
Forest Glen, Mt. Diablo Estates	566																																	
Bowtie East, Quail Run, Pheasant Crossing 2, CA Cameo, CA Collections	565											See TOD/Valley Link Plan						See TOD/Valley Link Plan												0		0	0	0
Bowtie West, Ryland Junction	564											See TOD/Valley Link Plan						See TOD/Valley Link Plan												0		0	0	0
Tennis Vista, RR property	621																			9										0		0	9	0
Tennis Village, Harvest Ridge	620																																	
Westchester Green, Rancho Pacific, Alden Glen, Fox Hollow	560																																	
Harvest Landing, Quail Meadows, Corral Hollow Estates	619																																	
CBD	561																																	
N. side 11th, b/t Parker & Central	550																																	
City Hall, Creamery, downtown	559																																	
S. sidw GL, west of MA, Light Industrial, PUD	542												1.75																	0		0	0	2
Tracy High, GHC, Res	587																																	
West of Downtown	562																																	
GHC, MDC, MDR (N. of 11th, b/t Tracy & Parker)	551																																	
Commercial, MDR (99 cent store, affordable hsg.)	563																																	
LDR, MDR, GHC (N. of 11th, b/t Lincoln & Tracy)	558																																	
LDR (East, Acacia)	543																																	
HDR	549																																	
(Hospital) MDR, MDC, MO	548						5						5															0	0		0		0	0	10
HDR, PUD, GHC, MDR, MDC (E. of Holly, N. of G.L.)	539																	65										0	65		0		0	0	0
LDR, MDR, MDC (El Pescadero Park, S. side Clover)	552					20						20						60										0	100		0		0	0	0
s. side GL, b/t Parker &East	546											22																0	22		0		0	0	0
GHC, HDR, LDR, POM, MDR	547																																	
Highway Service, GHC (Kaiser, Arco)	655						5						5																	0		0	0	10
M-1, PUD, HS (N. of I-205, b/t Tracy & Holly)	637																			2										0		0	2	0
M-2	700																																	
Airport	593																		?	?										0		0	0	0
Redbridge	602																																	
I-205 Specific Plan (N. part of Harvest)	799												1																	0		0	0	1
I-205-Auto Plaza	808												3.7																	0		0	0	4
I-205-Auto Plaza	806																																	
I-205 CC-West Valley Mall+	643												20																	0		0	0	20

Table A-1. Land Uses with TAZ Estimates provided by City Planning Division

General Plan Planning Area/Common Name	TAZ	Total Acres	Adjusted Total Acres	Overall Density (Units per Gross Acre)	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2025	TAZ 2040	TAZ 2040	TAZ 2040	TAZ 2040	TAZ 2040	Taz 2040	TAZ 2040 to Buildout	TAZ 2040 to Buildout	TAZ Buildout	TAZ Buildout	TAZ Buildout	TAZ Buildout	Very Low Density (1.5 DU per acre typical)	Low Density (4.35 DU per acre typical)	Medium Density (9 DU per acre typical)	High Density SFD (13 DU per acre typical)	High Density Multi-Family (24 DU per acre typical)	Total Resid SF DU	Total Resid MF DU	Senior /Assisted Living		Institutional (Hospital and Medical Office)		Industrial Acres (0.5 FAR)	Retail/Commercial/ Office Acres
					SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr Assist Liv Acres	SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr Assist Liv Acres	SFDU	MFDU	Retail/Office Acres	Ind Acres	Institutional Acres	Sr. Assist Liv Acres	acres	acres	acres	acres	acres			units	acres	square footage	acres		
I-205-Home Depot, Winco	803																																	
I-205-NEC Naglee & GL	809																																	
I-205 Outlets & Surrounding	634						5 acre office +107 room hotel						13															0			0	0	13
NEI-Yellow freight & IPT 1	632																																	
NEI-Rados Haley	628													52														0			0	52	0
NEI-Home Depot, Ridgeline +	633							26																				0			0	26	0
NEI-IPT 2, FEMA +	631							75																				0			0	75	0
NEI-Seefried	629							71																				0			0	71	0
NEI Prologis, basin (NWC GL & Paradise)	677							12																				0			0	12	0
NEI-Majestic	648							75																				0			0	75	0
NEI-Barbosa, Animal Shelter, part of PacMed, Katerra	678													20														0			0	20	0
NEI-Kellogg, part of Katerra	514																																	
NEI-SSI, Best Buy, Prologis (Chabot Ct)	679																																	
Totals		**9825**	**7333**		**2354**	**531**					**8154**	**1266**	**413.95**	**2112**	**60**	**139**	**6072**	**3279**	**478**	**957**	**50**		**751**	**1,898**	**681**	**68**	**156**	**16,580**	**4,812**	**1,557**	**176**	**688,000**	**130**	**3,618**	**1,196**

Does not include units/acreage already built
Does not include schools
Gateway office and industrial is really called "business commercial" in the draft Specific Plan
Cordes Ranch has built 7.7 million square feet of industrial, and about 14-16 million square feet to go

* Tracy Hills MUBP is 50 acres retail, 50 acres office, 80 acres medium density residential
**Pursuant to Ellis DA Ellis receives 2,250 RGAs above the GMO Guidelines Category of F3, which are not yet assigned a location
Larch Clover Planning Ares is largely built out-only assuming 100 acres of land use change (to retail)
Office FAR is assumed at .45, and Retail is .30
Industrial FAR is assumed at .45
Purple=Built Out TAZ

Table A-2. 2025 Time Frame - Land Use Assumptions and Projected Water Demands for New Developments

Project or Development Area	Data Source(s)[a]	Parks Area Assumption[b]	Assumed Recycled Water Availability	Residential – Very Low Density						Residential – Low Density						Residential – Medium Density						
				Dwelling Units	*Total Acres*	Residential Acres	Assumed Park Acres	PW Demand, af/yr[c]	RW Demand, af/yr[d]	Dwelling Units	*Total Acres*	Residential Acres	Assumed Park Acres	PW Demand, af/yr[c]	RW Demand, af/yr[d]	Dwelling Units	*Total Acres*	Residential Acres	Assumed Park Acres	Assumed Other Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]
UR 5 (Bright)	TAZ Spreadsheet	✓	✓																			
UR 7 (Bright/Castro)	TAZ Spreadsheet	✓	✓							150	34.5	30.6	3.9	67.8	16.3							
Rocking Horse	Hydraulic Analysis TM		✓							226	56.7	56.7		102.2								
Tracy Village[f]	Hydraulic Analysis TM		✓							400	64.1	64.1		180.9								
UR 1	TAZ Spreadsheet	✓								50	11.5	10.2	1.3	28.3		50	5.6	4.1	0.6	0.8	21.3	
Ellis[g,h]	Hydraulic Analysis TM		✓							664	150.5	150.5		300.3								
Avenues	Hydraulic Analysis TM		✓																			
UR 10	TAZ Spreadsheet	✓	✓																			
Tracy Hills[i]	Hydraulic Analysis TM, TAZ Spreadsheet	✓								1,073	269.8	269.8		485.3		132	33.2	28.2		5.0	56.4	
Westside Ranch	Westside Draft Specific Plan	✓	✓																			
Cordes Ranch	Hydraulic Analysis TM, TAZ Spreadsheet	✓																				
UR 4 (Bright Triangle)	TAZ Spreadsheet	✓	✓																			
UR 3 (Catellus)	TAZ Spreadsheet	✓	✓																			
I-205 Expansion	TAZ Spreadsheet	✓	✓																			
West Side Industrial	TAZ Spreadsheet	✓																				
East Side Industrial	TAZ Spreadsheet	✓																				
Larch-Clover	TAZ Spreadsheet	✓	✓																			
Chrisman Road	TAZ Spreadsheet	✓																				
Rocha	TAZ Spreadsheet	✓																				
Berg/Byron Remainder	TAZ Spreadsheet	✓																				
Berg Road Subdivision	Hydraulic Analysis TM															71	9.9	8.4		1.5	27.2	
SWC Valpico & Corral Hollow	TAZ Spreadsheet	✓	✓																			
Kagehiro[g,j]	Email from City Planning Division									252	47.0	47.0		114.0								
Dobler/Maibes	TAZ Spreadsheet	✓	✓																			
Holly Sugar Industrial	TAZ Spreadsheet	✓	✓																			
Northeast Industrial Area	Hydraulic Analysis TM																					
Industrial Areas Specific Plan	TAZ Spreadsheet																					
I-205 Corridor Specific Plan	TAZ Spreadsheet																					
Home 2 Suites	Hydraulic Analysis TM																					
Sierra Hills	Hydraulic Analysis TM																					
Grant Line Road Apartments	Hydraulic Analysis TM																					
Aspire II	Hydraulic Analysis TM																					
Harvest	Hydraulic Analysis TM																					
321 E. Grant Line Rd Apartments	Hydraulic Analysis TM																					
Barcelona Infill	Hydraulic Analysis TM									51	10.2	10.2		23.1								
Mountain View	Tracy Municipal Services Review, June 2019																					
Tracy Combined Cycle Power Plant RW Conversion[k]	Hydraulic Analysis TM		✓																			
Legacy Fields[l]	Hydraulic Analysis TM		✓																			
Parks RW Conversion[m]	2017 Irrigation Meters		✓																			
Infill (misc.)	TAZ Spreadsheet									14	3.2	3.2		6.3								
	Total									**2,880**	**647**	**642**	**5**	**1,308**	**16**	**253**	**49**	**41**	**1**	**7**	**105**	

(a) Data Source abbreviations:
TAZ Spreadsheet - data from Land Uses with TAZ Estimates_06_23_2021_2025_2040_BU_Independent.xlsx spreadsheet received from the City Planning Division in June 2021 (Table A-1).
Hydraulic Analysis TM - data from a previously prepared hydraulic analysis technical memorandum prepared by either West Yost Associates or Blackwater Consulting Engineers, Inc.

(b) For selected projects and development areas, it was assumed that 11.2% of the total acres in very low, low, and medium density residential land uses will be developed as parks. These park acres are in addition to the identified parks in the Rocking Horse, Ellis, Avenues, Tracy Hills Phase 1, and Legacy Fields developments. If available, recycled water was used to meet park demands.

(c) Includes 9.6% Unaccounted-for Water (UAFW).

(d) Includes 5.0% UAFW.

(e) Assumes that 15 percent of total gross acres will be landscaped and irrigated. If available, recycled water was used to meet irrigated area demands.

(f) Miscellaneous potable water demands for Tracy Village are from existing residential units to be annexed as part of the Project. Miscellaneous recycled water demand for Tracy Village is to fill the lakes which will be constructed as part of the project.

(g) Projected land use data includes dwelling units and acreage developed by 2017.

(h) Land use data for Ellis includes dwelling units constructed by 2017. Miscellaneous potable water demand for Ellis represents projected demands for the Aquatic Center minus 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.

(i) Land use data from hydraulic analysis TMs was used for Tracy Hills Phase 1. The parks acreage assumption was not applied to Tracy Hills Phase 1 because the available land use data specifically identified parks. The parks acreage assumption was applied to the remaining phases of Tracy Hills, which used land use data from the TAZ spreadsheet.

(j) Land use data for Kagehiro includes dwelling units constructed by 2017. Miscellaneous potable water demand for Kagehiro represents 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.

(k) Demands for the Tracy Combined Cycle Power Plant Recycled Water Conversion are from City of Tracy Recycled Water Project - Projected Recycled Water Demands TM, West Yost Associates, October 11, 2016.

(l) It was assumed that 50 percent of the remaining Legacy Fields acreage (from City of Tracy Parks Master Plan, Table A-1, April 2013) will be developed by 2025. Projected near term demands for Legacy Fields are equal to 50 percent of projected Legacy Fields demands for the 2040 and buildout time frames.

(m) Represents the transfer of 2017 metered potable demands for selected existing parks and irrigated areas to recycled water demands. Projected recycled water demands for these areas are larger than existing potable water demands due to current potable water conservation practices. Refer to Chapter 9 for a full list of irrigated areas projected to be converted to recycled water use.

Table A-2. 2025 Time Frame - Land Use Assumptions and Projected Water Demands for New Developments

Project or Development Area	Residential – High Density						Residential – Very High Density						Commercial					Office				
	Dwelling Units	*Total Acres*	Residential Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	Dwelling Units	*Total Acres*	Residential Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	*Total Acres*	Commercial Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	*Total Acres*	Office Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]
UR 5 (Bright)																						
UR 7 (Bright/Castro)																						
Rocking Horse																						
Tracy Village[f]													2.7	2.3	0.4	4.5	1.7					
UR 1	100	7.7	6.5	1.2	26.2																	
Ellis[g,h]																						
Avenues																						
UR 10																						
Tracy Hills[i]																						
Westside Ranch																						
Cordes Ranch													10.0	8.5	1.5	20.1						
UR 4 (Bright Triangle)																						
UR 3 (Catellus)																						
I-205 Expansion																						
West Side Industrial																						
East Side Industrial																						
Larch-Clover													10.0	8.5	1.5	16.9	6.3					
Chrisman Road																						
Rocha																						
Berg/Byron Remainder	72	5.0	4.3	0.8	18.7																	
Berg Road Subdivision																						
SWC Valpico & Corral Hollow																						
Kagehiro[g,j]																						
Dobler/Maibes																						
Holly Sugar Industrial																						
Northeast Industrial Area																						
Industrial Areas Specific Plan																						
I-205 Corridor Specific Plan																						
Home 2 Suites							110	2.6	2.2	0.4	18.5							0.6	0.5	0.1	1.1	
Sierra Hills	300	11.6	9.9	1.7	74.1																	
Grant Line Road Apartments	448	20.0	17.0	3.0	111.8																	
Aspire II	47	2.3	2.0	0.3	11.8																	
Harvest	300	17.9	15.2	2.7	76.6																	
321 E. Grant Line Rd Apartments	40	1.7	1.4	0.3	9.9																	
Barcelona Infill																						
Mountain View																						
Tracy Combined Cycle Power Plant RW Conversion[k]																						
Legacy Fields[l]																						
Parks RW Conversion[m]																						
Infill (misc.)	284	15.1	12.9	2.3	71.8								22.5	19.1	3.4	45.1						
Total	**1,591**	**81**	**69**	**12**	**401**		**110**	**3**	**2**	**0**	**18**		**45**	**38**	**7**	**87**	**8**	**1**	**1**	**0**	**1**	

(a) Data Source abbreviations:
TAZ Spreadsheet - data from Land Uses with TAZ Estimates_06_23_2021_2025_2040_BU_Independent.xlsx spreadsheet received from the City Planning Division in June 2021 (Table A-1).
Hydraulic Analysis TM - data from a previously prepared hydraulic analysis technical memorandum prepared by either West Yost Associates or Blackwater Consulting Engineers, Inc.

(b) For selected projects and development areas, it was assumed that 11.2% of the total acres in very low, low, and medium density residential land uses will be developed as parks. These park acres are in addition to the identified parks in the Rocking Horse, Ellis, Avenues, Tracy Hills Phase 1, and Legacy Fields developments. If available, recycled water was used to meet park demands.

(c) Includes 9.6% Unaccounted-for Water (UAFW).

(d) Includes 5.0% UAFW.

(e) Assumes that 15 percent of total gross acres will be landscaped and irrigated. If available, recycled water was used to meet irrigated area demands.

(f) Miscellaneous potable water demands for Tracy Village are from existing residential units to be annexed as part of the Project. Miscellaneous recycled water demand for Tracy Village is to fill the lakes which will be constructed as part of the project.

(g) Projected land use data includes dwelling units and acreage developed by 2017.

(h) Land use data for Ellis includes dwelling units constructed by 2017. Miscellaneous potable water demand for Ellis represents projected demands for the Aquatic Center minus 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.

(i) Land use data from hydraulic analysis TMs was used for Tracy Hills Phase 1. The parks acreage assumption was not applied to Tracy Hills Phase 1 because the available land use data specifically identified parks. The parks acreage assumption was applied to the remaining phases of Tracy Hills, which used land use data from the TAZ spreadsheet.

(j) Land use data for Kagehiro includes dwelling units constructed by 2017. Miscellaneous potable water demand for Kagehiro represents 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.

(k) Demands for the Tracy Combined Cycle Power Plant Recycled Water Conversion are from City of Tracy Recycled Water Project - Projected Recycled Water Demands TM, West Yost Associates, October 11, 2016.

(l) It was assumed that 50 percent of the remaining Legacy Fields acreage (from City of Tracy Parks Master Plan, Table A-1, April 2013) will be developed by 2025. Projected near term demands for Legacy Fields are equal to 50 percent of projected Legacy Fields demands for the 2040 and buildout time frames.

(m) Represents the transfer of 2017 metered potable demands for selected existing parks and irrigated areas to recycled water demands. Projected recycled water demands for these areas are larger than existing potable water demands due to current potable water conservation practices. Refer to Chapter 9 for a full list of irrigated areas projected to be converted to recycled water use.

Table A-2. 2025 Time Frame - Land Use Assumptions and Projected Water Demands for New Developments

Project or Development Area	Industrial					Institutional					Identified Parks			Misc. Water Demands		Total Dwelling Units	Total Area, acres	Total Potable Water Demand, af/yr	Total Recycled Water Demand, af/yr
	Total Acres	Industrial Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	*Total Acres*	Institutional Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	*Total Acres*	PW Demand, af/yr[c]	RW Demand, af/yr[d]	PW Demand, af/yr[c]	RW Demand, af/yr[d]				
UR 5 (Bright)																			
UR 7 (Bright/Castro)																150	34.5	67.8	16.3
Rocking Horse											2.4		10.1			226	59.1	102.2	10.1
Tracy Village[f]														17.7	126.1	400	66.8	203.1	127.8
UR 1																200	24.7	75.9	
Ellis[g,h]											11.2		47.2	-29		664	161.7	270.9	47.2
Avenues																			
UR 10																			
Tracy Hills[i]											11.4	50.4				1,205	314.3	592.1	
Westside Ranch																			
Cordes Ranch	429.7	365.2	64.5	660.7													439.7	680.8	
UR 4 (Bright Triangle)																			
UR 3 (Catellus)																			
I-205 Expansion																			
West Side Industrial	165.0	140.3	24.8	253.7													165.0	253.7	
East Side Industrial																			
Larch-Clover																	10.0	16.9	6.3
Chrisman Road																			
Rocha																			
Berg/Byron Remainder																72	5.0	18.7	
Berg Road Subdivision																71	9.9	27.2	
SWC Valpico & Corral Hollow																			
Kagehiro[g,j]														-24		252	47.0	89.8	
Dobler/Maibes																			
Holly Sugar Industrial																			
Northeast Industrial Area	259.0	220.2	38.9	398.2													259.0	398.2	
Industrial Areas Specific Plan	4.8	4.1	0.7	7.4													4.8	7.4	
I-205 Corridor Specific Plan																			
Home 2 Suites																110	3.2	19.6	
Sierra Hills																300	11.6	74.1	
Grant Line Road Apartments																448	20.0	111.8	
Aspire II																47	2.3	11.8	
Harvest																300	17.9	76.6	
321 E. Grant Line Rd Apartments																40	1.7	9.9	
Barcelona Infill																51	10.2	23.1	
Mountain View																			
Tracy Combined Cycle Power Plant RW Conversion[k]															33.7				33.7
Legacy Fields[l]											114.3	26.2	198.9				114.3	26.2	198.9
Parks RW Conversion[m]														-318	458.1			-318	458.1
Infill (misc.)						2.7	2.3	0.4	4.7							298	43.6	128.0	
Total	**859**	**730**	**129**	**1,320**		**3**	**2**	**0**	**5**		**139**	**77**	**256**	**-354**	**618**	**4,834**	**1,826**	**2,968**	**898**

(a) Data Source abbreviations:
TAZ Spreadsheet - data from Land Uses with TAZ Estimates_06_23_2021_2025_2040_BU_Independent.xlsx spreadsheet received from the City Planning Division in June 2021 (Table A-1).
Hydraulic Analysis TM - data from a previously prepared hydraulic analysis technical memorandum prepared by either West Yost Associates or Blackwater Consulting Engineers, Inc.

(b) For selected projects and development areas, it was assumed that 11.2% of the total acres in very low, low, and medium density residential land uses will be developed as parks. These park acres are in addition to the identified parks in the Rocking Horse, Ellis, Avenues, Tracy Hills Phase 1, and Legacy Fields developments. If available, recycled water was used to meet park demands.

(c) Includes 9.6% Unaccounted-for Water (UAFW).

(d) Includes 5.0% UAFW.

(e) Assumes that 15 percent of total gross acres will be landscaped and irrigated. If available, recycled water was used to meet irrigated area demands.

(f) Miscellaneous potable water demands for Tracy Village are from existing residential units to be annexed as part of the Project. Miscellaneous recycled water demand for Tracy Village is to fill the lakes which will be constructed as part of the project.

(g) Projected land use data includes dwelling units and acreage developed by 2017.

(h) Land use data for Ellis includes dwelling units constructed by 2017. Miscellaneous potable water demand for Ellis represents projected demands for the Aquatic Center minus 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.

(i) Land use data from hydraulic analysis TMs was used for Tracy Hills Phase 1. The parks acreage assumption was not applied to Tracy Hills Phase 1 because the available land use data specifically identified parks. The parks acreage assumption was applied to the remaining phases of Tracy Hills, which used land use data from the TAZ spreadsheet.

(j) Land use data for Kagehiro includes dwelling units constructed by 2017. Miscellaneous potable water demand for Kagehiro represents 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.

(k) Demands for the Tracy Combined Cycle Power Plant Recycled Water Conversion are from City of Tracy Recycled Water Project - Projected Recycled Water Demands TM, West Yost Associates, October 11, 2016.

(l) It was assumed that 50 percent of the remaining Legacy Fields acreage (from City of Tracy Parks Master Plan, Table A-1, April 2013) will be developed by 2025. Projected near term demands for Legacy Fields are equal to 50 percent of projected Legacy Fields demands for the 2040 and buildout time frames.

(m) Represents the transfer of 2017 metered potable demands for selected existing parks and irrigated areas to recycled water demands. Projected recycled water demands for these areas are larger than existing potable water demands due to current potable water conservation practices. Refer to Chapter 9 for a full list of irrigated areas projected to be converted to recycled water use.

Table A-3. 2040 Time Frame - Land Use Assumptions and Projected Water Demands for New Developments

Project or Development Area	Data Source(s)[a]	Parks Area Assumption[b]	Assumed Recycled Water Availability	Residential – Very Low Density						Residential – Low Density						Residential – Medium Density						
				Dwelling Units	*Total Acres*	Residential Acres	Assumed Park Acres	PW Demand, af/yr[c]	RW Demand, af/yr[d]	Dwelling Units	*Total Acres*	Residential Acres	Assumed Park Acres	PW Demand, af/yr[c]	RW Demand, af/yr[d]	Dwelling Units	*Total Acres*	Residential Acres	Assumed Park Acres	Assumed Other Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]
UR 5 (Bright)	TAZ Spreadsheet	✓	✓							174	40.0	35.5	4.5	78.7	18.9	342	38.1	28.1	4.3	5.7	111.9	42.0
UR 7 (Bright/Castro)	TAZ Spreadsheet	✓	✓							174	40.0	35.5	4.5	78.7	18.9	432	48.0	35.4	5.4	7.2	141.3	53.0
Rocking Horse	Hydraulic Analysis TM		✓							226	56.7	56.7		102.2								
Tracy Village[f]	Hydraulic Analysis TM		✓							600	96.2	96.2		271.4								
UR 1	TAZ Spreadsheet	✓								450	103.4	91.9	11.6	254.8		250	27.8	20.5	3.1	4.2	106.6	
Ellis[g,h]	Hydraulic Analysis TM		✓							958	213.5	213.5		433.3								
Avenues	Hydraulic Analysis TM		✓							480	90.4	90.4		217.1								
UR 10	TAZ Spreadsheet	✓	✓																			
Tracy Hills[i]	Hydraulic Analysis TM, TAZ Spreadsheet	✓	✓	100	66.7	59.2	7.5	53.2	31.4	3,111	737.1	695.7	41.4	1,407.0	174.3	1,841	232.4	180.3	17.2	34.9	602.2	219.3
Westside Ranch	Westside Draft Specific Plan	✓	✓													2,130	210.0	155.0	23.5	31.5	696.8	231.7
Cordes Ranch[j]	Hydraulic Analysis TM, TAZ Spreadsheet	✓	✓																			
UR 4 (Bright Triangle)	TAZ Spreadsheet	✓	✓																			
UR 3 (Catellus)	TAZ Spreadsheet	✓	✓																			
I-205 Expansion	TAZ Spreadsheet	✓	✓													378	42.0	31.0	4.7	6.3	123.7	46.3
West Side Industrial	TAZ Spreadsheet	✓	✓																			
East Side Industrial	TAZ Spreadsheet	✓																				
Larch-Clover	TAZ Spreadsheet	✓	✓																			
Chrisman Road	TAZ Spreadsheet	✓																				
Rocha	TAZ Spreadsheet	✓																				
Berg/Byron Remainder	TAZ Spreadsheet	✓																				
Berg Road Subdivision	Hydraulic Analysis TM															71	9.9	8.4		1.5	27.2	
SWC Valpico & Corral Hollow	TAZ Spreadsheet	✓	✓																			
Kagehiro[g,k]	Email from City Planning Division									252	47.0	47.0		114.0								
Dobler/Maibes	TAZ Spreadsheet	✓	✓																			
Holly Sugar Industrial	TAZ Spreadsheet	✓	✓																			
Northeast Industrial Area	Hydraulic Analysis TM																					
Industrial Areas Specific Plan	TAZ Spreadsheet																					
I-205 Corridor Specific Plan	TAZ Spreadsheet																					
Home 2 Suites	Hydraulic Analysis TM																					
Sierra Hills	Hydraulic Analysis TM																					
Grant Line Road Apartments	Hydraulic Analysis TM																					
Aspire II	Hydraulic Analysis TM																					
Harvest	Hydraulic Analysis TM																					
321 E. Grant Line Rd Apartments	Hydraulic Analysis TM																					
Barcelona Infill	Hydraulic Analysis TM									51	10.2	10.2		23.1								
Mountain View	Tracy Municipal Services Review, June 2019			165	156.0	156.0		87.7														
Tracy Combined Cycle Power Plant RW Conversion[l]	Hydraulic Analysis TM		✓																			
Legacy Fields[m]	Hydraulic Analysis TM		✓																			
Parks RW Conversion[n]	2017 Irrigation Meters		✓																			
Infill (misc.)	TAZ Spreadsheet									14	3.2	3.2		6.3								
			Total	**265**	**223**	**215**	**7**	**141**	**31**	**6,490**	**1,438**	**1,376**	**62**	**2,987**	**212**	**5,444**	**608**	**459**	**58**	**91**	**1,810**	**592**

(a) Data Source abbreviations:
TAZ Spreadsheet - data from Land Uses with TAZ Estimates_06_23_2021_2025_2040_BU_Independent.xlsx spreadsheet received from the City Planning Division in June 2021 (Table A-1).
Hydraulic Analysis TM - data from a previously prepared hydraulic analysis technical memorandum prepared by either West Yost Associates or Blackwater Consulting Engineers, Inc.

(b) For selected projects and development areas, it was assumed that 11.2% of the total acres in very low, low, and medium density residential land uses will be developed as parks. These park acres are in addition to the identified parks in the Rocking Horse, Ellis, Avenues, Tracy Hills Phase 1, and Legacy Fields developments. If available, recycled water was used to meet park demands.
(c) Includes 9.6% Unaccounted-for Water (UAFW).
(d) Includes 5.0% UAFW.
(e) Assumes that 15 percent of total gross acres will be landscaped and irrigated. If available, recycled water was used to meet irrigated area demands.
(f) Miscellaneous potable water demands for Tracy Village are from existing residential units to be annexed as part of the Project. Miscellaneous recycled water demand for Tracy Village is to fill the lakes which will be constructed as part of the project.
(g) Projected land use data includes dwelling units and acreage developed by 2017.
(h) Land use data for Ellis includes dwelling units constructed by 2017. Miscellaneous potable water demand for Ellis represents projected demands for the Aquatic Center minus 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.
(i) Land use data from hydraulic analysis TMs was used for Tracy Hills Phase 1. The parks acreage assumption was not applied to Tracy Hills Phase 1 because the available land use data specifically identified parks. The parks acreage assumption was applied to the remaining phases of Tracy Hills, which used land use data from the TAZ spreadsheet.
(j) Miscellaneous water use for Cordes Ranch represents the transfer of 2017 metered potable irrigation demands to recycled water demands once recycled water service is extended to Cordes Ranch.
(k) Land use data for Kagehiro includes dwelling units constructed by 2017. Miscellaneous potable water demand for Kagehiro represents 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.
(l) Demands for the Tracy Combined Cycle Power Plant Recycled Water Conversion are from City of Tracy Recycled Water Project - Projected Recycled Water Demands TM, West Yost Associates, October 11, 2016.
(m) Remaining Legacy Fields acreage to be developed is from the City of Tracy Parks Master Plan, Table A-1, April 2013. Projected demands for Legacy Fields are equal to total demands projected in the Water Supply Assessment for the Holly Sugar Sports Park (West Yost Associates, June 2009) minus the existing recycled water demand for Legacy Fields.
(n) Represents the transfer of 2017 metered potable demands for selected existing parks and irrigated areas to recycled water demands. Projected recycled water demands for these areas are larger than existing potable water demands due to current potable water conservation practices. Refer to Chapter 9 for a full list of irrigated areas projected to be converted to recycled water use.

Table A-3. 2040 Time Frame - Land Use Assumptions and Projected Water Demands for New Developments

	Residential – High Density						Residential – Very High Density						Commercial					Office				
Project or Development Area	Dwelling Units	*Total Acres*	Residential Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	Dwelling Units	*Total Acres*	Residential Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	*Total Acres*	Commercial Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	*Total Acres*	Office Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]
UR 5 (Bright)	370	20.0	17.0	3.0	85.7	12.6																
UR 7 (Bright/Castro)																						
Rocking Horse																						
Tracy Village[f]													4.0	3.4	0.6	6.8	2.5					
UR 1	150	11.5	9.8	1.7	39.4								10.0	8.5	1.5	20.1						
Ellis[g,h]													14.8	12.6	2.2	25.0	9.3					
Avenues																						
UR 10																						
Tracy Hills[i]	125	7.0	6.0	1.1	29.0	4.4							40.6	34.5	6.1	68.7	25.6	45.5	38.7	6.8	64.2	28.7
Westside Ranch	414	26.0	22.1	3.9	95.9	16.4							149.0	126.7	22.4	252.2	94.1					
Cordes Ranch[j]													55.0	46.8	8.3	93.1	34.7	69.0	58.7	10.4	97.3	43.6
UR 4 (Bright Triangle)																						
UR 3 (Catellus)																						
I-205 Expansion	496	29.0	24.6	4.3	114.9	18.3							50.0	42.5	7.5	84.6	31.6					
West Side Industrial																						
East Side Industrial													5.0	4.3	0.8	10.0						
Larch-Clover													10.0	8.5	1.5	16.9	6.3					
Chrisman Road																						
Rocha																						
Berg/Byron Remainder	72	5.0	4.3	0.8	18.7																	
Berg Road Subdivision																						
SWC Valpico & Corral Hollow																						
Kagehiro[g,k]																						
Dobler/Maibes													23.0	19.6	3.5	38.9	14.5					
Holly Sugar Industrial													18.0	15.3	2.7	30.5	11.4					
Northeast Industrial Area																						
Industrial Areas Specific Plan													32.0	27.2	4.8	64.2						
I-205 Corridor Specific Plan													37.7	32.0	5.7	75.7						
Home 2 Suites							110	2.6	2.2	0.4	18.5							0.6	0.5	0.1	1.1	
Sierra Hills	300	11.6	9.9	1.7	74.1																	
Grant Line Road Apartments	448	20.0	17.0	3.0	111.8																	
Aspire II	47	2.3	2.0	0.3	11.8																	
Harvest	300	17.9	15.2	2.7	76.6																	
321 E. Grant Line Rd Apartments	40	1.7	1.4	0.3	9.9																	
Barcelona Infill																						
Mountain View																						
Tracy Combined Cycle Power Plant RW Conversion[l]																						
Legacy Fields[m]																						
Parks RW Conversion[n]																						
Infill (misc.)	538	28.7	24.4	4.3	136.1								99.4	84.5	14.9	199.6						
Total	**3,300**	**181**	**154**	**27**	**804**	**52**	**110**	**3**	**2**	**0**	**18**		**549**	**466**	**82**	**986**	**230**	**115**	**98**	**17**	**163**	**72**

(a) Data Source abbreviations:
TAZ Spreadsheet - data from Land Uses with TAZ Estimates_06_23_2021_2025_2040_BU_Independent.xlsx spreadsheet received from the City Planning Division in June 2021 (Table A-1).
Hydraulic Analysis TM - data from a previously prepared hydraulic analysis technical memorandum prepared by either West Yost Associates or Blackwater Consulting Engineers, Inc.

(b) For selected projects and development areas, it was assumed that 11.2% of the total acres in very low, low, and medium density residential land uses will be developed as parks. These park acres are in addition to the identified parks in the Rocking Horse, Ellis, Avenues, Tracy Hills Phase 1, and Legacy Fields developments. If available, recycled water was used to meet park demands.

(c) Includes 9.6% Unaccounted-for Water (UAFW).

(d) Includes 5.0% UAFW.

(e) Assumes that 15 percent of total gross acres will be landscaped and irrigated. If available, recycled water was used to meet irrigated area demands.

(f) Miscellaneous potable water demands for Tracy Village are from existing residential units to be annexed as part of the Project. Miscellaneous recycled water demand for Tracy Village is to fill the lakes which will be constructed as part of the project.

(g) Projected land use data includes dwelling units and acreage developed by 2017.

(h) Land use data for Ellis includes dwelling units constructed by 2017. Miscellaneous potable water demand for Ellis represents projected demands for the Aquatic Center minus 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.

(i) Land use data from hydraulic analysis TMs was used for Tracy Hills Phase 1. The parks acreage assumption was not applied to Tracy Hills Phase 1 because the available land use data specifically identified parks. The parks acreage assumption was applied to the remaining phases of Tracy Hills, which used land use data from the TAZ spreadsheet.

(j) Miscellaneous water use for Cordes Ranch represents the transfer of 2017 metered potable irrigation demands to recycled water demands once recycled water service is extended to Cordes Ranch.

(k) Land use data for Kagehiro includes dwelling units constructed by 2017. Miscellaneous potable water demand for Kagehiro represents 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.

(l) Demands for the Tracy Combined Cycle Power Plant Recycled Water Conversion are from City of Tracy Recycled Water Project - Projected Recycled Water Demands TM, West Yost Associates, October 11, 2016.

(m) Remaining Legacy Fields acreage to be developed is from the City of Tracy Parks Master Plan, Table A-1, April 2013. Projected demands for Legacy Fields are equal to total demands projected in the Water Supply Assessment for the Holly Sugar Sports Park (West Yost Associates, June 2009) minus the existing recycled water demand for Legacy Fields.

(n) Represents the transfer of 2017 metered potable demands for selected existing parks and irrigated areas to recycled water demands. Projected recycled water demands for these areas are larger than existing potable water demands due to current potable water conservation practices. Refer to Chapter 9 for a full list of irrigated areas projected to be converted to recycled water use.

Table A-3. 2040 Time Frame - Land Use Assumptions and Projected Water Demands for New Developments

	Industrial					Institutional					Identified Parks			Misc. Water Demands					
Project or Development Area	*Total Acres*	Industrial Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	*Total Acres*	Institutional Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	*Total Acres*	PW Demand, af/yr[c]	RW Demand, af/yr[d]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	Total Dwelling Units	Total Area, acres	Total Potable Water Demand, af/yr	Total Recycled Water Demand, af/yr
UR 5 (Bright)																886	98.1	276.3	73.5
UR 7 (Bright/Castro)																606	88.0	220.0	71.8
Rocking Horse											2.4		10.1			226	59.1	102.2	10.1
Tracy Village[f]														17.7	156.0	600	100.2	295.8	158.5
UR 1																850	152.8	420.8	
Ellis[g,h]	28.8	24.5	4.3	35.2	18.2	16.0	13.6	2.4	22.6	10.1	16.7		70.3	-29		958	289.8	486.7	108.0
Avenues											4.6		19.4			480	95.0	217.1	19.4
UR 10																			
Tracy Hills[i]	196.0	166.6	29.4	239.6	123.8	18.6	15.8	2.8	26.2	11.7	27.9		117.5			5,177	1,371.7	2,490.1	736.9
Westside Ranch						150.0	127.5	22.5	211.6	94.7						2,544	535.0	1,256.4	436.9
Cordes Ranch[j]	1,219.7	1,036.7	183.0	1,490.9	770.3									-84	83.8		1,343.7	1,597.5	932.5
UR 4 (Bright Triangle)																			
UR 3 (Catellus)																			
I-205 Expansion																874	121.0	323.2	96.2
West Side Industrial	650.0	552.5	97.5	794.5	410.5												650.0	794.5	410.5
East Side Industrial	363.0	308.6	54.5	558.2													368.0	568.2	
Larch-Clover																	10.0	16.9	6.3
Chrisman Road																			
Rocha																			
Berg/Byron Remainder																72	5.0	18.7	
Berg Road Subdivision																71	9.9	27.2	
SWC Valpico & Corral Hollow																			
Kagehiro[g,k]														-24		252	47.0	89.8	
Dobler/Maibes																	23.0	38.9	14.5
Holly Sugar Industrial	125.0	106.3	18.8	152.8	78.9												143.0	183.3	90.3
Northeast Industrial Area	468.0	397.8	70.2	719.6													468.0	719.6	
Industrial Areas Specific Plan	4.8	4.1	0.7	7.4													36.8	71.6	
I-205 Corridor Specific Plan																	37.7	75.7	
Home 2 Suites																110	3.2	19.6	
Sierra Hills																300	11.6	74.1	
Grant Line Road Apartments																448	20.0	111.8	
Aspire II																47	2.3	11.8	
Harvest																300	17.9	76.6	
321 E. Grant Line Rd Apartments																40	1.7	9.9	
Barcelona Infill																51	10.2	23.1	
Mountain View																165	156.0	87.7	
Tracy Combined Cycle Power Plant RW Conversion[l]															33.7				33.7
Legacy Fields[m]											228.5	52.3	397.9				228.5	52.3	397.9
Parks RW Conversion[n]														-318	458.1			-318	458.1
Infill (misc.)	81.0	68.9	12.2	124.5		2.7	2.3	0.4	4.7							552	215.1	471.3	
Total	**3,136**	**2,666**	**470**	**4,123**	**1,402**	**187**	**159**	**28**	**265**	**117**	**280**	**52**	**615**	**-438**	**732**	**15,609**	**6,719**	**10,911**	**4,055**

(a) Data Source abbreviations:
TAZ Spreadsheet - data from Land Uses with TAZ Estimates_06_23_2021_2025_2040_BU_Independent.xlsx spreadsheet received from the City Planning Division in June 2021 (Table A-1).
Hydraulic Analysis TM - data from a previously prepared hydraulic analysis technical memorandum prepared by either West Yost Associates or Blackwater Consulting Engineers, Inc.

(b) For selected projects and development areas, it was assumed that 11.2% of the total acres in very low, low, and medium density residential land uses will be developed as parks. These park acres are in addition to the identified parks in the Rocking Horse, Ellis, Avenues, Tracy Hills Phase 1, and Legacy Fields developments. If available, recycled water was used to meet park demands.
(c) Includes 9.6% Unaccounted-for Water (UAFW).
(d) Includes 5.0% UAFW.
(e) Assumes that 15 percent of total gross acres will be landscaped and irrigated. If available, recycled water was used to meet irrigated area demands.
(f) Miscellaneous potable water demands for Tracy Village are from existing residential units to be annexed as part of the Project. Miscellaneous recycled water demand for Tracy Village is to fill the lakes which will be constructed as part of the project.
(g) Projected land use data includes dwelling units and acreage developed by 2017.
(h) Land use data for Ellis includes dwelling units constructed by 2017. Miscellaneous potable water demand for Ellis represents projected demands for the Aquatic Center minus 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.
(i) Land use data from hydraulic analysis TMs was used for Tracy Hills Phase 1. The parks acreage assumption was not applied to Tracy Hills Phase 1 because the available land use data specifically identified parks. The parks acreage assumption was applied to the remaining phases of Tracy Hills, which used land use data from the TAZ spreadsheet.
(j) Miscellaneous water use for Cordes Ranch represents the transfer of 2017 metered potable irrigation demands to recycled water demands once recycled water service is extended to Cordes Ranch.
(k) Land use data for Kagehiro includes dwelling units constructed by 2017. Miscellaneous potable water demand for Kagehiro represents 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.
(l) Demands for the Tracy Combined Cycle Power Plant Recycled Water Conversion are from City of Tracy Recycled Water Project - Projected Recycled Water Demands TM, West Yost Associates, October 11, 2016.
(m) Remaining Legacy Fields acreage to be developed is from the City of Tracy Parks Master Plan, Table A-1, April 2013. Projected demands for Legacy Fields are equal to total demands projected in the Water Supply Assessment for the Holly Sugar Sports Park (West Yost Associates, June 2009) minus the existing recycled water demand for Legacy Fields.
(n) Represents the transfer of 2017 metered potable demands for selected existing parks and irrigated areas to recycled water demands. Projected recycled water demands for these areas are larger than existing potable water demands due to current potable water conservation practices. Refer to Chapter 9 for a full list of irrigated areas projected to be converted to recycled water use.

Table A-4. Buildout Time Frame - Land Use Assumptions and Projected Water Demands for New Developments

Project or Development Area	Data Source(s)[a]	Parks Area Assumption[b]	Assumed Recycled Water Availability	Residential – Very Low Density						Residential – Low Density						Residential – Medium Density						
				Dwelling Units	*Total Acres*	Residential Acres	Assumed Park Acres	PW Demand, af/yr[c]	RW Demand, af/yr[d]	Dwelling Units	*Total Acres*	Residential Acres	Assumed Park Acres	PW Demand, af/yr[c]	RW Demand, af/yr[d]	Dwelling Units	*Total Acres*	Residential Acres	Assumed Park Acres	Assumed Other Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]
UR 5 (Bright)	TAZ Spreadsheet	✓	✓							174	40.0	35.5	4.5	78.7	18.9	342	38.1	28.1	4.3	5.7	111.9	42.0
UR 7 (Bright/Castro)	TAZ Spreadsheet	✓	✓							174	40.0	35.5	4.5	78.7	18.9	432	48.0	35.4	5.4	7.2	141.3	53.0
Rocking Horse	Hydraulic Analysis TM		✓							226	56.7	56.7		102.2								
Tracy Village[f]	Hydraulic Analysis TM		✓							600	96.2	96.2		271.4								
UR 1	TAZ Spreadsheet	✓	✓	570	380.0	337.4	42.6	303.0	179.2	1,255	288.5	256.2	32.3	567.6	136.1	535	59.4	43.9	6.7	8.9	175.0	65.6
Ellis[g,h]	Hydraulic Analysis TM		✓							958	213.5	213.5		433.3								
Avenues	Hydraulic Analysis TM		✓							480	90.4	90.4		217.1								
UR 10	TAZ Spreadsheet	✓	✓																			
Tracy Hills[i]	Hydraulic Analysis TM, TAZ Spreadsheet	✓	✓	122	81.3	72.2	9.1	64.9	38.4	3,439	812.5	762.7	49.8	1,555.4	209.9	3,491	415.7	315.6	37.8	62.4	1,142.0	421.6
Westside	Westside Draft Specific Plan	✓	✓													2,130	210.0	155.0	23.5	31.5	696.8	231.7
Cordes Ranch[j]	Hydraulic Analysis TM, TAZ Spreadsheet	✓	✓																			
UR 4 (Bright Triangle)	TAZ Spreadsheet	✓	✓																			
UR 3 (Sandhu)	TAZ Spreadsheet	✓	✓	60	40.0	35.5	4.5	31.9	18.9													
I-205 Expansion	TAZ Spreadsheet	✓	✓													378	42.0	31.0	4.7	6.3	123.7	46.3
West Side Industrial	TAZ Spreadsheet	✓	✓																			
East Side Industrial	TAZ Spreadsheet	✓	✓																			
Larch-Clover	TAZ Spreadsheet	✓	✓	375	250.0	222.0	28.0	199.3	117.9	174	40.0	35.5	4.5	78.7	18.9	360	40.0	29.5	4.5	6.0	117.8	44.1
Chrisman Road	TAZ Spreadsheet	✓	✓																			
Rocha	TAZ Spreadsheet	✓	✓							296	68.0	60.4	7.6	133.9	32.1							
Berg/Byron Remainder	TAZ Spreadsheet	✓														411	39.0	28.8	4.4	5.9	169.3	
Berg Road Subdivision	Hydraulic Analysis TM															71	9.9	8.4		1.5	27.2	
SWC Valpico & Corral Hollow	TAZ Spreadsheet	✓	✓							282	65.0	57.7	7.3	127.5	30.7							
Kagehiro[g,k]	Email from City Planning Division									252	47.0	47.0		114.0								
Dobler/Maibes	TAZ Spreadsheet	✓	✓																			
Holly Sugar Industrial	TAZ Spreadsheet	✓	✓																			
Northeast Industrial Area	Hydraulic Analysis TM																					
Industrial Areas Specific Plan	TAZ Spreadsheet																					
I-205 Corridor Specific Plan	TAZ Spreadsheet																					
Home 2 Suites	Hydraulic Analysis TM																					
Sierra Hills	Hydraulic Analysis TM																					
Grant Line Road Apartments	Hydraulic Analysis TM																					
Aspire II	Hydraulic Analysis TM																					
Harvest	Hydraulic Analysis TM																					
321 E. Grant Line Rd Apartments	Hydraulic Analysis TM																					
Barcelona Infill	Hydraulic Analysis TM									51	10.2	10.2		23.1								
Mountain View	Tracy Municipal Services Review, June 2019			165	156.0	156.0		87.7														
Tracy Combined Cycle Power Plant RW Conversion[l]	Hydraulic Analysis TM		✓																			
Legacy Fields[m]	Hydraulic Analysis TM		✓																			
Parks RW Conversion[n]	2017 Irrigation Meters		✓																			
Infill (misc.)	TAZ Spreadsheet									14	3.2	3.2		6.3								
			Total	**1,292**	**907**	**823**	**84**	**687**	**354**	**8,375**	**1,871**	**1,761**	**110**	**3,788**	**465**	**8,150**	**902**	**676**	**91**	**135**	**2,705**	**904**

(a) Data Source abbreviations:
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Hydraulic Analysis TM - data from a previously prepared hydraulic analysis technical memorandum prepared by either West Yost Associates or Blackwater Consulting Engineers, Inc.

(b) For selected projects and development areas, it was assumed that 11.2% of the total acres in very low, low, and medium density residential land uses will be developed as parks. These park acres are in addition to the identified parks in the Rocking Horse, Ellis, Avenues, Tracy Hills Phase 1, and Legacy Fields developments. If available, recycled water was used to meet park demands.
(c) Includes 9.6% Unaccounted-for Water (UAFW).
(d) Includes 5.0% UAFW.
(e) Assumes that 15 percent of total gross acres will be landscaped and irrigated. If available, recycled water was used to meet irrigated area demands.
(f) Miscellaneous potable water demands for Tracy Village are from existing residential units to be annexed as part of the Project. Miscellaneous recycled water demand for Tracy Village is to fill the lakes which will be constructed as part of the project.
(g) Projected land use data includes dwelling units and acreage developed by 2017.
(h) Land use data for Ellis includes dwelling units constructed by 2017. Miscellaneous potable water demand for Ellis represents projected demands for the Aquatic Center minus 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.
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(k) Land use data for Kagehiro includes dwelling units constructed by 2017. Miscellaneous potable water demand for Kagehiro represents 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.
(l) Demands for the Tracy Combined Cycle Power Plant Recycled Water Conversion are from City of Tracy Recycled Water Project - Projected Recycled Water Demands TM, West Yost Associates, October 11, 2016.
(m) Remaining Legacy Fields acreage to be developed is from the City of Tracy Parks Master Plan, Table A-1, April 2013. Projected demands for Legacy Fields are equal to total demands projected in the Water Supply Assessment for the Holly Sugar Sports Park (West Yost Associates, June 2009) minus the existing recycled water demand for Legacy Fields.
(n) Represents the transfer of 2017 metered potable demands for selected existing parks and irrigated areas to recycled water demands. Projected recycled water demands for these areas are larger than existing potable water demands due to current potable water conservation practices. Refer to Chapter 9 for a full list of irrigated areas projected to be converted to recycled water use.

Table A-4. Buildout Time Frame - Land Use Assumptions and Projected Water Demands for New Developments

	Residential – High Density						Residential – Very High Density						Commercial					Office				
Project or Development Area	Dwelling Units	*Total Acres*	Residential Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	Dwelling Units	*Total Acres*	Residential Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	*Total Acres*	Commercial Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	*Total Acres*	Office Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]
UR 5 (Bright)	370	20.0	17.0	3.0	85.7	12.6							10.0	8.5	1.5	16.9	6.3					
UR 7 (Bright/Castro)																						
Rocking Horse																						
Tracy Village[f]													4.0	3.4	0.6	6.8	2.5					
UR 1	519	39.9	33.9	6.0	120.3	25.2							30.0	25.5	4.5	50.8	18.9					
Ellis[g,h]													14.8	12.6	2.2	25.0	9.3					
Avenues																						
UR 10																						
Tracy Hills[i]	125	7.0	6.0	1.1	29.0	4.4							40.6	34.5	6.1	68.7	25.6	45.5	38.7	6.8	64.2	28.7
Westside	414	26.0	22.1	3.9	95.9	16.4							149.0	126.7	22.4	252.2	94.1					
Cordes Ranch[i]													55.0	46.8	8.3	93.1	34.7	126.0	107.1	18.9	177.7	79.6
UR 4 (Bright Triangle)	816	34.0	28.9	5.1	189.1	21.5							80.0	68.0	12.0	135.4	50.5	44.0	37.4	6.6	62.1	27.8
UR 3 (Sandhu)													45.0	38.3	6.8	76.2	28.4	40.0	34.0	6.0	56.4	25.3
I-205 Expansion	1,370	80.0	68.0	12.0	317.4	50.5							50.0	42.5	7.5	84.6	31.6					
West Side Industrial																						
East Side Industrial													5.0	4.3	0.8	8.5	3.2					
Larch-Clover	288	12.0	10.2	1.8	66.7	7.6							110.0	93.5	16.5	186.2	69.5					
Chrisman Road													13.0	11.1	2.0	22.0	8.2					
Rocha	431	23.0	19.6	3.5	99.9	14.5																
Berg/Byron Remainder	72	5.0	4.3	0.8	18.7																	
Berg Road Subdivision																						
SWC Valpico & Corral Hollow																						
Kagehiro[g,k]																						
Dobler/Maibes													23.0	19.6	3.5	38.9	14.5					
Holly Sugar Industrial													18.0	15.3	2.7	30.5	11.4					
Northeast Industrial Area																						
Industrial Areas Specific Plan	520	27.7	23.6	4.2	131.5								32.0	27.2	4.8	64.2						
I-205 Corridor Specific Plan													37.7	32.0	5.7	75.7						
Home 2 Suites							110	2.6	2.2	0.4	18.5							0.6	0.5	0.1	1.1	
Sierra Hills	300	11.6	9.9	1.7	74.1																	
Grant Line Road Apartments	448	20.0	17.0	3.0	111.8																	
Aspire II	47	2.3	2.0	0.3	11.8																	
Harvest	300	17.9	15.2	2.7	76.6																	
321 E. Grant Line Rd Apartments	40	1.7	1.4	0.3	9.9																	
Barcelona Infill																						
Mountain View																						
Tracy Combined Cycle Power Plant RW Conversion[l]																						
Legacy Fields[m]																						
Parks RW Conversion[n]																						
Infill (misc.)	973	51.9	44.1	7.8	246.1								100.4	85.3	15.1	201.6						
Total	**7,033**	**380**	**323**	**57**	**1,685**	**153**	**110**	**3**	**2**	**0**	**18**		**818**	**695**	**123**	**1,437**	**409**	**256**	**218**	**38**	**361**	**161**

(a) Data Source abbreviations:
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Hydraulic Analysis TM - data from a previously prepared hydraulic analysis technical memorandum prepared by either West Yost Associates or Blackwater Consulting Engineers, Inc.

(b) For selected projects and development areas, it was assumed that 11.2% of the total acres in very low, low, and medium density residential land uses will be developed as parks. These park acres are in addition to the identified parks in the Rocking Horse, Ellis, Avenues, Tracy Hills Phase 1, and Legacy Fields developments. If available, recycled water was used to meet park demands.

(c) Includes 9.6% Unaccounted-for Water (UAFW).

(d) Includes 5.0% UAFW.

(e) Assumes that 15 percent of total gross acres will be landscaped and irrigated. If available, recycled water was used to meet irrigated area demands.

(f) Miscellaneous potable water demands for Tracy Village are from existing residential units to be annexed as part of the Project. Miscellaneous recycled water demand for Tracy Village is to fill the lakes which will be constructed as part of the project.

(g) Projected land use data includes dwelling units and acreage developed by 2017.

(h) Land use data for Ellis includes dwelling units constructed by 2017. Miscellaneous potable water demand for Ellis represents projected demands for the Aquatic Center minus 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.

(i) Land use data from hydraulic analysis TMs was used for Tracy Hills Phase 1. The parks acreage assumption was not applied to Tracy Hills Phase 1 because the available land use data specifically identified parks. The parks acreage assumption was applied to the remaining phases of Tracy Hills, which used land use data from the TAZ spreadsheet.

(j) Miscellaneous water use for Cordes Ranch represents the transfer of 2017 metered potable irrigation demands to recycled water demands once recycled water service is extended to Cordes Ranch.

(k) Land use data for Kagehiro includes dwelling units constructed by 2017. Miscellaneous potable water demand for Kagehiro represents 2017 metered water use. The 2017 metered use was subtracted from the calculated water demands for the entire development to account for the portion of the development constructed by 2017.

(l) Demands for the Tracy Combined Cycle Power Plant Recycled Water Conversion are from City of Tracy Recycled Water Project - Projected Recycled Water Demands TM, West Yost Associates, October 11, 2016.

(m) Remaining Legacy Fields acreage to be developed is from the City of Tracy Parks Master Plan, Table A-1, April 2013. Projected demands for Legacy Fields are equal to total demands projected in the Water Supply Assessment for the Holly Sugar Sports Park (West Yost Associates, June 2009) minus the existing recycled water demand for Legacy Fields.

(n) Represents the transfer of 2017 metered potable demands for selected existing parks and irrigated areas to recycled water demands. Projected recycled water demands for these areas are larger than existing potable water demands due to current potable water conservation practices. Refer to Chapter 9 for a full list of irrigated areas projected to be converted to recycled water use.

Table A-4. Buildout Time Frame - Land Use Assumptions and Projected Water Demands for New Developments

Project or Development Area	Industrial					Institutional					Identified Parks			Misc. Water Demands		Total Dwelling Units	Total Area, acres	Total Potable Water Demand, af/yr	Total Recycled Water Demand, af/yr
	Total Acres	Industrial Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	*Total Acres*	Institutional Acres	Assumed Irrigated Acres[e]	PW Demand, af/yr[c]	RW Demand, af/yr[d]	*Total Acres*	PW Demand, af/yr[c]	RW Demand, af/yr[d]	PW Demand, af/yr[c]	RW Demand, af/yr[d]				
UR 5 (Bright)																886	108.1	293.2	79.9
UR 7 (Bright/Castro)																606	88.0	220.0	71.8
Rocking Horse											2.4		10.1			226	59.1	102.2	10.1
Tracy Village[f]														17.7	156.0	600	100.2	295.8	158.5
UR 1																2,879	797.9	1,216.6	425.0
Ellis[g,h]	28.8	24.5	4.3	35.2	18.2	16.0	13.6	2.4	22.6	10.1	16.7		70.3	7.1		958	289.8	523.2	108.0
Avenues											4.6		19.4			480	95.0	217.1	19.4
UR 10	116.0	98.6	17.4	141.8	73.3												116.0	141.8	73.3
Tracy Hills[i]	308.0	261.8	46.2	376.5	194.5	18.6	15.8	2.8	26.2	11.7	27.9		117.5			7,177	1,757.2	3,326.8	1,052.4
Westside						150.0	127.5	22.5	211.6	94.7						2,544	535.0	1,256.4	436.9
Cordes Ranch[j]	1,219.7	1,036.7	183.0	1,490.9	770.3									-84	83.8		1,400.7	1,677.9	968.5
UR 4 (Bright Triangle)																816	158.0	386.5	99.8
UR 3 (Sandhu)	535.0	454.8	80.3	654.0	337.9											60	660.0	818.4	410.4
I-205 Expansion																1,748	172.0	525.7	128.4
West Side Industrial	650.0	552.5	97.5	794.5	410.5												650.0	794.5	410.5
East Side Industrial	363.0	308.6	54.5	443.7	229.3												368.0	452.2	232.4
Larch-Clover																1,197	452.0	648.7	257.9
Chrisman Road	100.0	85.0	15.0	122.2	63.2												113.0	144.2	71.4
Rocha																727	91.0	233.7	46.6
Berg/Byron Remainder																483	44.0	188.0	
Berg Road Subdivision																71	9.9	27.2	
SWC Valpico & Corral Hollow																282	65.0	127.5	30.7
Kagehiro[g,k]														-24		252	47.0	89.8	
Dobler/Maibes																	23.0	38.9	14.5
Holly Sugar Industrial	125.0	106.3	18.8	152.8	78.9												143.0	183.3	90.3
Northeast Industrial Area	468.0	397.8	70.2	719.6													468.0	719.6	
Industrial Areas Specific Plan	26.8	22.8	4.0	41.2												520	86.5	237.0	
I-205 Corridor Specific Plan																	37.7	75.7	
Home 2 Suites																110	3.2	19.6	
Sierra Hills																300	11.6	74.1	
Grant Line Road Apartments																448	20.0	111.8	
Aspire II																47	2.3	11.8	
Harvest																300	17.9	76.6	
321 E. Grant Line Rd Apartments																40	1.7	9.9	
Barcelona Infill																51	10.2	23.1	
Mountain View																165	156.0	87.7	
Tracy Combined Cycle Power Plant RW Conversion[l]															33.7				33.7
Legacy Fields[m]											228.5	52.3	397.9				228.5	52.3	397.9
Parks RW Conversion[n]														-432	593.5			-432	593.5
Infill (misc.)	153.0	130.1	23.0	235.3		2.7	2.3	0.4	4.7							987	311.3	694.0	
Total	**4,093**	**3,479**	**614**	**5,208**	**2,176**	**187**	**159**	**28**	**265**	**117**	**280**	**52**	**615**	**-516**	**867**	**24,960**	**9,698**	**15,691**	**6,222**

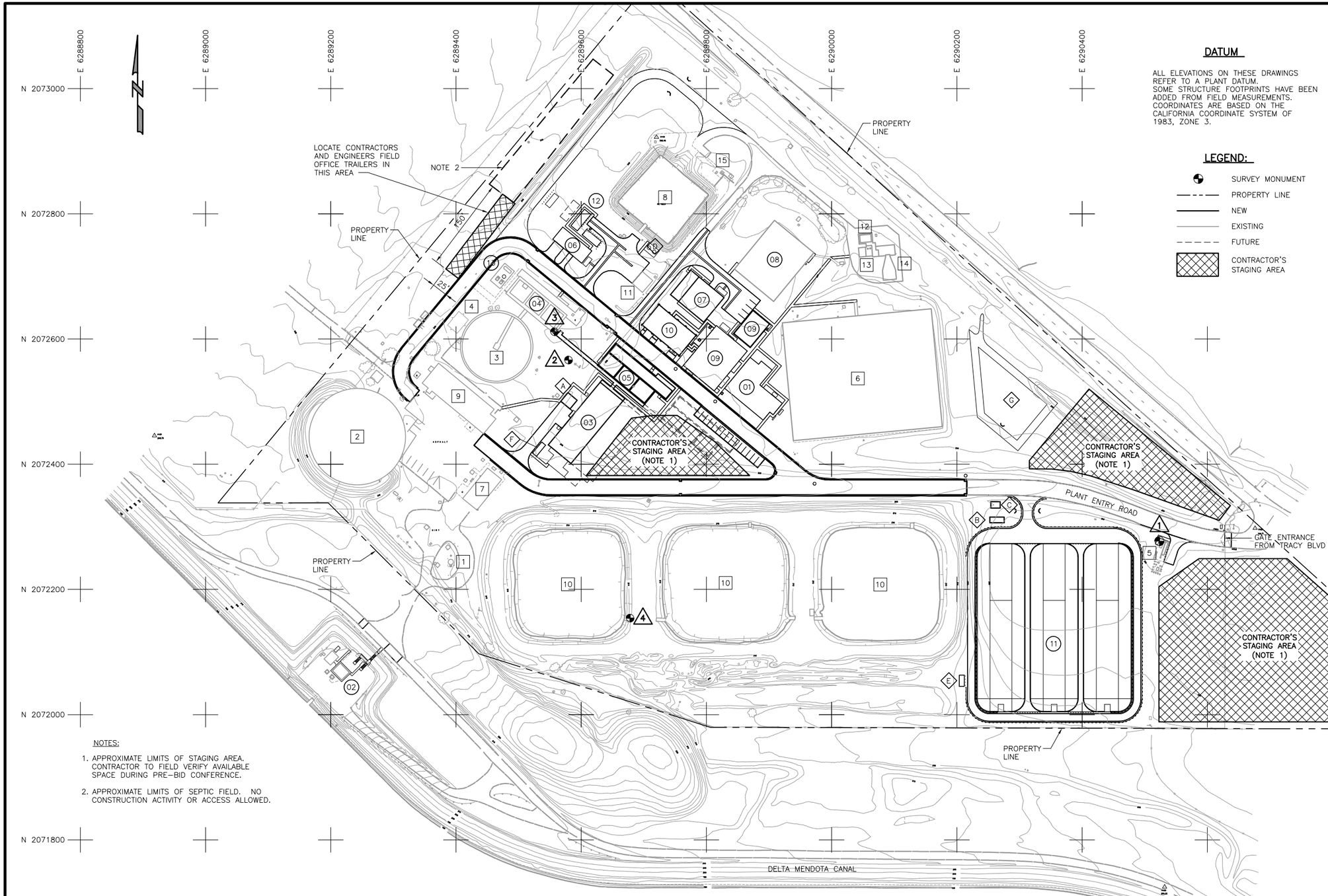
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(c) Includes 9.6% Unaccounted-for Water (UAFW).
(d) Includes 5.0% UAFW.
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(n) Represents the transfer of 2017 metered potable demands for selected existing parks and irrigated areas to recycled water demands. Projected recycled water demands for these areas are larger than existing potable water demands due to current potable water conservation practices. Refer to Chapter 9 for a full list of irrigated areas projected to be converted to recycled water use.

APPENDIX B

JJWTP Expansion Project

Site Plan, Process Schematic, and Hydraulic Profile



NOTES:

1. APPROXIMATE LIMITS OF STAGING AREA. CONTRACTOR TO FIELD VERIFY AVAILABLE SPACE DURING PRE-BID CONFERENCE.
2. APPROXIMATE LIMITS OF SEPTIC FIELD. NO CONSTRUCTION ACTIVITY OR ACCESS ALLOWED.

DATUM

ALL ELEVATIONS ON THESE DRAWINGS REFER TO A PLANT DATUM. SOME STRUCTURE FOOTPRINTS HAVE BEEN ADDED FROM FIELD MEASUREMENTS. COORDINATES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3.

LEGEND:

- SURVEY MONUMENT
- PROPERTY LINE
- NEW
- EXISTING
- FUTURE
- CONTRACTOR'S STAGING AREA

SURVEY GRID MONUMENT DATA

NO	DESCRIPTION	COORDINATES	ELEVATION
1	BRASS DISK IN CONC SLAB	N 2072277.29 E 6290523.62	200.76
2	BRASS DISK IN CONC VAULT	N 2072566.47 E 6289579.75	204.54
3	BRASS DISK IN CONC SLAB	N 2072611.76 E 6289557.30	216.52
4	BRASS DISK IN CONC HEADWALL	N 2072154.17 E 6289678.10	211.72

NEW FACILITIES/MODIFICATIONS

- 01 OPERATIONS/CONTROL BUILDING
- 02 INFLUENT PUMP STATION MODIFICATIONS
- 03 FLOCCULATION / SEDIMENTATION SYSTEM
- 04 EXISTING FILTER NO.S 1 – 3 MODIFICATIONS
- 05 FILTERS NO.S 4 – 6
- 06 BLOWER AND ELECTRICAL DISTRIBUTION BUILDING
- 07 UV FACILITY / FILTER OVERFLOW STRUCTURE
- 08 EXISTING CLEARWELL NO.1 MODIFICATIONS
- 09 CHEMICAL BUILDING / CHLORINE SCRUBBER
- 10 CHEMICAL TANK FARM
- 11 BACKWASH WATER RECOVERY BASIN NO.1 – 3
- 12 TRANSFORMER/GENERATOR/FUEL TANK
- 13 HYDROPNEUMATIC TANK, AIR RECEIVER AND AIR BLOWER

YARD STRUCTURE

- A DRAIN PUMP STATION
- B BACKWASH WATER RECOVERY BASIN VALVE VAULT
- C BACKWASH WATER RECOVERY BASIN METER
- D HYDROPNEUMATIC TANK PAD
- E WASTE STREAM TREATMENT MCC PAD
- F FLOCCULATION / SEDIMENTATION MCC PAD
- G DETENTION POND

EXISTING FACILITIES

- 1 SURGE TOWER
- 2 EQUALIZATION TANK
- 3 REACTOR CLARIFIER
- 4 CONTROL METER VAULT
- 5 WELL NO.2
- 6 CLEARWELL NO.2
- 7 CHEMICAL FEED BUILDING
- 8 FTW RECOVERY POND *
- 9 CONTROL BUILDING
- 10 SLUDGE DRYING BED NO.1 – 3
- 11 SWITCHGEAR BUILDING
- 12 ZONE 1 BPS ELECTRICAL BUILDING
- 13 METER VAULT
- 15 WELL NO.1
- 14 ZONE 1 PUMP STATION
- * FACILITY RENAMED AFTER IMPROVEMENTS

A – GENERAL SITE PLAN
SCALE: 1"= 80'
FILE: 00G011

CONFORMED DOCUMENTS FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION

DESIGNED MAL
DRAWN DST
CHECKED WCL
DATE MAR 2005

DISCIPLINE ENGINEER: ** ORIGINAL STAMPED BY MATHEW AXEL LARSON **
PROJECT ENGINEER: ** ORIGINAL STAMPED BY SUZAN K. ENGLAND **
PARTNER: ** ORIGINAL STAMPED BY KENNETH WILKINS **

carollo engineers

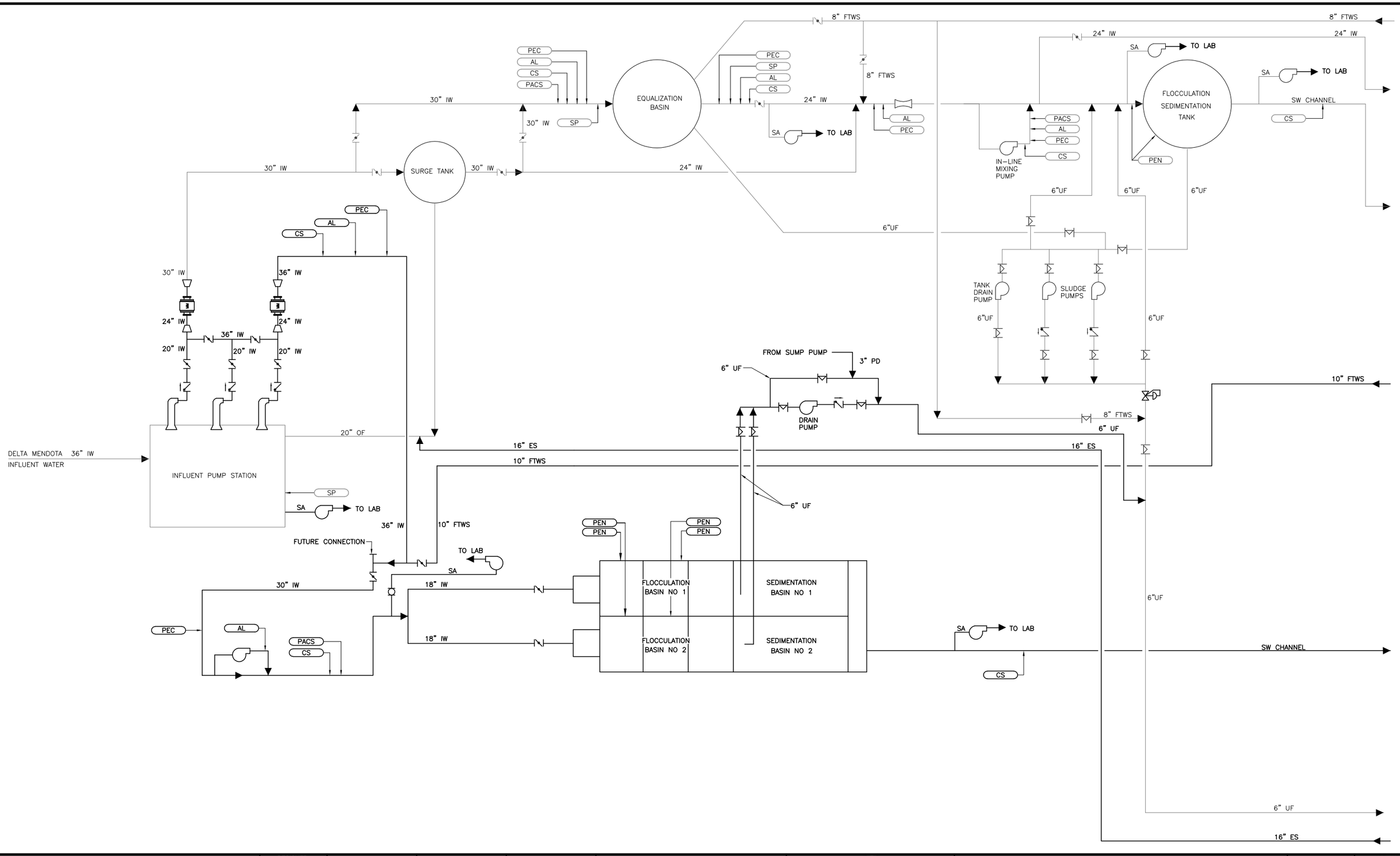
CITY OF TRACY
JOHN JONES WTP – EXPANSION PROJECT
GENERAL
SITE PLAN

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JOB NO. 6458C
DRAWING NO. G-12
SHEET NO. 12 OF 573

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DESIGNED	MAL
DRAWN	SJB
CHECKED	BTF
DATE	MAR 2005

DISCIPLINE ENGINEER

PROJECT ENGINEER

PARTNER

carollo engineers

CITY OF TRACY

JOHN JONES WTP – EXPANSION PROJECT

GENERAL

PROCESS SCHEMATIC
SHEET 1 OF 2

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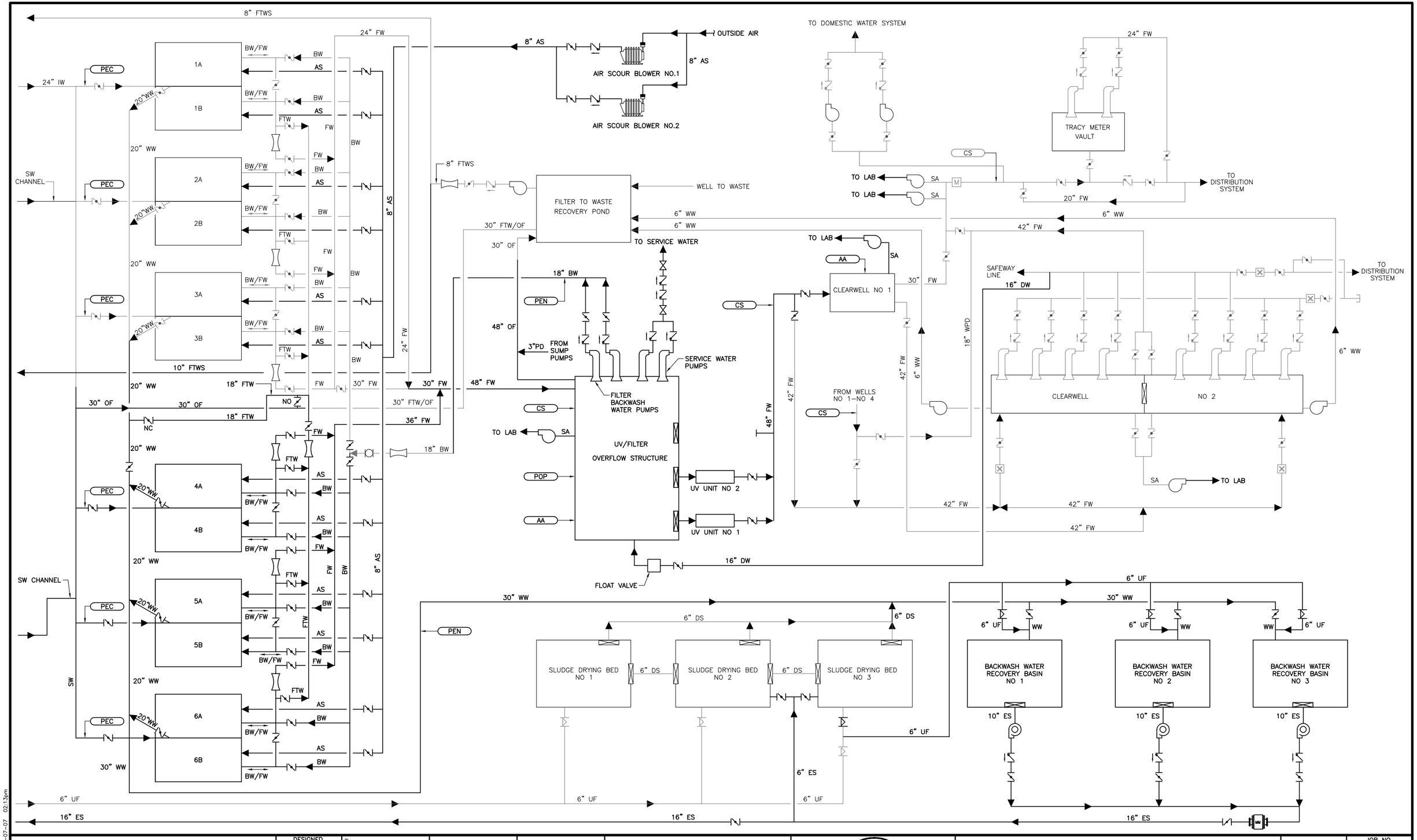
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DRAWING NO. G-9

SHEET NO. 9 OF 573

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CHECKED	BTF
DATE	MAR 2005

DISCIPLINE ENGINEER

PROJECT ENGINEER

PARTNER

carollo engineers

CITY OF TRACY

JOHN JONES WTP – EXPANSION PROJECT

GENERAL

PROCESS SCHEMATIC
SHEET 2 OF 2

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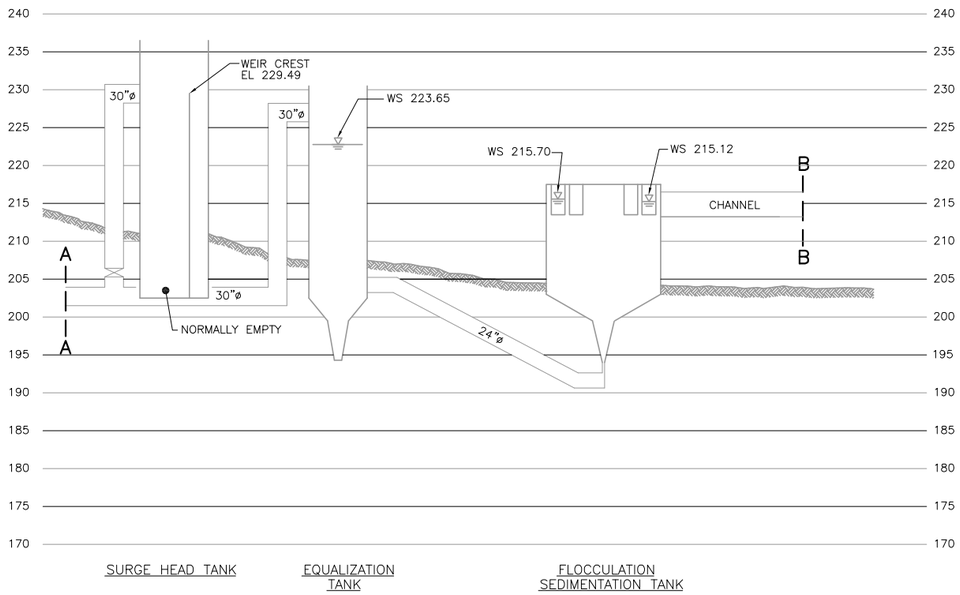
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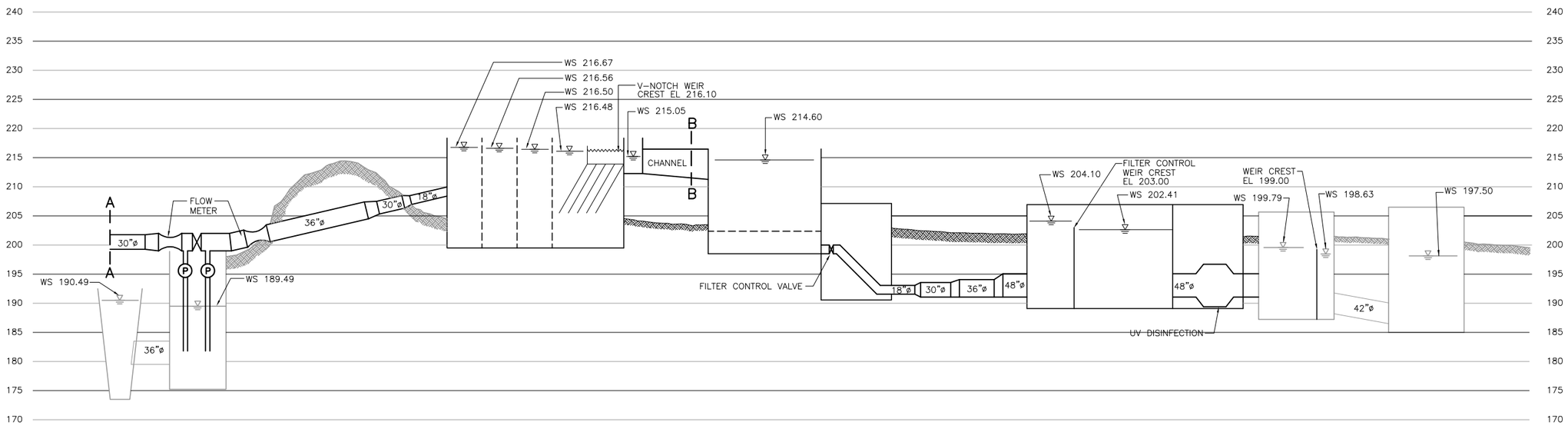
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LEGEND

XXX — WATER SURFACE ELEVATION AT 30 MGD

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REV	DATE	BY	DESCRIPTION
			CONFORMED DOCUMENTS FOR CONSTRUCTION

DESIGNED MAL
DRAWN PGG
CHECKED AS
DATE MAR 2005

DISCIPLINE ENGINEER: ** ORIGINAL STAMPED BY MATHEW AXEL LARSON **
PROJECT ENGINEER: ** ORIGINAL STAMPED BY SUZAN K. ENGLAND **
PARTNER: ** ORIGINAL STAMPED BY KENNETH WILKINS **

carollo engineers

CITY OF TRACY
JOHN JONES WTP – EXPANSION PROJECT
GENERAL
HYDRAULIC PROFILE

VERIFY SCALES
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SHEET NO. 11 OF 573

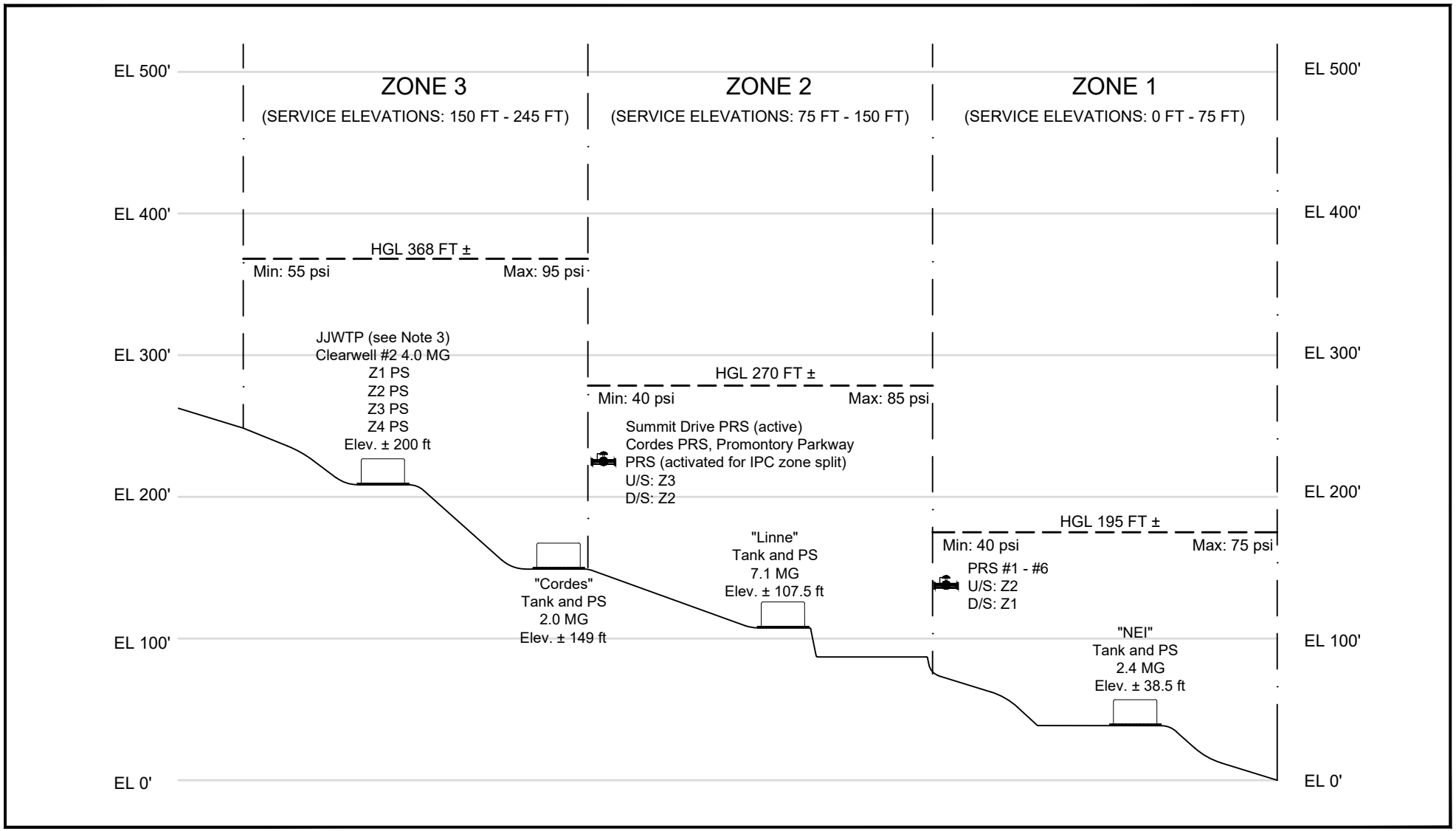
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APPENDIX C

City of Tracy

Existing Potable Water System Hydraulic Grade Schematic

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Notes:

1. Elevations on this figure are from various sources and should not be used for design purposes.
2. Horizontal spacing is for illustrative purposes and is not to scale.
3. JJWTP Facilities do not currently supply Zone 3 directly.
4. Ellis Reduced Zone (not shown) is served from Zone 3 via the Summit Drive PRV. It has a hydraulic grade of approximately 323 ft, and a service elevation range of 140 ft - 185 ft.
5. Last updated December 2019.

Appendix C

Existing Potable Water System
Hydraulic Grade Schematic

WEST YOST ASSOCIATES

City of Tracy
Water System
Master Plan Update

APPENDIX D

Lammers Road and Hood Way Design Recommendation Technical Memoranda

Note: The Technical Memoranda in this Appendix were written using the old pressure zone nomenclature. Please note that "City-side Pressure Zone 3" is now referred to as "Pressure Zone 3" using the updated pressure zone nomenclature discussed in Chapters 7 and 8.

WEST YOST ASSOCIATES

TECHNICAL MEMORANDUM

DATE: September 25, 2019

Project No.: 404-60-19-47
SENT VIA: EMAIL

TO: Zabih Zaca, City of Tracy

CC: Robert Armijo, City of Tracy
Paul Verma, City of Tracy
Al Gali, City of Tracy
Nanda Gottiparthy, SNG & Associates, Inc.



FROM: Nathaniel Homan, PE, RCE #89903
Jim Connell, PE, RCE #63052

REVIEWED BY: Amy Kwong, PE, RCE #73213

SUBJECT: Design Recommendations for Lammers Road Pipeline

In a technical memorandum (TM) prepared for the City of Tracy (City) titled *Hydraulic Evaluation of International Park of Commerce (IPC) Buildings 3, 4, and 12*, dated May 18, 2017 (May 2017 TM), West Yost Associates (West Yost) recommended that 3,440 lineal feet (lf) of 20-inch diameter Pressure Zone 2 (Zone 2) transmission main be constructed in Lammers Road between Valpico Road and Schulte Road in addition to the 3,025 lf of City-side Pressure Zone 3 (Zone 3) transmission main to be constructed in Lammers Road between the northwest corner of the Ellis Specific Plan development and Valpico Road. The purpose of this recommended Zone 2 pipeline improvement was to maintain the Zone 2 transmission main system after the existing 24-inch diameter Zone 2 transmission main in the above-mentioned section of Lammers Road is re-zoned to Zone 3. The key figures from the May 2017 TM are included for reference as Attachment 1.

This TM summarizes the findings and conclusions of West Yost's technical evaluation of four alternatives to the recommendations from the May 2017 TM:

- Alternative 1: Re-zone the existing 24-inch diameter Zone 2 transmission main in Lammers Road between Valpico Road and Schulte Road without any improvements. This alternative was previously evaluated in the May 2017 TM, but system conditions have changed with additional development. Therefore, this condition was re-evaluated to confirm if improvements are required.
- Alternative 2: Re-zone the existing 24-inch diameter Zone 2 transmission main in Lammers Road between Valpico Road and Schulte Road and construct a new Pressure Regulating Station (PRS) at the intersection of Lammers Road and Schulte Road to support Zone 2.

- Alternative 3: Construct a new Zone 3 transmission main in Lammers Road between Valpico Road and Schulte Road instead of re-zoning the existing transmission main.
- Alternative 4: Re-zone the existing 24-inch diameter Zone 2 transmission main in Lammers Road between Valpico Road and Schulte Road and construct a new Zone 2 transmission main in Lammers Road between Valpico Road and Schulte Road (similar to the recommendation from the May 2017 TM).

West Yost first performed hydraulic modeling[1] and reviewed plans and record drawings of the construction areas to determine which of the four alternatives are both hydraulically feasible and constructible. West Yost then compared the various alternatives and developed design recommendations for the preferred alternative. It should be noted that all evaluations performed for this TM assume that the improvements identified in the evaluation for Design Recommendations for Hood Way Pipeline have been completed.

This TM is submitted in accordance with West Yost's January 2019 Scope of Services. The following sections summarize our findings and conclusions:

- Alternative 1: No New Pipeline
- Alternative 2: New PRS (No New Pipeline)
- Alternative 3: New Zone 3 Pipeline
- Alternative 4: New Zone 2 Pipeline
- Comparison of Alternatives and Conclusions

ALTERNATIVE 1: NO NEW PIPELINE

In Alternative 1, no new infrastructure would be constructed in Lammers Road between Valpico Road and Schulte Road. The existing 24-inch diameter Zone 2 pipeline in Lammers Road south of Schulte Road would be re-zoned to Zone 3 by closing existing valves located at the intersection of Valpico Road and Lammers Road and at the intersection of Schulte Road and Lammers Road. A depiction of Alternative 1 is shown on Figure 1.

While Alternative 1 is much less expensive than constructing the additional pipeline recommended in the May 2017 TM, re-zoning the existing pipeline in Lammers Road without providing a new Zone 2 transmission line would significantly impact the ability of the Zone 2 system west of Corral Hollow Road to convey large quantities of water. Increased headloss in the water distribution

[1] Hydraulic modeling was performed using the City's developer hydraulic model, which includes all of the previously evaluated development projects that have been proposed and is separate from the 2012 Water System Master Plan model. It is assumed that the Cordes Tank and Booster Pump Station are operational and that the 16-inch diameter Zone 2 transmission main connection to Lammers Road is in service. Planning and modeling criteria used to evaluate the various alternatives are based on the system performance and operational criteria developed in the 2012 WSMP and are provided in Attachment 2 for reference.

pipelines due to the lack of a major transmission main would cause a decrease in pressure in this portion of the Zone 2 system. Additional consequences from Alternative 1 include the following:

1. PRS #6 would no longer provide supply to Zone 1 during a normal maximum day demand condition. This is because the Zone 2 pressure upstream of PRS #6 would fall below the pressure sustaining setting of 78 pounds per square inch (psi).
2. Zone 1 would not meet fire flow requirements at Kimball High School during a maximum day demand condition[2], as shown on Figure 2. This is because PRS #6 would no longer be available to support Zone 1 as discussed in Item 1 above.
3. Zone 2 would also not meet fire flow requirements in portions of the IPC during a maximum day demand condition, as shown on Figure 2. Some hydrants in the IPC are located at the highest elevations in Zone 2 and the decrease in Zone 2 pressure and reduced transmission capacity of the Zone 2 system would cause some locations in the IPC to be deficient in meeting fire flow requirements.
4. The existing 24-inch diameter pipeline in Valpico Road would become a dead-end and would experience a decrease in water quality.

Alternative 1 is not recommended because it results in fire flow deficiencies within Zone 1 and Zone 2 and water quality concerns in the existing 24-inch diameter pipeline in Valpico Road.

ALTERNATIVE 2: NEW PRS (NO NEW PIPELINE)

After evaluating Alternative 1, West Yost evaluated whether a new Zone 3 to Zone 2 PRS at the intersection of Lammers Road and Schulte Road would be a viable alternative to a new transmission pipeline (i.e. Alternatives 3 and 4) and alleviate the fire flow deficiencies in Zone 1 and Zone 2 that were observed in the Alternative 1 evaluation.

To resolve the fire flow deficiencies in Zone 1, the proposed Zone 3 to Zone 2 PRS would have to provide enough supply to sustain pressure in Zone 2 sufficiently to allow PRS #6 to open and support Zone 1. However, as stated above, the Zone 2 pressure upstream of PRS #6 would fall below the pressure sustaining setting of 78 psi during a normal maximum day demand condition if the Zone 2 transmission main in Lammers Road were re-zoned without constructing a new Zone 2 transmission main. Therefore, any PRS designed to alleviate the fire flow deficiencies in Zone 1 would have to provide sufficient flow from Zone 3 to Zone 2 continuously under normal operating conditions so that the pressure upstream of PRS #6 would remain above the pressure sustaining setting. However, operating the new Zone 3 to Zone 2 PRS in this manner would require at least 1,000 gallons per minute (gpm) of flow through the new PRS from Zone 3 to Zone 2 under a maximum day demand condition, which would significantly increase the demand on Zone 3 facilities that were not designed to accommodate this additional flow. Therefore, Alternative 2 is not recommended.

[2] Available fire flow simulations for the evaluated alternatives was performed during a maximum day demand condition while maintaining 30 psi residual system pressure.

ALTERNATIVE 3: NEW ZONE 3 PIPELINE

In Alternative 3, 3,240 lf of 24-inch diameter Zone 3 pipeline would be constructed in Lammers Road between Valpico Road and Schulte Road, while the existing 24-inch diameter Zone 2 pipeline in Lammers Road between Valpico Road and Schulte Road would continue to serve Zone 2. An existing valve at the intersection of Schulte Road and Lammers Road would be used to isolate the Zone 2 and Zone 3 transmission lines. The proposed Zone 3 pipeline south of Valpico Road would not connect to the existing pipelines at the intersection of Valpico Road and Lammers Road, but would instead connect to the recommended Zone 3 pipeline. Refer to Figure 3A for a depiction of Alternative 3. A detailed schematic of the connection to existing pipelines which would be required to construct Alternative 3 is shown on Figure 3B.

As part of Alternative 3, West Yost also evaluated the feasibility of constructing 830 lf of new 20-inch diameter Zone 2 pipeline to connect the existing 24-inch diameter Zone 2 pipeline at the intersection of Lammers Road and Schulte Road to the existing 20-inch diameter Zone 2 pipeline at the intersection of Lammers Road and Redbridge Road.

In the existing system, the 24-inch and 20-inch diameter transmission mains in Lammers Road are interrupted by 830 lf of 12-inch diameter pipeline through which large volumes of water must pass to reach PRS #6. Under a maximum day demand condition, the headloss in this 12-inch diameter pipeline exceeds 7 feet per 1,000 feet (ft/kft). While not critical to meeting existing fire flow requirements, the recommended 830 lf of 20-inch diameter pipeline would reduce the velocity and headloss and improve the Zone 2 backbone transmission system.

Refer to Figures 3C and 3D for detailed schematics of the connections to existing pipelines which would be required to construct Alternative 3 with the optional 830 lf of Zone 2 pipeline. It should be noted that surface features at the intersection of Lammers Road and Redbridge Road do not match those shown on the record drawings for that area as depicted on Figure 3D. The configuration of the existing pipelines in this area should be confirmed during design.

Zones 1 and 2 would meet fire flow requirements during a maximum day demand condition under Alternative 3, as shown on Figure 4. For the evaluation results shown on Figure 4, it was assumed that the optional 830 lf of Zone 2 pipeline would not be constructed for more conservative results. In summary, Alternative 3 is both hydraulically feasible and constructible.

ALTERNATIVE 4: NEW ZONE 2 PIPELINE

In Alternative 4, 3,240 lf of 24-inch diameter Zone 2 pipeline would be constructed in Lammers Road between Valpico Road and Schulte Road, while the existing 24-inch diameter Zone 2 pipeline in Lammers Road between Valpico Road and Schulte Road would be re-zoned to Zone 3. The proposed Zone 3 pipeline south of Valpico Road would connect to the existing pipelines at the intersection of Valpico Road and Lammers Road. An existing valve would be used to isolate the Zone 2 and Zone 3 transmission lines. Alternative 4 is similar to the recommendation presented in the May 2017 TM, and is shown on Figure 5A. Detailed schematics of the connections to existing pipelines which would be required to construct Alternative 4 are shown on Figures 5B and 5C.

As part of Alternative 4, West Yost also evaluated the feasibility of constructing 830 lf of new 20-inch diameter Zone 2 pipeline to connect the proposed 24-inch diameter Zone 2 pipeline to be constructed for Alternative 4 to the existing 20-inch diameter Zone 2 pipeline at the intersection of Lammers Road and Redbridge Road.

In the existing system, the 24-inch and 20-inch diameter transmission mains in Lammers Road are interrupted by 830 lf of 12-inch diameter pipeline through which large volumes of water must pass to reach PRS #6. Under a maximum day demand condition, the headloss in this 12-inch diameter pipeline exceeds 7 ft/kft. While not critical to meeting existing fire flow requirements, the recommended 830 lf of 20-inch diameter pipeline would reduce the velocity and headloss and improve the Zone 2 backbone transmission system.

Refer to Figures 5D and 5E for detailed schematics of the connections to existing pipelines which would be required to construct Alternative 4 with the optional 830 lf of Zone 2 pipeline. It should be noted that surface features at the intersection of Lammers Road and Redbridge Road do not match those shown on the record drawings for that area as depicted on Figure 5E. The configuration of the existing pipelines in this area should be confirmed during design.

As shown on Figure 6, Zones 1 and 2 would meet fire flow requirements during a maximum day demand condition under Alternative 4. For the evaluation results shown on Figure 6, it was assumed that the optional 830 lf of Zone 2 pipeline would not be constructed for more conservative results. In summary, Alternative 4 is both hydraulically feasible and constructible.

COMPARISON OF ALTERNATIVES AND CONCLUSIONS

Alternatives 1 and 2 do not meet the City's existing fire flow requirements and are therefore not hydraulically feasible. Therefore, West Yost does not recommend that the City proceed with either of these alternatives.

Alternatives 3 and 4, on the other hand, both meet existing fire flow requirements and are also constructible. Although Alternatives 3 and 4 are similar in many respects, West Yost recommends that the City construct Alternative 4 over Alternative 3 because it would avoid construction near the existing 8-inch diameter natural gas transmission main in the west side of Lammers Road. West Yost also recommends that the proposed 20-inch diameter Zone 2 pipeline between Schulte Road and Redbridge Road be constructed to improve Zone 2 transmission capacity.

It should be noted that the hydraulic analysis performed in this evaluation did not include buildout water system demands. In addition, the proposed alternative operations could potentially impact future developments such as Gateway and Westside Industrial, which are located in Zone 2, as they would no longer be able to connect directly to the existing 24-inch diameter pipeline in Schulte Road. The City's buildout water system hydraulic model is currently being updated by West Yost as part of the City's 2018 Water System Master Plan (WSMP). For the 2018 WSMP, West Yost will confirm whether Alternatives 3 and 4 are hydraulically feasible at buildout of the City's potable water system and also address any potential impacts to future developments. While it is likely that construction of either a new Zone 3 transmission pipeline (as in Alternative 3) or a new Zone 2 transmission pipeline (as in Alternative 4) will continue to be hydraulically feasible

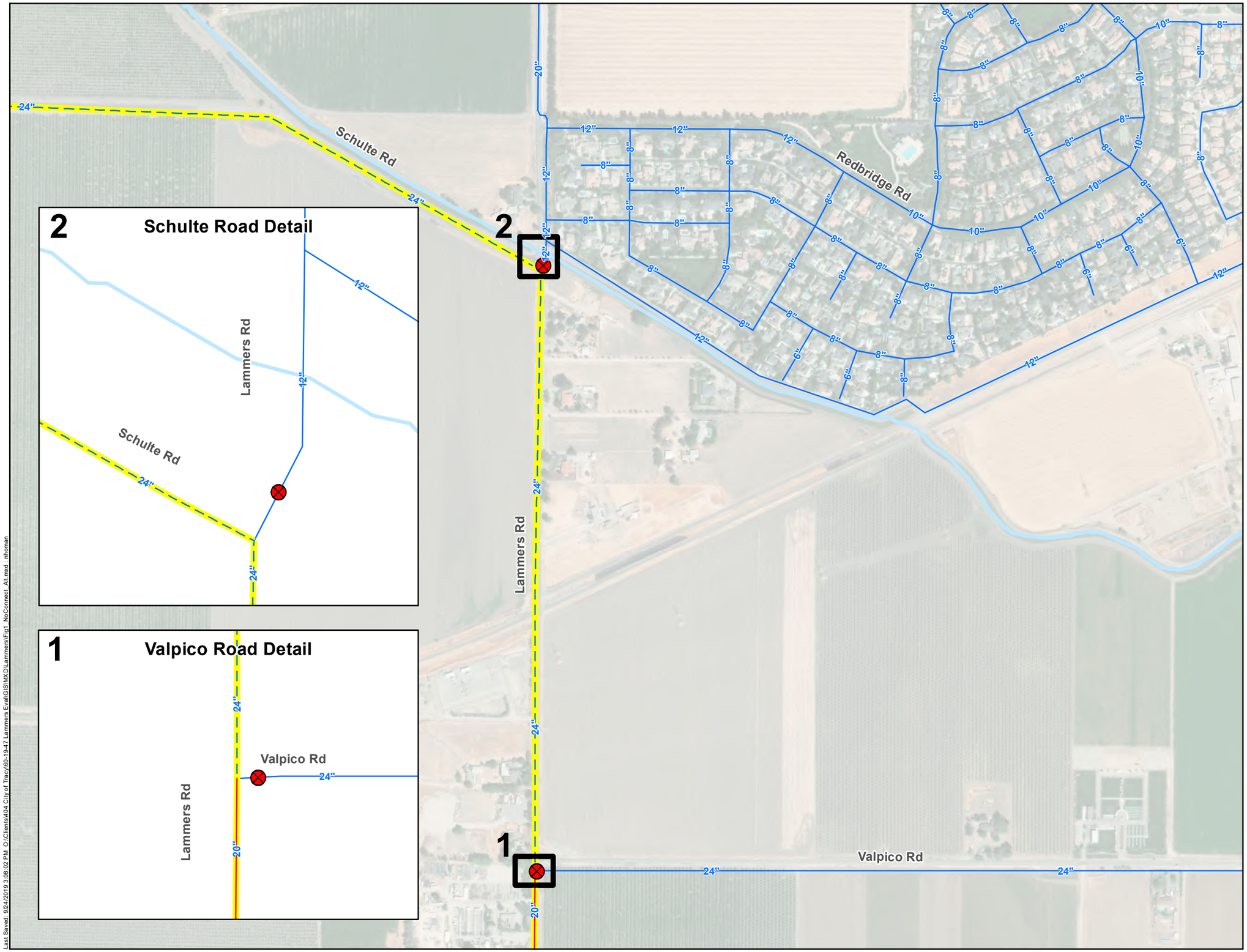
at buildout, the buildout analysis may determine that the new transmission pipeline should be of a larger diameter than is recommended in this evaluation.

In conclusion, West Yost currently recommends that the City construct the following infrastructure improvements in Lammers Road:

- 3,240 lf of new 24-inch diameter Zone 2 pipeline between Valpico Road and Schulte Road; and
- 830 lf of new 20-inch diameter Zone 2 pipeline from Schulte Road to Redbridge Road to improve existing deficiencies in the City's Zone 2 system. As noted above, the configuration of the existing pipelines in this area should be confirmed during design.

These recommendations should be confirmed using the buildout water system model as part of the 2018 WSMP.

No estimates of infrastructure costs were developed as part of this evaluation. The locations of existing pipelines and valves shown on the figures attached here-in should be confirmed prior to design. If existing pipelines or valves are not as shown on the reviewed plans and record drawings, additional evaluation of the feasibility of the recommended connections may be required.



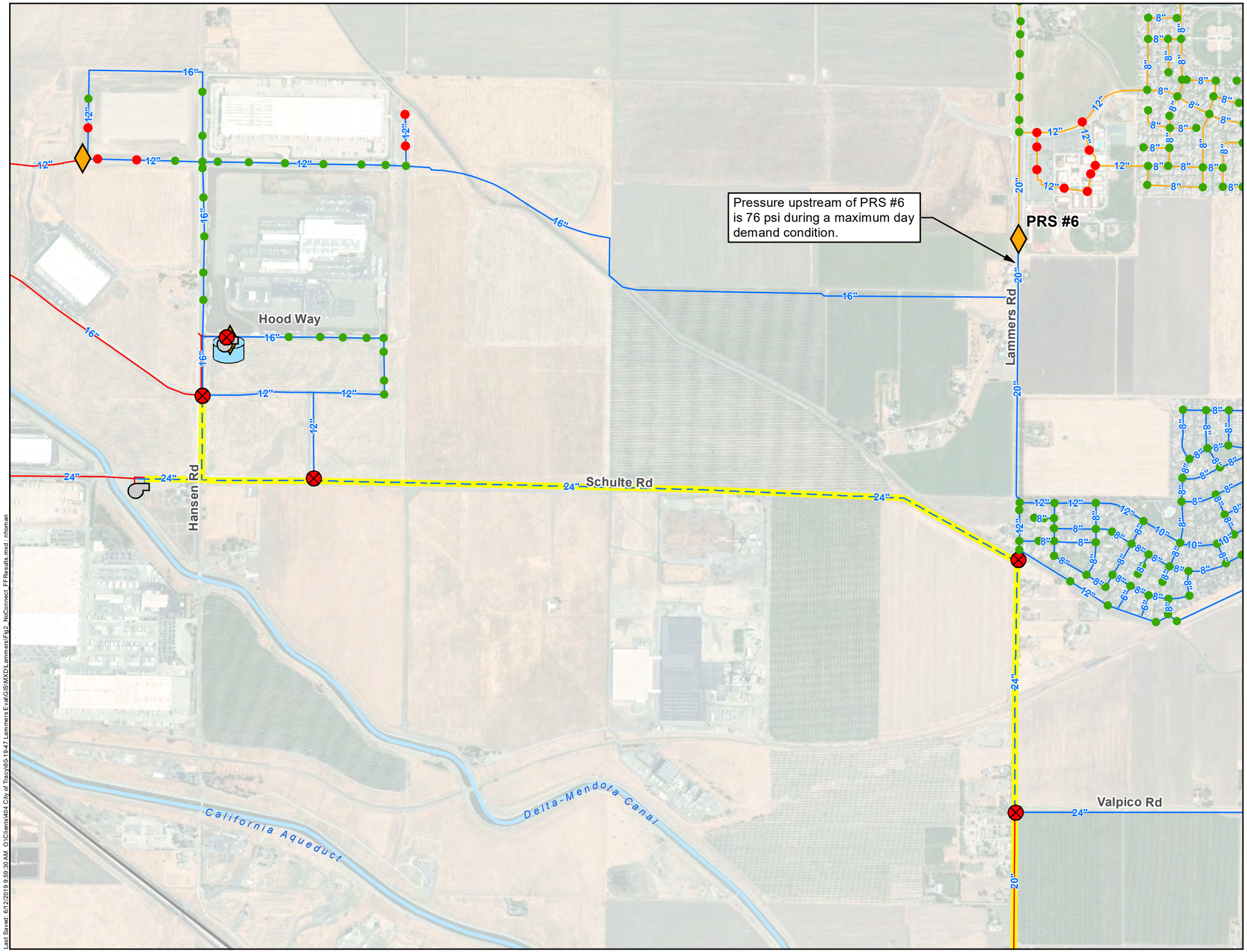
Notes:
1. Details are not to scale.

Figure 1

Alternative 1
No New Pipeline from Valpico Road to Schulte Road

City of Tracy
Design Recommendations for
Lammers Road Pipeline

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Available Fire Flow

- Does Not Meet Requirements
- Meets Requirements
- Closed Valve Due to Re-zoning
- Pressure Regulating Station
- Booster Pump Station
- Cordes Tank
- Proposed Zone 3 Pipeline
- Existing Pipeline to be Re-zoned to Zone 3

Existing Pipeline

- Zone 1
- Zone 2
- Zone 3

Notes:

1. Results assume that connections in Hood Way and Hansen Road are constructed as recommended in the Design Recommendations for Hood Way Pipeline annotated figures.
2. The available fire flow shown is the maximum flow available while maintaining 30 psi residual system pressure. Fire flow evaluation performed under maximum day demand conditions.

TRACY

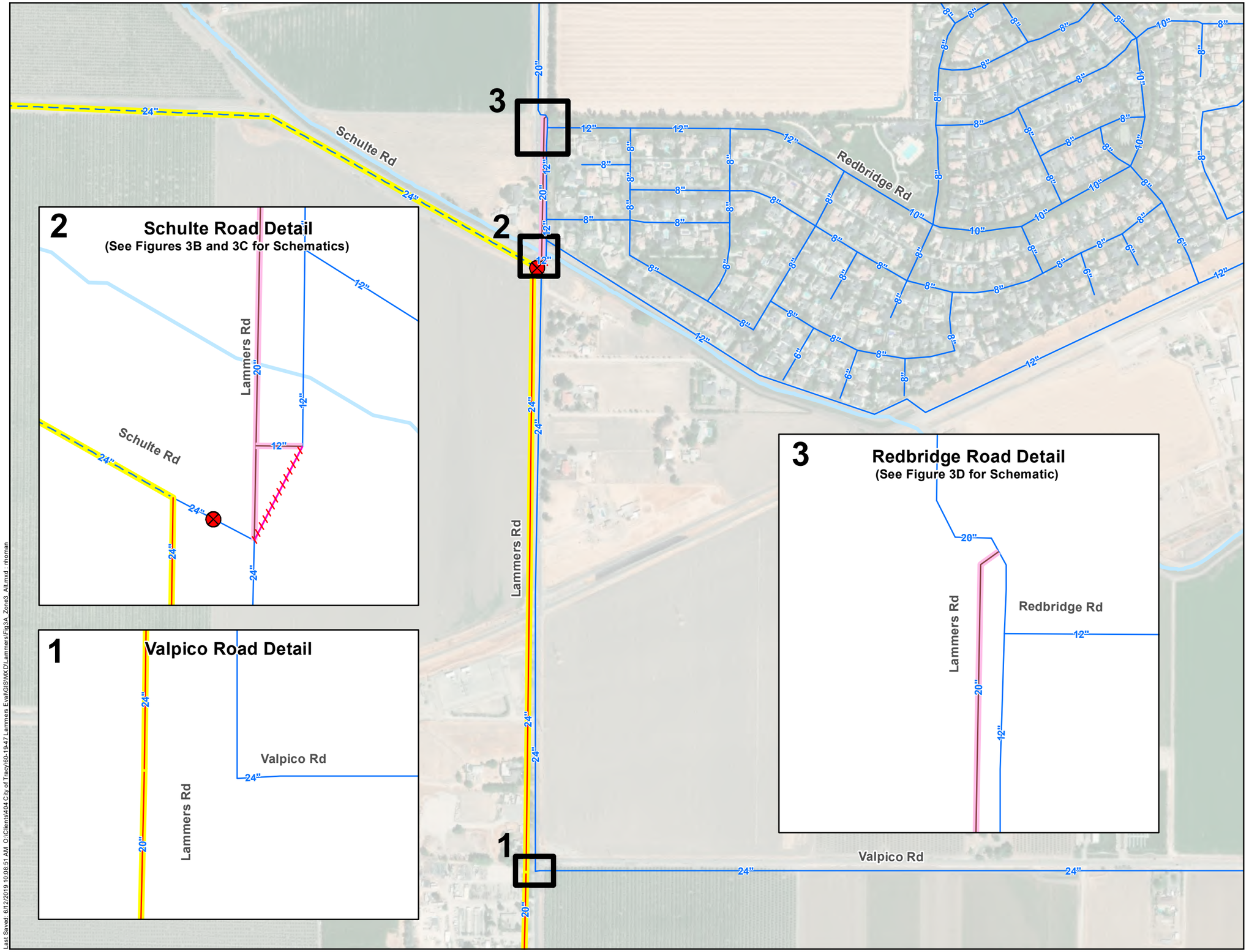
WEST YOST ASSOCIATES

Figure 2

Alternative 1
Available Fire Flow

City of Tracy
Design Recommendations for
Lammers Road Pipeline

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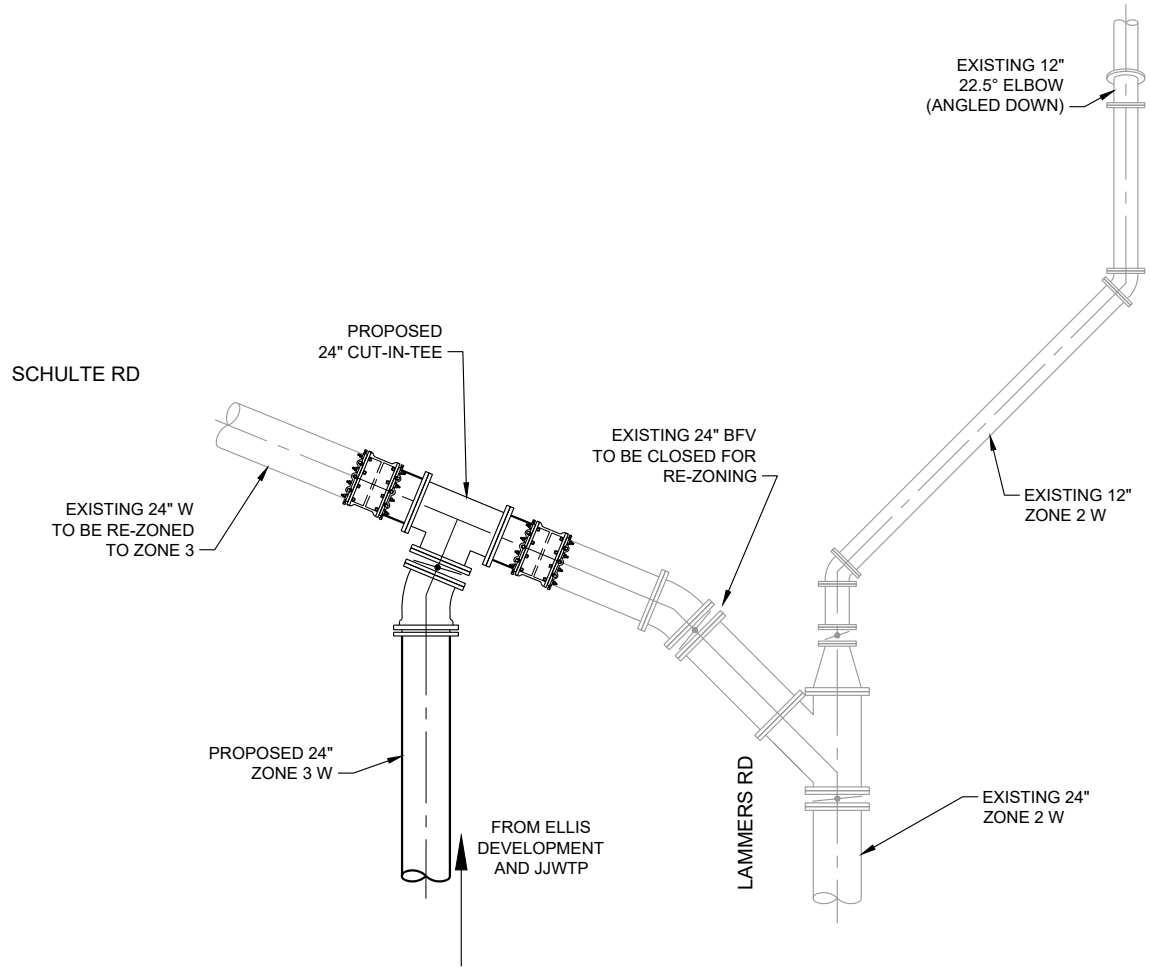
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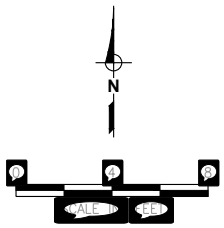
Figure 3A

Alternative 3
New Zone 3 Pipeline from Valpico Road to Schulte Road

City of Tracy
Design Recommendations for
Lammers Road Pipeline



Notes:
1. Schematic connection points are for illustrative purposes only for the conceptual understanding of the likely components involved in installing the recommended connections. These schematics are not to be used for construction purposes.



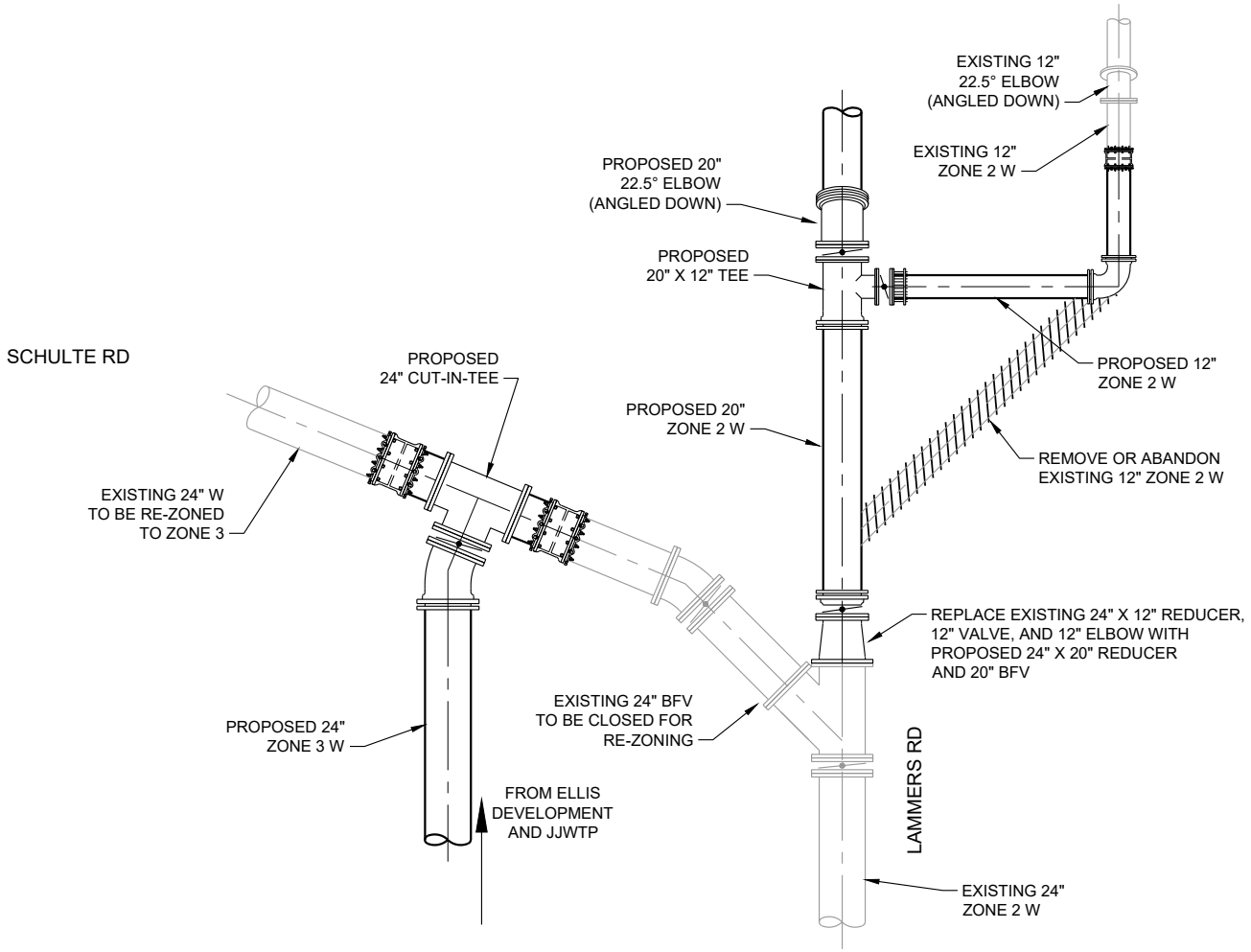
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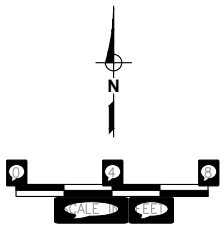
Figure 3B

Alternative 3
Schematic of Schulte Road and Lammers Road Connection

City of Tracy
Design Recommendations for
Lammers Road Pipeline



Notes:
1. Schematic connection points are for illustrative purposes only for the conceptual understanding of the likely components involved in installing the recommended connections. These schematics are not to be used for construction purposes.



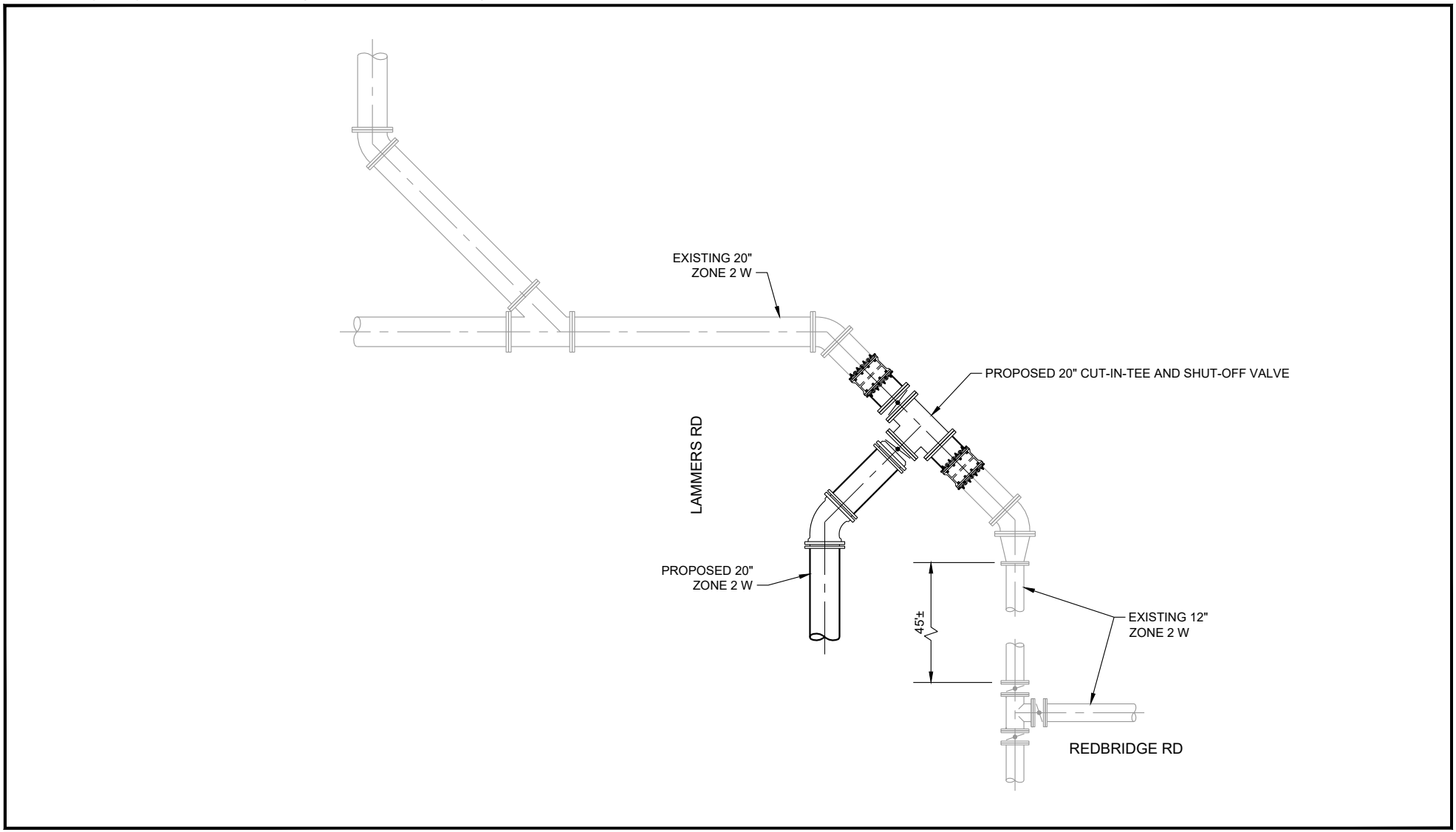
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WEST YOST ASSOCIATES

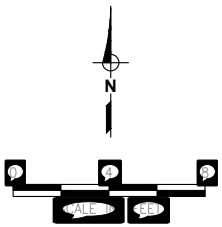
Figure 3C

Alternative 3
Schematic of Schulte Road and Lammers Road Connection with Optional Zone 2 Pipeline

City of Tracy
Design Recommendations for
Lammers Road Pipeline



Notes:
1. Schematic connection points are for illustrative purposes only for the conceptual understanding of the likely components involved in installing the recommended connections. These schematics are not to be used for construction purposes.
2. Existing pipelines presented in this schematic are based on available record drawings. Visible surface features near the intersection of Lammers Road and Redbridge Road do not match those shown on the record drawings. Configuration of existing pipelines in this area should be confirmed.



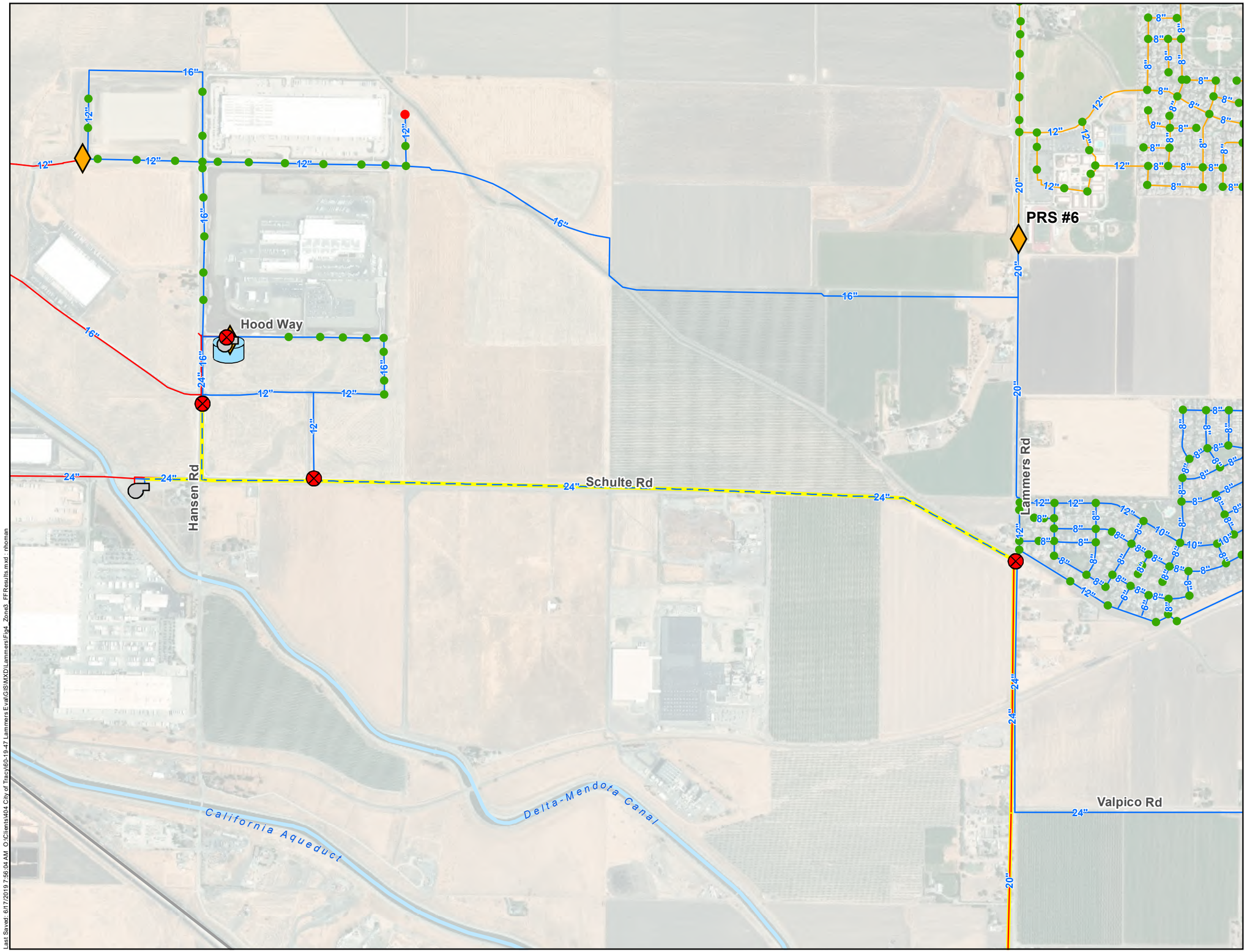
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WEST YOST ASSOCIATES

Figure 3D

Alternative 3
Schematic of Redbridge Road and Lammers Road Connection with Optional Zone 2 Pipeline

City of Tracy
Design Recommendations for
Lammers Road Pipeline



N

0 600 1,200

Scale in Feet

Available Fire Flow

- Does Not Meet Requirements
- Meets Requirements
- Closed Valve Due to Re-zoning
- Pressure Regulating Station
- Booster Pump Station
- Cordes Tank
- Proposed Zone 3 Pipeline
- Existing Pipeline to be Re-zoned to Zone 3

Existing Pipeline

- Zone 1
- Zone 2
- Zone 3

Notes:

1. Results assume that connections in Hood Way and Hansen Road are constructed as recommended in the Design Recommendations for Hood Way Pipeline annotated figures.
2. Results assume that optional Zone 2 pipeline will not be constructed (see Figure 5A).
3. The available fire flow shown is the maximum flow available while maintaining 30 psi residual system pressure. Fire flow evaluation performed under maximum day demand conditions.

TRACY

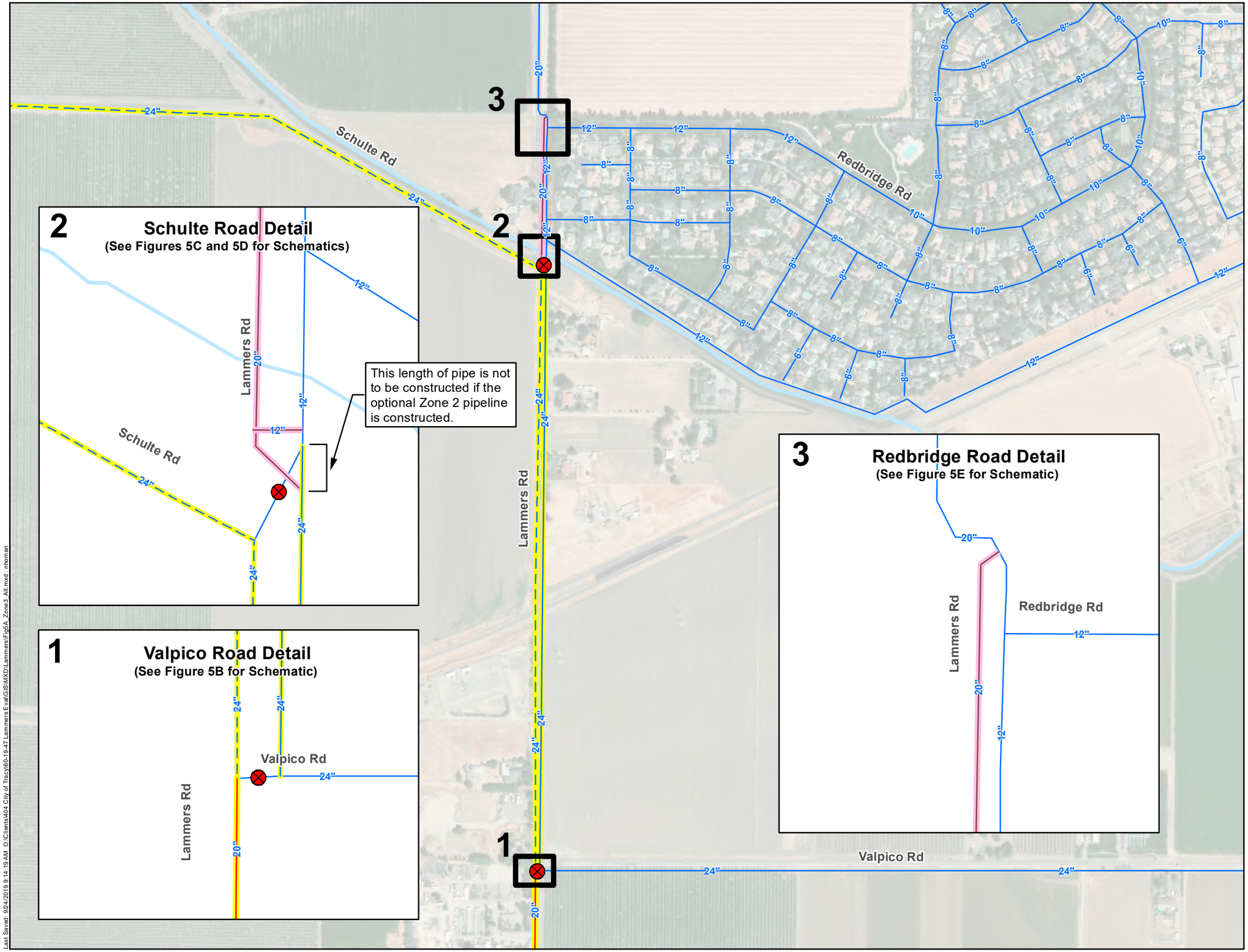
WEST YOST ASSOCIATES

Figure 4

Alternative 3
Available Fire Flow

City of Tracy
Design Recommendations for
Lammers Road Pipeline

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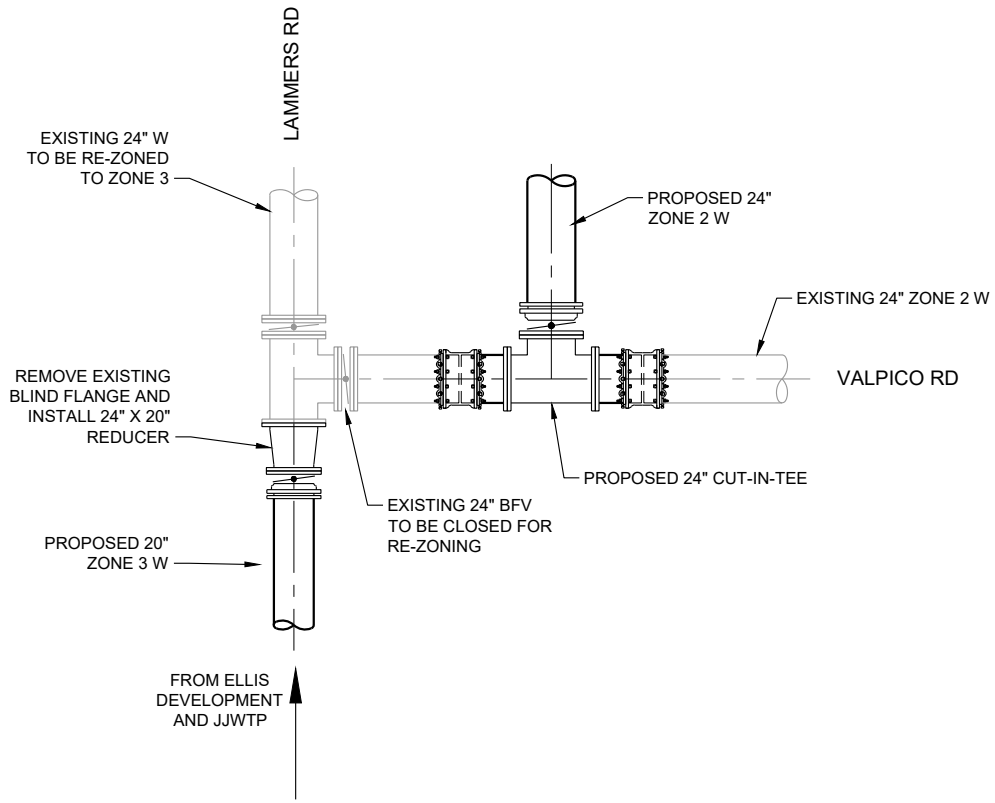
Notes:
1. Details are not to scale.

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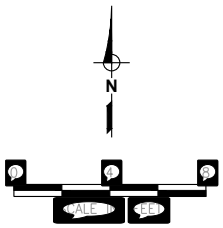
Figure 5A

Alternative 4
New Zone 2 Pipeline from Valpico Road to Schulte Road

City of Tracy
Design Recommendations for
Lammers Road Pipeline



Notes:
1. Schematic connection points are for illustrative purposes only for the conceptual understanding of the likely components involved in installing the recommended connections. These schematics are not to be used for construction purposes.



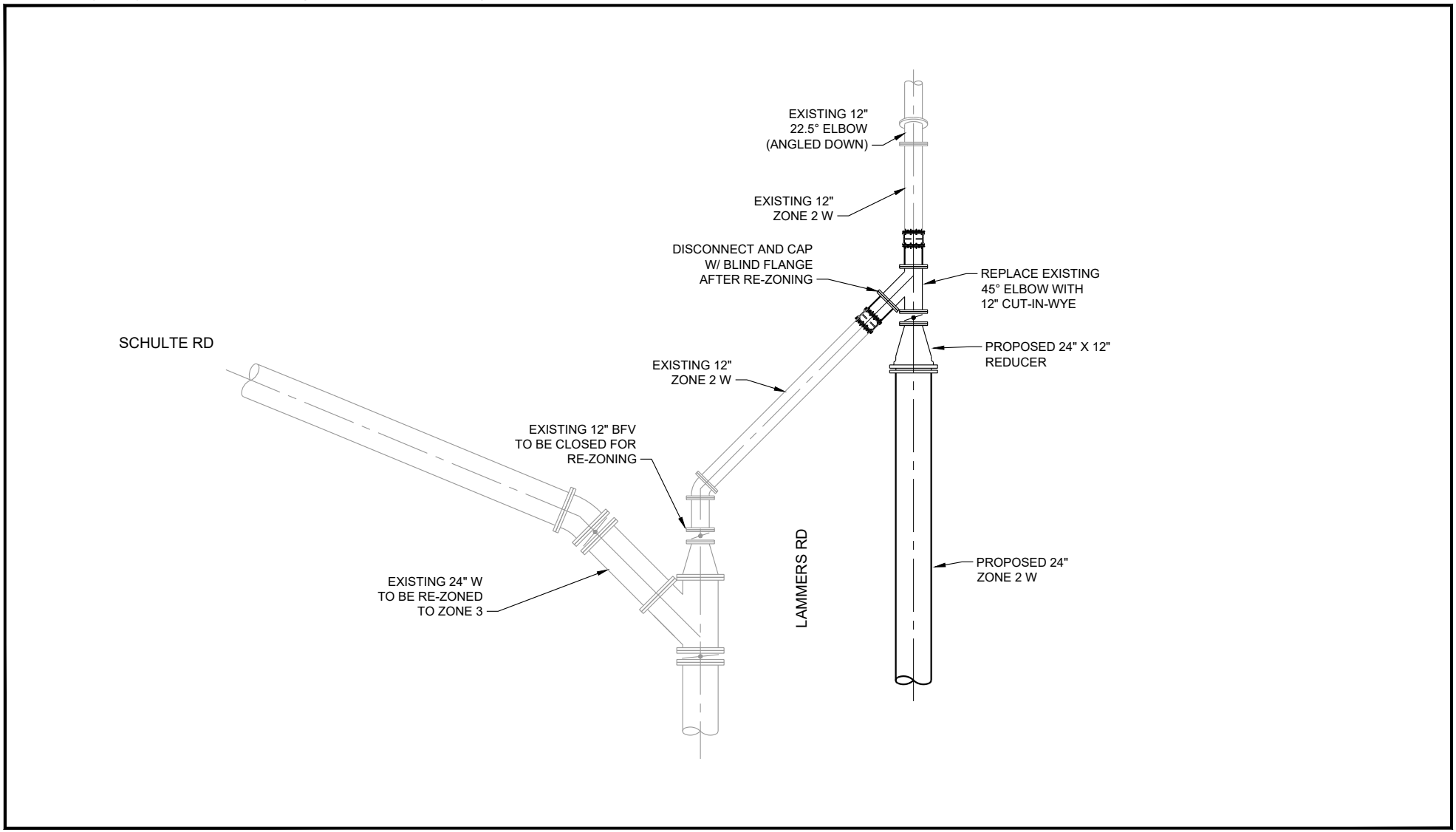
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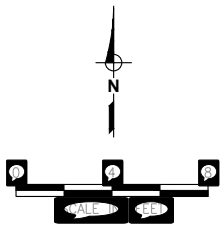
Figure 5B

Alternative 4
Schematic of Valpico Road and Lammers Road Connection

City of Tracy
Design Recommendations for
Lammers Road Pipeline



Notes:
1. Schematic connection points are for illustrative purposes only for the conceptual understanding of the likely components involved in installing the recommended connections. These schematics are not to be used for construction purposes.



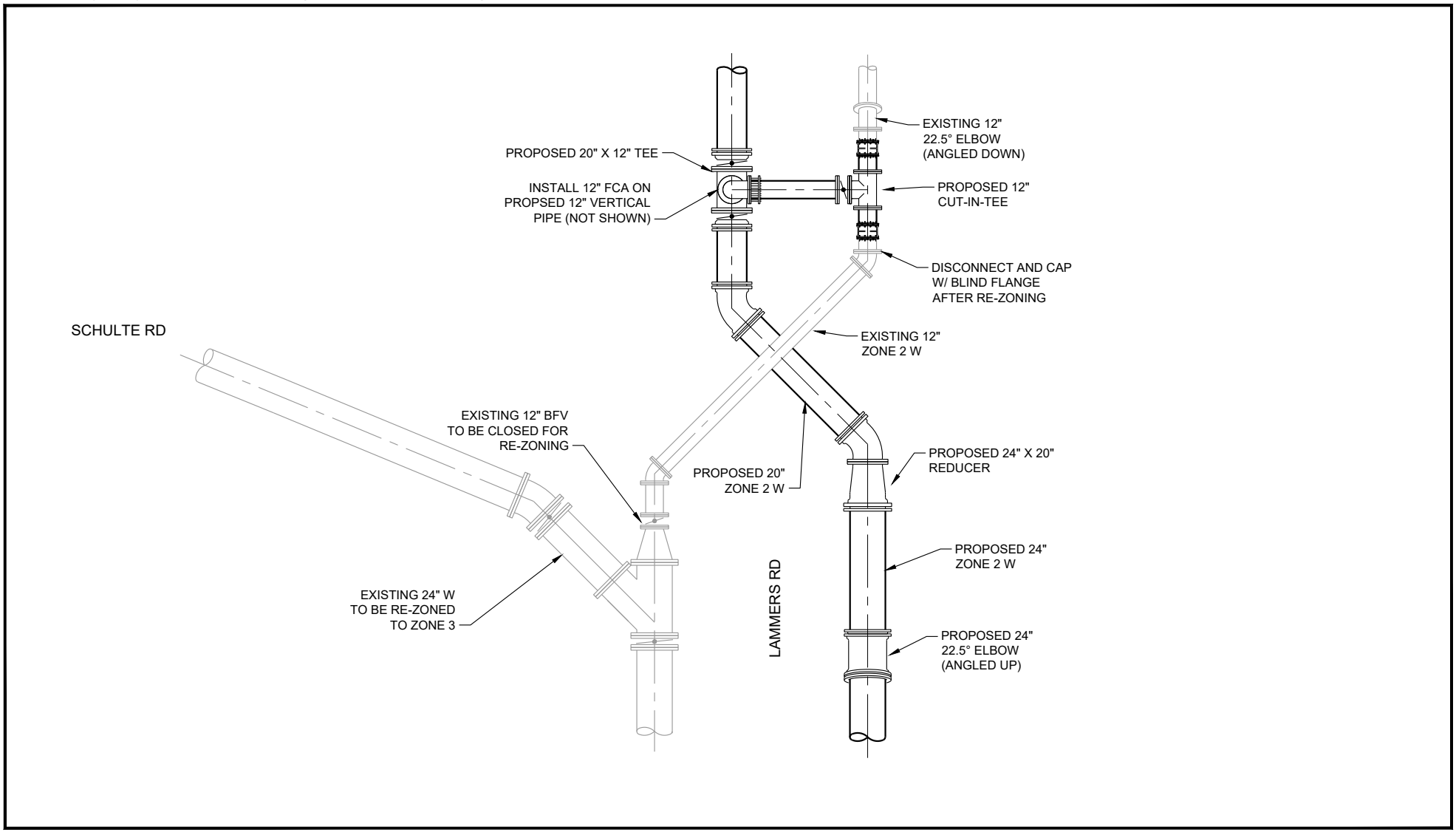
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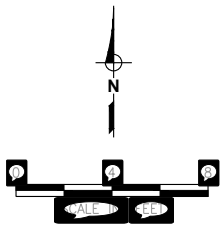
Figure 5C

Alternative 4
Schematic of Schulte Road and Lammers Road Connection

City of Tracy
Design Recommendations for
Lammers Road Pipeline



Notes:
1. Schematic connection points are for illustrative purposes only for the conceptual understanding of the likely components involved in installing the recommended connections. These schematics are not to be used for construction purposes.



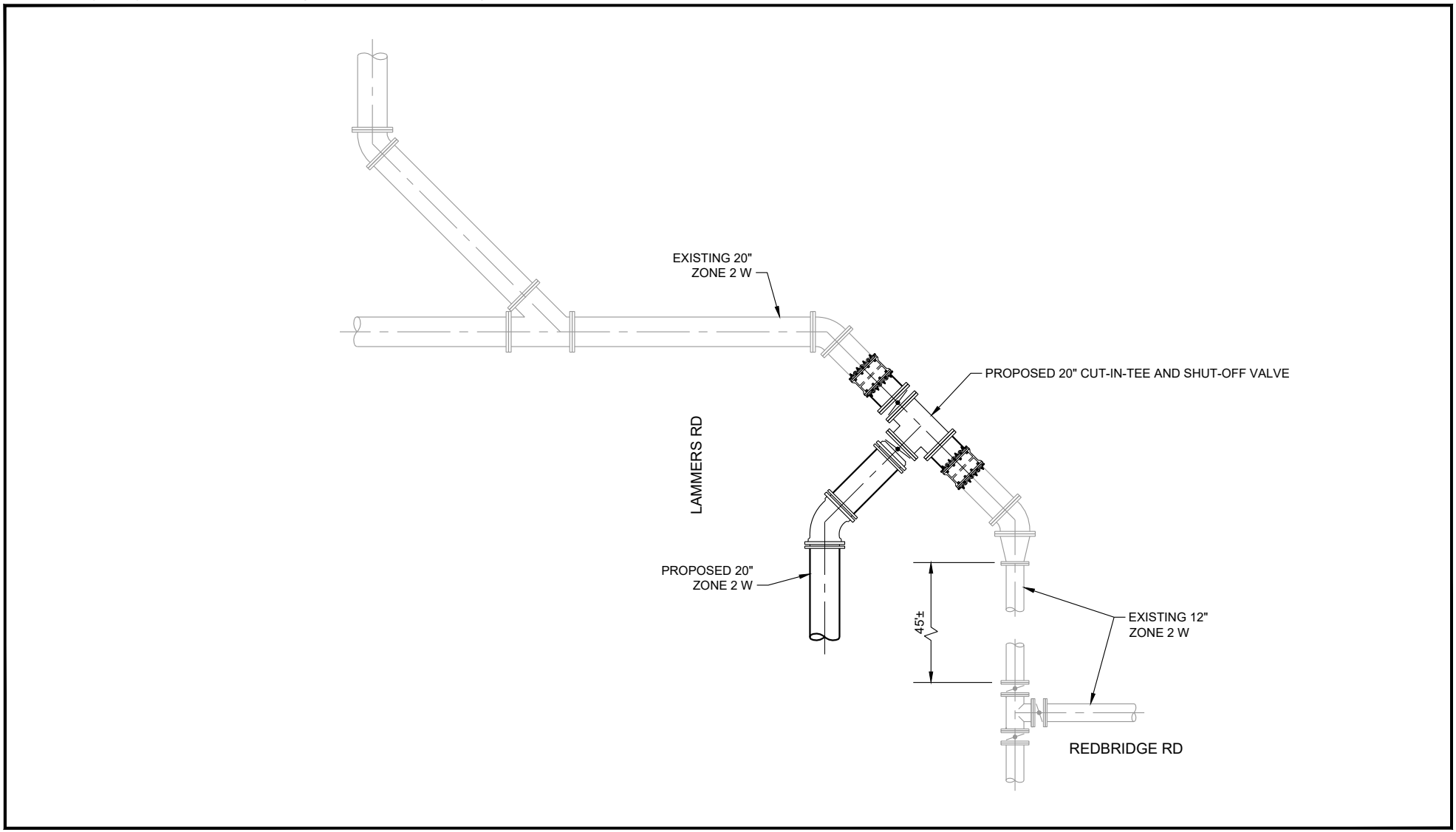
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WEST YOST ASSOCIATES

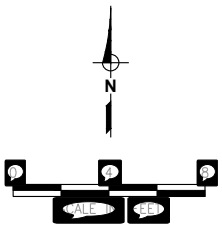
Figure 5D

Alternative 4
Schematic of Schulte Road and Lammers Road Connection with Optional Zone 2 Pipeline

City of Tracy
Design Recommendations for
Lammers Road Pipeline



Notes:
1. Schematic connection points are for illustrative purposes only for the conceptual understanding of the likely components involved in installing the recommended connections. These schematics are not to be used for construction purposes.
2. Existing pipelines presented in this schematic are based on available record drawings. Visible surface features near the intersection of Lammers Road and Redbridge Road do not match those shown on the record drawings. Configuration of existing pipelines in this area should be confirmed.



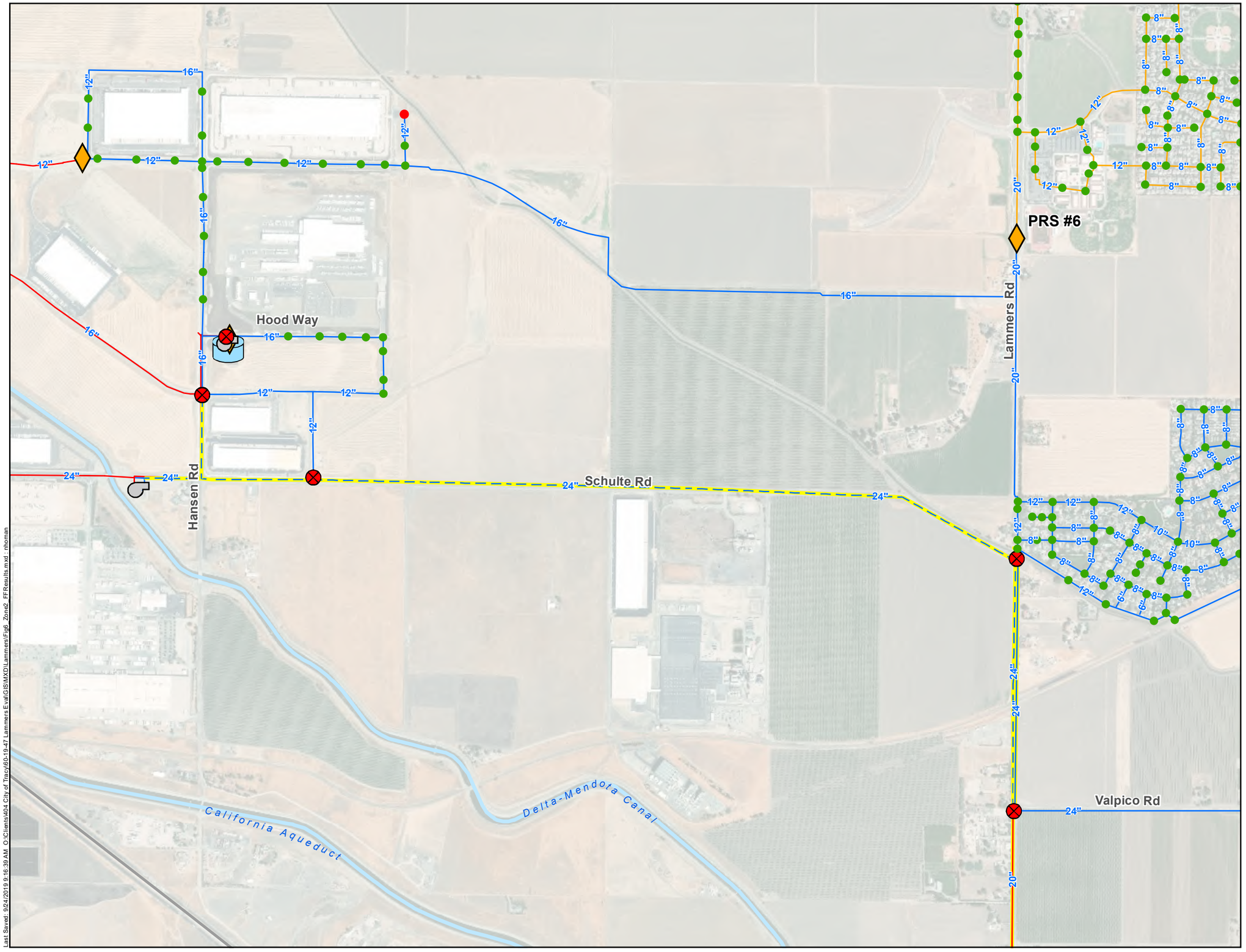
TRACY

WEST YOST ASSOCIATES

Figure 5E

Alternative 4
Schematic of Redbridge Road and Lammers Road Connection with Optional Zone 2 Pipeline

City of Tracy
Design Recommendations for
Lammers Road Pipeline



Notes:
1. Results assume that connections in Hood Way and Hansen Road are constructed as recommended in the Design Recommendations for Hood Way Pipeline annotated figures.
2. Results assume that optional Zone 2 pipeline will not be constructed (see Figure 5A).
3. The available fire flow shown is the maximum flow available while maintaining 30 psi residual system pressure. Fire flow evaluation performed under maximum day demand conditions.

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Figure 6

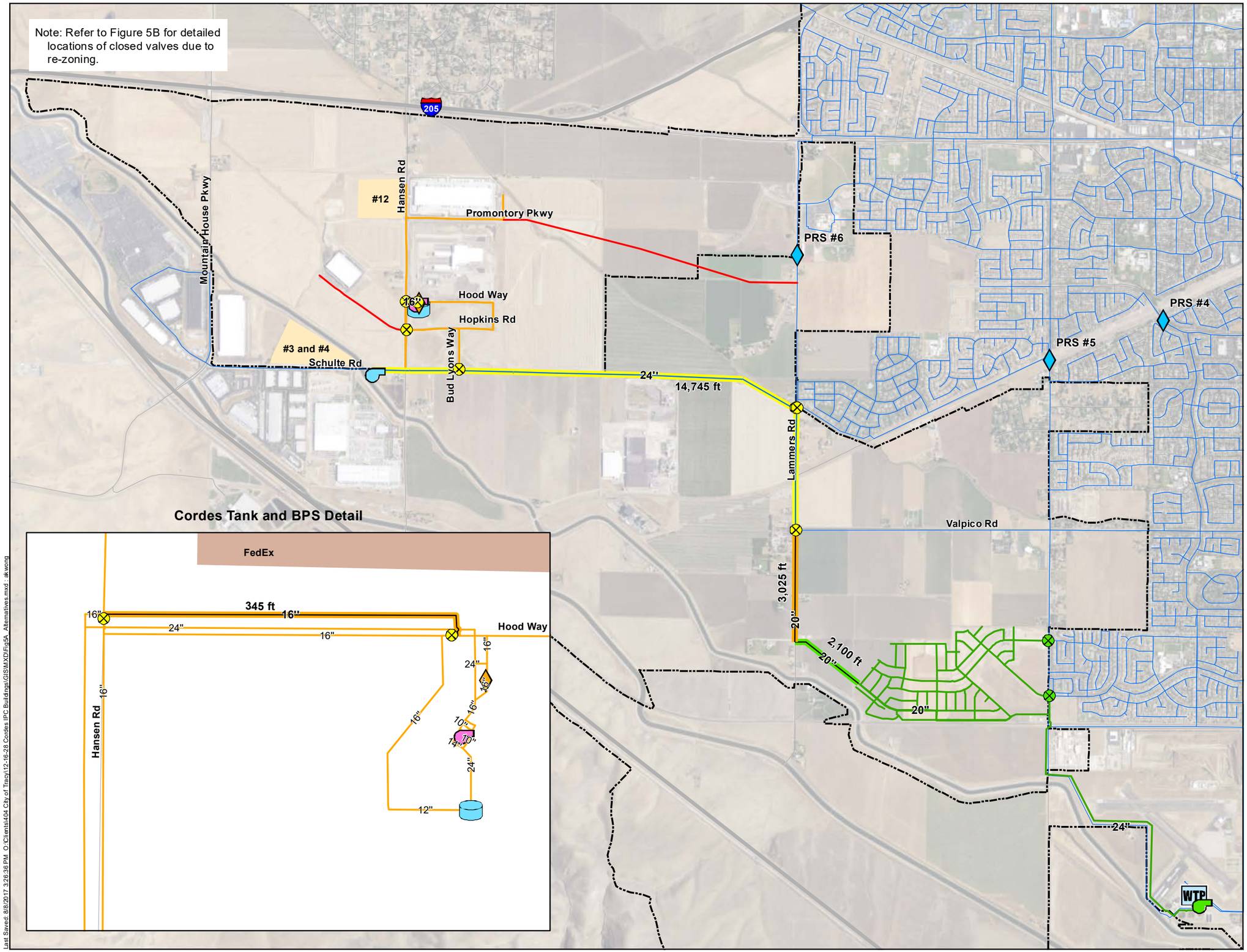
Alternative 4
Available Fire Flow

City of Tracy
Design Recommendations for
Lammers Road Pipeline

ATTACHMENT 1

Key Figures from Hydraulic Evaluation of
IPC Buildings 3, 4, and 12 TM, May 18, 2017

Note: Refer to Figure 5B for detailed locations of closed valves due to re-zoning.



Cordes Tank and BPS Detail

Symbology

- Closed Valve Due to Re-zoning
- Previously Proposed Check Valve
- Pressure Regulating Station #9
- Existing Pressure Regulating Station
- Cordes Booster Pump Station
- Existing Patterson Pass Booster Pump Station
- Previously Proposed Interim Booster Pump and Pressure Regulating Station
- Cordes Tank
- WTP John Jones Water Treatment Plant
- Pipeline Required for Alternative Operations (Ellis)
- Proposed Pipeline Required for Alternative Operations (IPC)
- Existing Pipeline to be Re-zoned
- Existing Pipeline
- Ellis Pipeline
- Cordes Phases 1 and 2 Pipeline
- Smuckers Pipeline
- Proposed Project
- City Limit

TRACY

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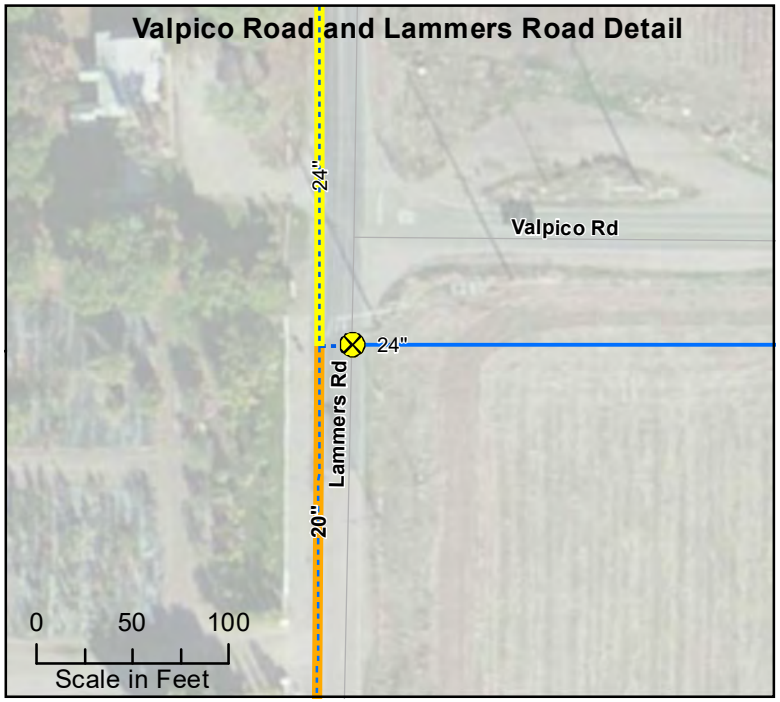
Figure 5A

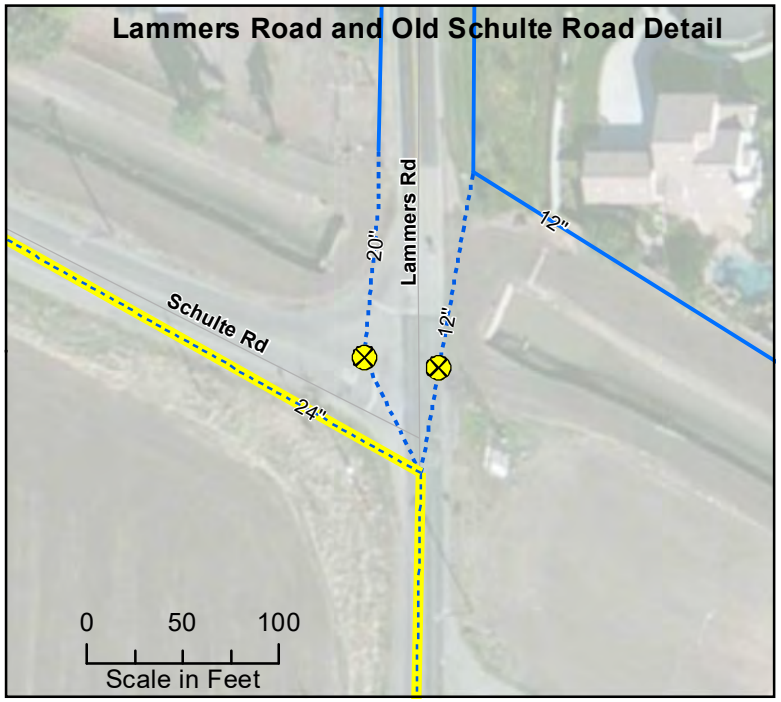
Proposed Alternative Operations

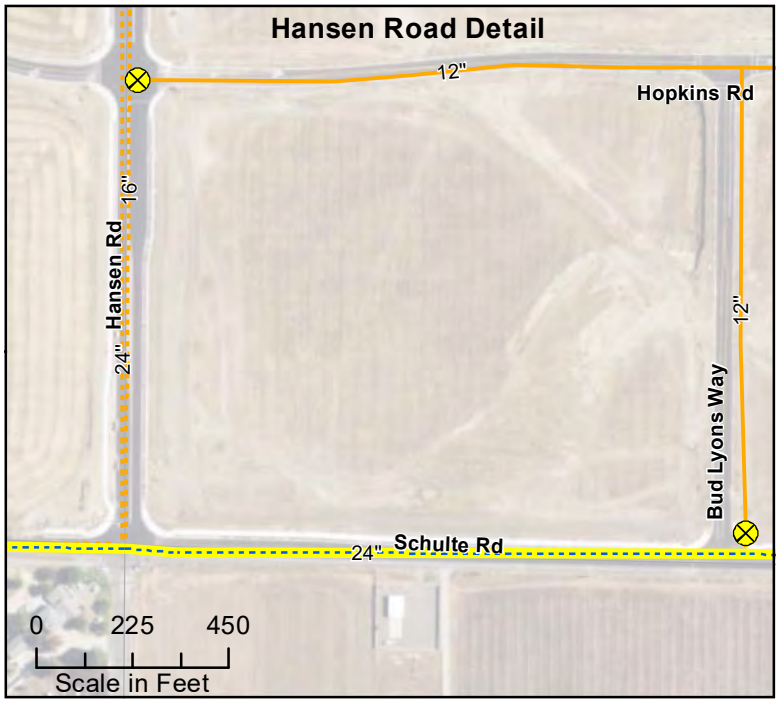
City of Tracy
Hydraulic Evaluation of
IPC Buildings 3, 4, and 12

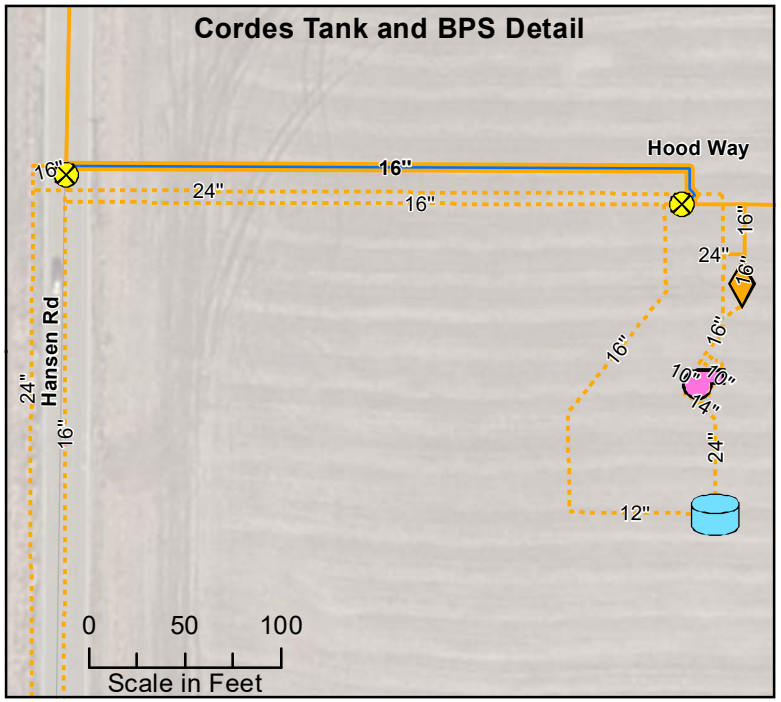
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N

Symbology

- Closed Valve Due to Re-zoning
- Pressure Regulating Station #9
- Cordes Booster Pump Station
- Existing Patterson Pass Booster Pump Station
- Cordes Tank
- Existing Pipeline to be Re-zoned
- Proposed Zone 3 Pipeline Required for Alternative Operations (IPC)
- Proposed Zone 2 Pipeline Required for Alternative Operations (IPC)

Existing Pipeline

- Zone 2
- Zone 3

Cordes Phases 1 and 2 Pipeline

- Zone 2
- Zone 3

TRACY

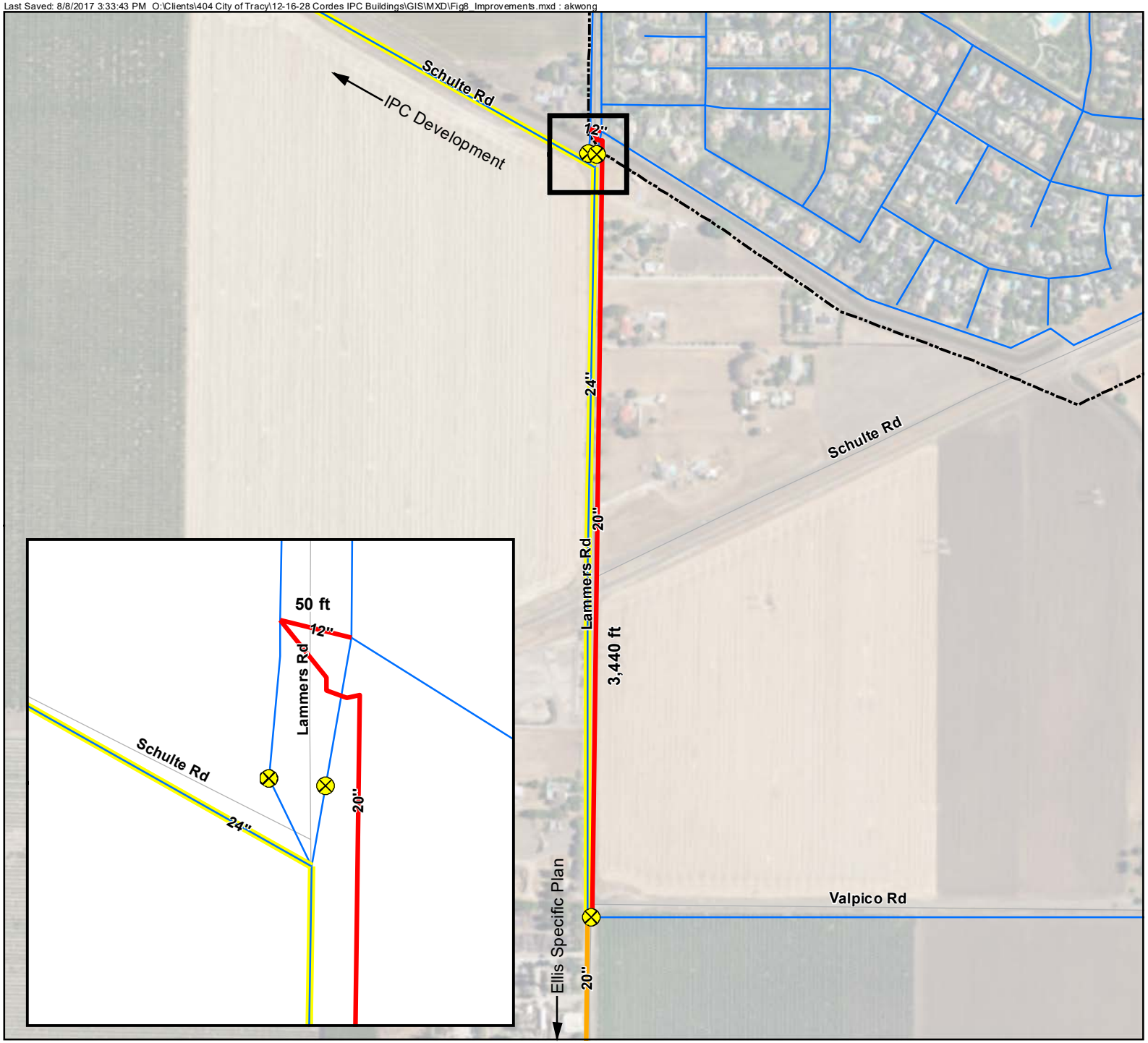
WEST YOST ASSOCIATES

Figure 5B

Proposed Alternative Operations: Details for Closed Valves

City of Tracy
Hydraulic Evaluation of
IPC Buildings 3, 4, and 12

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0 300 600

Scale in Feet

Symbology

- Closed Valve Due to Re-zoning
- Recommended Pipeline
- Existing Pipeline to be Re-zoned
- Proposed Pipeline Required for Alternative Operatons (IPC)
- Existing Pipeline
- City Limit

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Figure 8

Recommended Improvements for Proposed Alternative Operations

City of Tracy
Hydraulic Evaluation of
IPC Buildings 3, 4, and 12

ATTACHMENT 2

Planning and Modeling Criteria
(2012 Citywide Water System Master Plan)

Planning and modeling criteria used to evaluate the various alternatives are based on the system performance and operational criteria developed in the 2012 Citywide Water System Master Plan. The criteria used to evaluate the existing water system and the proposed pipelines for the various alternatives are listed as follows:

- Residual pressure at the flowing hydrant (during an assumed maximum day demand plus fire flow condition) and throughout the water system must be equal to or greater than 30 pounds per square inch (psi) during the simulated fire condition.
- Minimum allowable service pressure is 40 psi during all other non-fire demand conditions.
- Maximum allowable service pressure is 80 psi. A pressure reducing valve (PRV) will be required on all water services with a static pressure greater than 80 psi and should conform with the requirements from the Uniform Plumbing Code.
- Maximum allowable distribution pipeline velocity is 12 feet per second (fps) during the simulated fire flow demand condition.
- Maximum allowable transmission and distribution pipeline velocity is 6 fps and 8 fps, respectively, during a non-fire demand condition.
- Maximum allowable head loss rate is 10 feet per 1,000 feet (ft/kft) during the simulated fire demand condition.
- Maximum head losses in distribution system pipelines should be limited to 7 ft/kft during a non-fire demand condition.
- New and required pipelines will be modeled with a roughness coefficient (C-factor) of 130.
- Available fire flow demand must meet a minimum flow of 1,500 gallons per minute (gpm), 2,500 gpm, 3,500 gpm, or 4,500 gpm depending on land use during a maximum day demand condition. These required fire flow demands assume that buildings are sprinklered.
- The 2012 Master Plan hydraulic model of the City's water distribution system was used as the basis for evaluation.[1] However, the hydraulic model was updated to include the following major existing system improvements:
  - Improvements that have been recently constructed on South Lammers Road (20-inch diameter pipeline and pressure regulating station (PRS #6)); and
  - Proposed improvements on South MacArthur Drive (24-inch diameter pipeline).

[1] This hydraulic model was updated to include projected water demands from new developments such as Valpico and MacDonald Apartments, Sierra Hills (Aspire I) Apartments, Tiburon Village, Middlefield Drive Apartments and Self-Storage Facility, I-205 Parcels M1 and M2 and Infill Parcels 7 and 13, Grant Line Road Apartments, South Lammers Road Development, Aspire II Development, Pescadero IPT Development, first three buildings at Cordes Ranch, Ellis Specific Plan Phase 1A and Phase 1A Extension, Marriott TownePlace Suites, Larch Clover Interim Annexation, Ellis Specific Plan Phase 2 - The Gardens, IPC Buildings 3, 4, and 12, IPC Building 25, IPC Buildings 22, 23, and Thermo Fisher, Tracy Village Specific Plan, Avenues Specific Plan, IPC Buildings 9, 10, and 14, NEI Specific Plan, and Tracy Hills Phases 1A, 1B, and 1C. City staff also requested West Yost to incorporate the following developments, which were evaluated by Black Water Consulting Engineers, Inc. into the City's hydraulic model: Barcelona Infill, Berg Road Properties, Harvest Apartments, 321 E. Grant Line Apartments, Project Hawk/IPC, and Home 2 Suites.

WEST YOST ASSOCIATES

TECHNICAL MEMORANDUM

DATE: November 11, 2019

Project No.: 404-60-19-47
SENT VIA: EMAIL

TO: Zabih Zaca, City of Tracy

CC: Robert Armijo, City of Tracy
Paul Verma, City of Tracy
Al Gali, City of Tracy
Nanda Gottiparthy, SNG & Associates, Inc.



FROM: Nathaniel Homan, PE, RCE #89903
Jim Connell, PE, RCE #63052

REVIEWED BY: Amy Kwong, PE, RCE #73213

SUBJECT: Design Recommendations for Hood Way Pipeline

In a technical memorandum (TM) prepared for the City of Tracy (City) titled *Hydraulic Evaluation of International Park of Commerce (IPC) Buildings 3, 4, and 12*, dated May 18, 2017, West Yost Associates (West Yost) recommended that 345 lineal feet (lf) of 16-inch diameter City-side Pressure Zone 2 (Zone 2) transmission main be constructed in Hood Way. The purpose of this recommended pipeline improvement was to provide pipeline network looping for Zone 2 pipelines located in Hood Way and Hansen Road after portions of the existing Zone 2 transmission main system are re-zoned to City-side Pressure Zone 3 (Zone 3).

This TM summarizes the findings and conclusions of West Yost's technical evaluation of the feasibility of constructing two shorter 16-inch diameter connections in Hood Way and Hansen Road, in place of the previously recommended pipeline. The locations of the proposed connections are shown on Figure 1.

The proposed connection in Hood Way would consist of approximately 36 lf of 16-inch diameter pipeline connecting the existing 16-inch diameter Zone 2 Cordes Tank fill line with the existing 24-inch diameter Zone 3 Cordes Pump Station discharge line. A detailed schematic of this connection is shown on Figure 2. An existing 16-inch butterfly valve would be permanently closed to re-zone the Cordes Tank fill line to Zone 3.

The proposed connection in Hansen Road would consist of approximately 20 lf of 16-inch diameter pipeline connecting the existing 16-inch diameter Zone 2 pipeline and the existing 24-inch diameter Zone 3 pipeline in Hansen Road. A detailed schematic of this connection is shown on Figure 3. This connection would be placed approximately 135 ft south of the intersection of Hopkins Road and Hansen Road to take advantage of the existing butterfly valve on the 24-inch diameter pipeline. This existing butterfly valve would be used to isolate the 24-inch diameter

pipeline between Schulte Road and Hopkins Road so that the pipeline in Hopkins Road west of Hansen Road could continue to serve Zone 3 during construction. The existing butterfly valve would be re-opened after construction is completed. The proposed new butterfly valve, to be installed north of the proposed cut-in-tee on the 16-inch diameter pipeline, would be permanently closed to re-zone the 16-inch diameter pipeline south of the proposed connection to Zone 3.

These proposed connections have two advantages over the previously recommended pipeline:

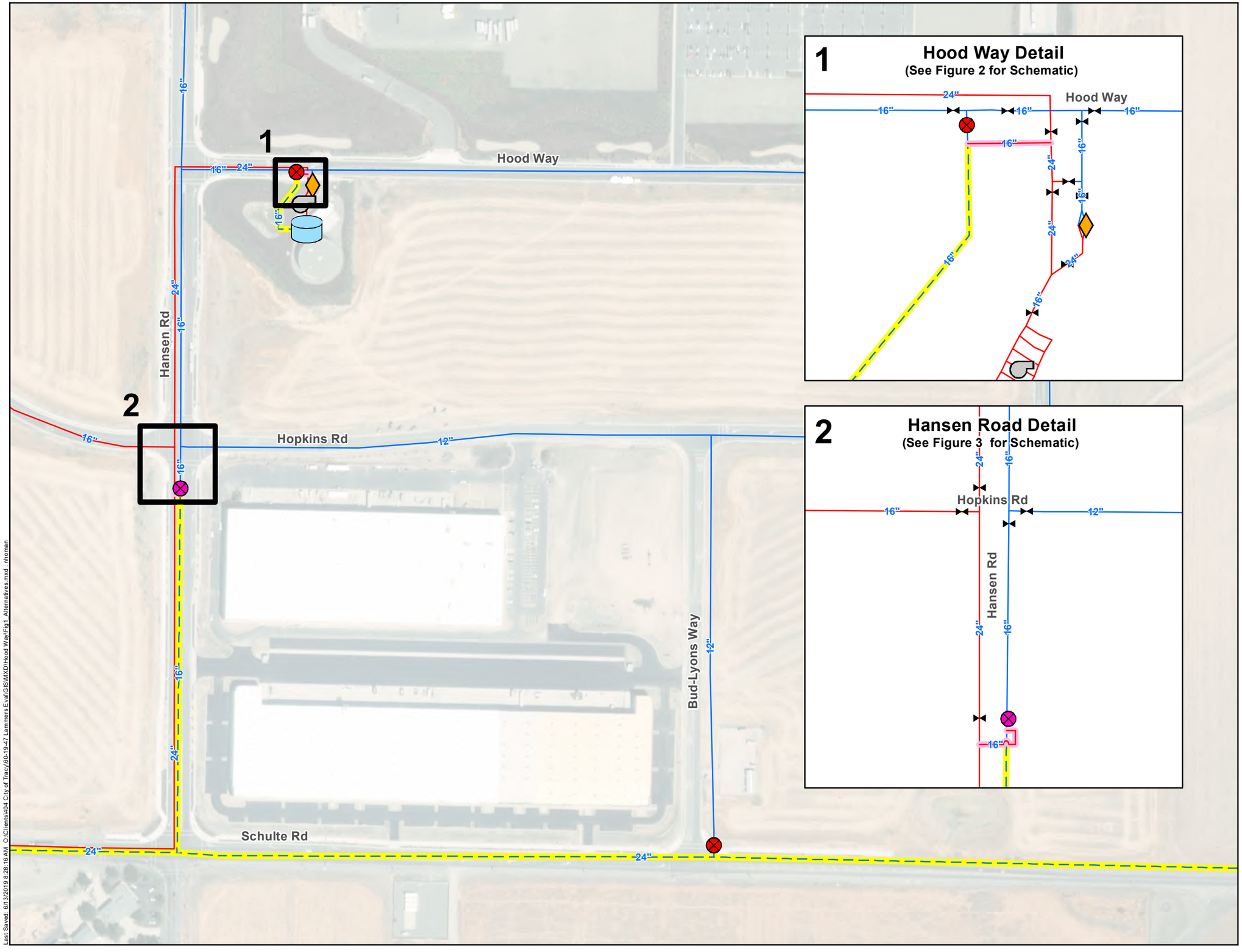
1. The total length of new pipeline required is 289 ft shorter than the previously recommended pipeline, making this alternative less expensive.
2. The proposed connections preserve the existing Zone 2 pipeline loop in Hansen Road, Hood Way, and Hopkins Road, unlike the alternative recommended in the May 2017 TM, which would break this loop by re-zoning the existing 16-inch diameter Zone 2 pipeline in Hansen Road between Hood Way and Hopkins Way to Zone 3.

After reviewing available plans and record drawings of the proposed construction areas, West Yost determined that the proposed connections are constructible. West Yost recommends the City construct the proposed connections instead of constructing the pipeline recommended in the May 2017 TM.

It should be noted that the re-zoning will close the valve at the southern end of the 12-inch diameter pipeline in Bud Lyons Way. This will create a long stretch of dead-end pipe and could potentially lead to water quality issues. Solutions to address these issues include:

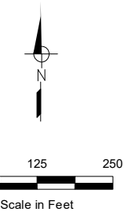
1. Placing the water service lateral for the future building located east of Bud-Lyons Way as close as possible to the southern end of Bud Lyons Way. The demands from the building would keep water flowing through the pipeline and prevent stagnant water from forming.
2. Abandoning the pipeline in Bud Lyons Way. This option is only feasible if this pipeline is not needed for future water service connections.
3. Implementing a program to regularly flush the pipeline using a hydrant or blow off valve near the southern end of Bud Lyons Way.

This TM is submitted in accordance with West Yost's January 2019 Scope of Services. No estimates of infrastructure costs were developed as part of this evaluation. The locations of existing pipelines and valves shown on the figures attached here-in should be confirmed prior to design. If existing pipelines or valves are not as shown on the reviewed plans and record drawings, additional evaluation of the feasibility of the recommended connections may be required.



1 Hood Way Detail
(See Figure 2 for Schematic)

2 Hansen Road Detail
(See Figure 3 for Schematic)



Closed Valve Due to Re-zoning

- Existing
- Proposed
- Other Existing Valve
- Cordes PRS #9
- Cordes Pump Station
- Cordes Tank
- Proposed Connection
- Existing Pipeline to be Re-zoned to Zone 3

Existing Pipeline

- Zone 2
- Zone 3

Notes:
1. Details are not to scale.

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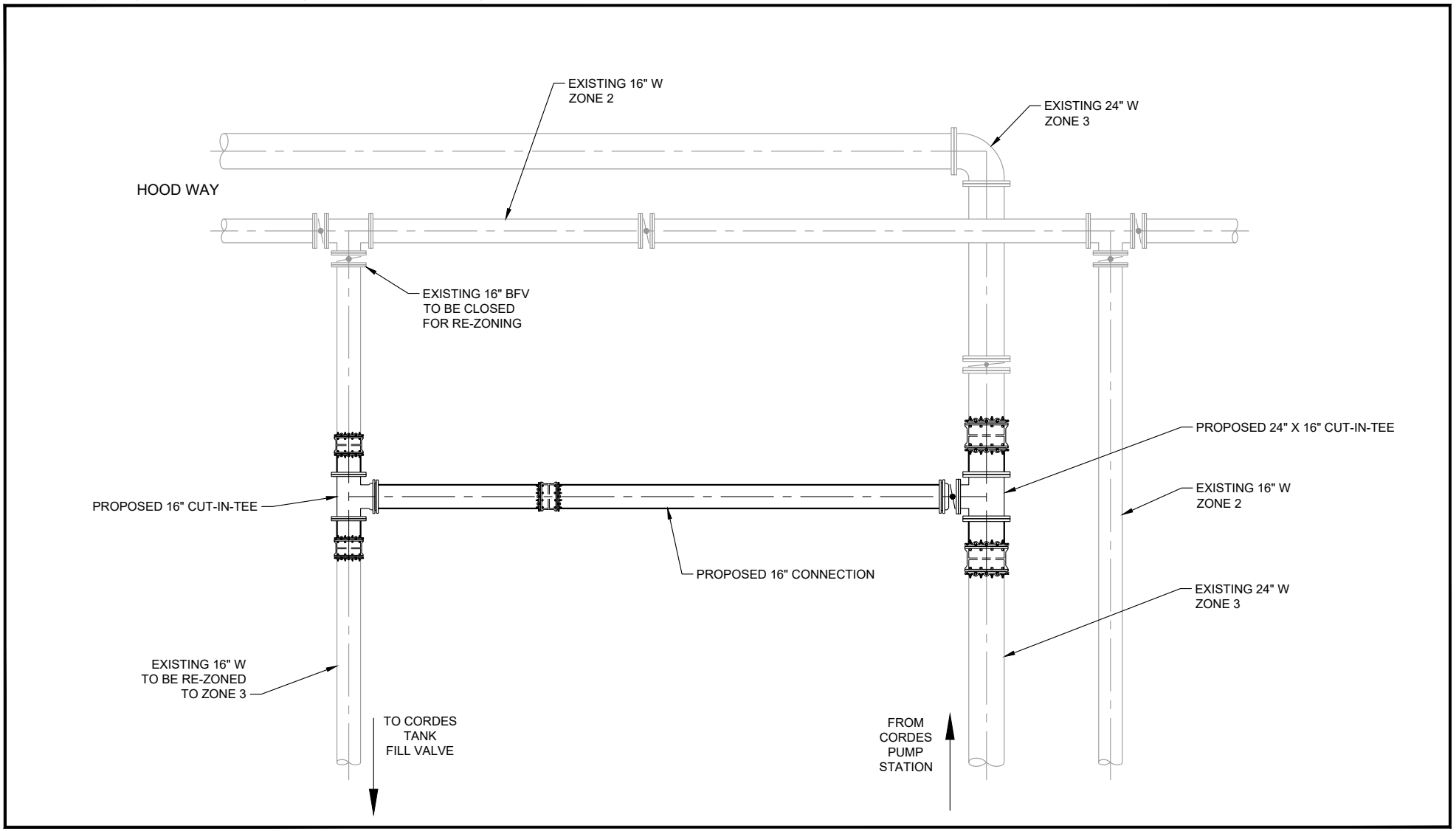
WEST YOST ASSOCIATES

Figure 1

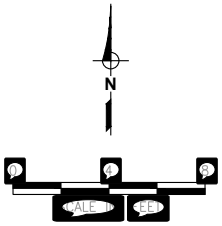
Recommended Connections for Re-Zoning at Hood Way and Hansen Road

City of Tracy
Design Recommendations for
Hood Way Pipeline

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Notes:
1. Schematic connection points are for illustrative purposes only for the conceptual understanding of the likely components involved in installing the recommended connections. These schematics are not to be used for construction purposes.



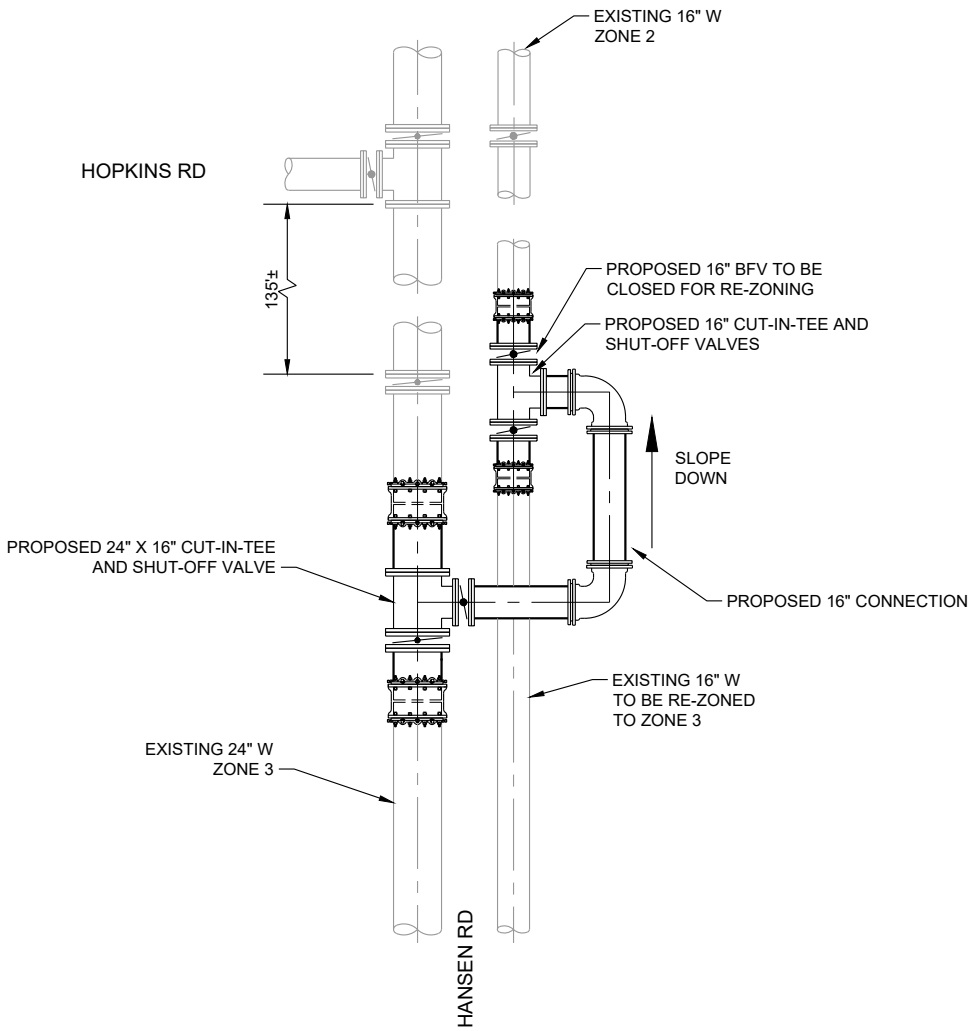
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WEST YOST ASSOCIATES

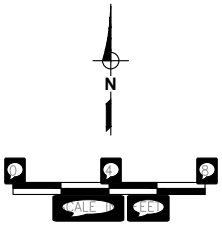
Figure 2

Schematic
Hood Way Connection

City of Tracy
Design Recommendations for
Hood Way Pipeline



Notes:
1. Schematic connection points are for illustrative purposes only for the conceptual understanding of the likely components involved in installing the recommended connections. These schematics are not to be used for construction purposes.



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WEST YOST ASSOCIATES

Figure 3

Schematic
Hansen Road Connection

City of Tracy
Design Recommendations for
Hood Way Pipeline

APPENDIX E
Cost Estimating Assumptions

This appendix details West Yost's assumptions for estimating probable construction costs for the recommended potable and recycled water system facilities. Construction costs were developed based on a combination of data supplied by manufacturers, published industry standard cost data and curves, construction costs for similar facilities built by the City and/or other public agencies, and construction costs previously estimated by West Yost for similar facilities with similar construction cost indexes.

The costs presented in this appendix are for construction only and do not include estimating or construction uncertainties (e.g., variations in final quantities) or cost estimates for engineering, legal services, environmental review, inspections, and/or contract administration. Some of these items are referred to as contingency costs or mark-ups and are addressed in the last section of this appendix. It should also be noted that the construction costs presented in this appendix represent capital infrastructure costs and do not include costs for purchase of additional surface water supplies, supply reliability, or operation and maintenance.

All estimated construction costs have been adjusted to reflect 2020 dollars and should be used for conceptual cost estimates only and be updated regularly. Construction costs presented in this appendix are not intended to represent the lowest prices in the industry for each type of construction; rather they are representative of average or typical construction costs. These planning-level construction cost estimates have been prepared for guidance in evaluating various facility improvement options and are intended only for budgetary purposes within the context of this master planning effort.

The following sections of this appendix describe the assumptions used to estimate the probable construction costs for the planning and design of recommended water system facilities for the City's potable and recycled water systems:

- Land Acquisition Costs
- Potable Water System Construction Costs
- Recycled Water System Construction Costs
- Contingency Costs or Mark-ups

E.1 LAND ACQUISITION COSTS

It is assumed that land for buildout potable and recycled water facilities will be acquired at $190,000 per acre. Costs for land acquisition will only be added to major facilities such as tank sites where a large parcel is required. Consequently, land acquisition costs do not include right-of-way acquisition costs for transmission and distribution mains.

E.2 POTABLE WATER SYSTEM CONSTRUCTION COSTS

The following sections present the construction cost estimates used to project probable construction costs for recommended water system facilities in the City's potable water system and are categorized by improvement project type.

E.2.1 Treated Water Storage Reservoirs

Table 1 summarizes the estimated construction costs for treated water storage reservoirs between the size range of 0.5 to 6.0 MG. These costs generally include the installation of the storage tank, site piping, earthwork, paving, instrumentation, and related sitework. These costs are representative of construction conducted under normal excavation and foundation conditions and would be significantly higher for special or difficult foundation requirements.

It is recommended that new potable water storage reservoirs be partially buried prestressed concrete tanks to minimize impacts to developable land. These reservoirs could be located beneath City parks, allowing other uses of the land above the proposed reservoirs.

Table 1. Construction Costs for Treated Water Storage Reservoirs[a]

Capacity, MG	Estimated Construction Cost, million dollars[b] Partially Buried Prestressed Concrete
0.5	2.5
1.0	3.0
2.0	4.0
3.0	4.9
4.0	5.9
5.0	6.9
6.0	7.8

(a) Based on 2020 dollars.
(b) Estimated construction costs do not reflect an adjustment to account for the current economic bidding climate.

E.2.2 Aquifer Storage and Recovery Production Wells

Aquifer Storage and Recovery (ASR) well construction consists of pilot hole drilling, water quality/soil sampling, pilot hole reaming, well construction, well development and providing the necessary housing, pump, motor, automatic control equipment (SCADA), discharge piping, and disinfection equipment. All new groundwater wells will be designed to allow for both injection and extraction of water supplies in conjunction with the City's proposed ASR Well Program.

Construction costs for new groundwater wells are estimated to be approximately $3,900,000 per well (assuming a well capacity of 2,500 gpm). For wells with a capacity of 1,000 gpm, estimated construction costs are approximately $2,500,000 per well. These estimates are based on recent bids for similarly sized wells and representative of construction conducted under normal drilling conditions. Costs would be significantly higher for special or difficult locations.

E.2.3 Treated Water Booster Pump Stations

Booster pump stations will be required at ground-level and below-grade reservoirs to lift water to the appropriate pressure zones. Estimated average construction costs for distribution pumping stations, as shown in Table 2, are based on enclosed stations with architectural and landscaping treatment suitable for residential areas. Booster pump station costs can vary considerably, depending on architectural design, pumping head, and pumping capacity. Therefore, these costs

presented below are representative of construction conducted under common or normal conditions and would be significantly higher for special or difficult conditions.

Booster pump station cost estimates include the installation of the booster pumps, site piping, earthwork, paving, a chemical feed system (hypochlorite), on-site backup/standby power generator, SCADA, and related sitework. Station designs will be based on the City's typical booster pump station configurations, which include 2 to 4 variable speed booster pumps installed in parallel to accommodate varying water demand conditions.

Table 2. Construction Costs for Treated Water Booster Pump Stations[a]

Firm Capacity[b], mgd	Estimated Construction Cost, million dollars[c]
0.5	1.3
1	1.4
2	1.5
3	1.7
5	2.0
10	2.8

(a) Based on 2020 dollars.
(b) Equal to the total pumping capacity with the largest pump out of service or on standby.
(c) Estimated construction costs do not reflect an adjustment to account for the current economic bidding climate.

E.2.4 Pipelines

Unit construction costs for potable water pipelines 8 through 36 inches in diameter are provided in Table 3. These unit costs are categorized by typical pipeline construction either in developed (e.g., in urban or suburban roads) or undeveloped (e.g., across open fields or in rural roads) areas and are representative of pipeline construction conducted under common or normal conditions. Special or difficult conditions would increase costs significantly.

The unit construction costs presented below generally include pipeline materials, trenching, placing and jointing pipe, valves, fittings, hydrants, service connections, placing imported pipe bedding, native backfill material, and partial asphalt pavement replacement, if required. However, the costs presented in Table 3 do not include jacking and boring pipe or constructing boring and receiving pits. It is assumed the total cost to construct one boring pit and one receiving pit is $40,000. Pipeline jack and bore costs are shown in Table 4 and should be added where required.

Table 3. Unit Construction Costs for Pipelines[a,b]		
Pipeline Diameter, inches	Unit Construction Cost, dollars/linear foot[c]	
	Developed Areas	Undeveloped Areas
8	190	160
10	220	185
12	260	225
14	300	255
16	335	285
18	370	315
20	400	340
24	465	395
30	565	480
36	660	560

(a) Based on 2020 dollars.
(b) Costs based on ductile iron cement-lined pipe.
(c) Estimated construction costs do not reflect an adjustment to account for the current economic bidding climate.

Table 4. Unit Construction Costs for Jack and Bore[a]	
Pipeline Size	Unit Construction Cost, dollars/linear foot[b,c]
8-inch pipe (16-inch casing)	520
12-inch pipe (21-inch casing)	595
16-inch pipe (24-inch casing)	690
20-inch pipe (30-inch casing)	845
24-inch pipe (36-inch casing)	995
30-inch pipe (42-inch casing)	1,115
54-inch pipe (66-inch casing)	1,700
Tunnel	3,540

(a) Based on 2020 dollars.
(b) Conductor pipe is not included in cost.
(c) Estimated construction costs do not reflect an adjustment to account for the current economic bidding climate.

E.2.5 Pressure Regulating Stations and Pressure Reducing Valves

Interconnections (i.e., pressure regulating station or pressure reducing valve) are required to provide water supply between pressure zones during peak demands and/or emergency conditions. The estimated construction cost for a pressure regulating station is $250,000, while construction of a pressure reducing valve is estimated at $125,000. These costs are representative of construction conducted under normal conditions and would be significantly higher for special or difficult conditions.

Construction cost estimates for a pressure regulating station include the installation of a 12-inch diameter control valve, a concrete utility vault, access hatches, site piping, earthwork, paving,

SCADA, and related sitework. Construction cost estimates for a pressure reducing valve include the same items as a pressure regulating station; however, since a pressure reducing valve is typically used for emergency conditions, it requires a less complicated control valve and does not include SCADA installation.

E.2.6 Backup Power Generators

On-site backup power generators are recommended so pumps can continue delivering water to the distribution system in the event of a power outage. These generators should be sized to meet the power demands of the pumps. The construction cost for a new on-site backup power generator is estimated to be approximately $250,000. This cost is representative of construction conducted under normal conditions and would be significantly higher for special or difficult conditions.

E.2.7 SCADA System Improvements

SCADA system improvements are recommended to provide operators with real-time system data and flexibility in system operations. The construction cost for the installation of SCADA monitoring is estimated to be $125,000. This cost is representative of construction conducted under normal conditions and would be significantly higher for special or difficult conditions. Any discrepancies or inaccurate data tags should also be corrected to provide accurate real-time system flow and pressure monitoring.

E.3 RECYCLED WATER SYSTEM CONSTRUCTION COSTS

The following sections present the construction cost estimates used to project probable construction costs for recommended recycled water system facilities and are categorized by improvement project type.

The construction cost estimates of the recycled water system are based on similar assumptions to the construction cost estimates of the potable water system.

E.3.1 Recycled Water Storage Reservoirs

For partially buried prestressed concrete tanks, estimated storage reservoir costs are the same for recycled water and potable water and are repeated in Table 5 for reference. Table 5 also includes estimated costs for above ground, welded steel storage reservoirs. Costs for both concrete and welded steel tanks generally include the installation of the storage tank, site piping, earthwork, paving, instrumentation, and related sitework. Estimates are representative of construction conducted under normal excavation and foundation conditions and would be significantly higher for special or difficult foundation requirements. It is assumed that the recommended Zone A Tank (refer to Chapter 9) will be an above ground welded steel storage reservoir, while the remaining recommended storage reservoir(s) for the recycled water system will be partially buried prestressed concrete tanks.

Table 5. Construction Costs for Recycled Water Storage Reservoirs[a]		
Capacity, MG	Estimated Construction Cost, million dollars[b]	
	Partially Buried Prestressed Concrete	Welded Steel
0.5	2.5	1.7
1.0	3.0	2.1
2.0	4.0	2.9
3.0	4.9	3.7
4.0	5.9	4.5
5.0	6.9	5.3
6.0	7.8	6.0

(a) Based on 2020 dollars.
(b) Estimated construction costs do not reflect an adjustment to account for the current economic bidding climate.

E.3.2 Recycled Water Booster Pump Stations

Additional recycled water booster pump stations will be required at the Holly Drive WWTP and other locations to lift recycled water to the appropriate pressure zones. Estimated average construction costs for distribution pumping stations, as shown in Table 6, are based on enclosed stations with architectural and landscaping treatment suitable for residential areas. Booster pump station costs can vary considerably, depending on factors such as architectural design, pumping head, and pumping capacity. Therefore, these costs presented below are representative of construction conducted under common or normal conditions and would be significantly higher for special or difficult conditions.

Costs presented in Table 6 are discounted 10 percent from the potable water booster pump station costs presented in Table 2. This is because: (1) recycled water booster pump stations do not need to deliver design flows using firm capacity, so one fewer pump is required; and (2) they do not require backup generators.

Recycled water booster pump station cost estimates include the installation of the booster pumps, site piping, earthwork, paving, SCADA, and related sitework. Station designs will be based on the City's typical booster pump station configurations, which include 2 to 4 variable speed booster pumps installed in parallel to accommodate varying water demand conditions.

Table 6. Construction Costs for Recycled Water Booster Pump Stations[a]	
Total Capacity, mgd	Estimated Construction Cost, million dollars[b]
0.5	1.2
1	1.2
2	1.4
3	1.5
5	1.8
10	2.6

(a) Based on 2020 dollars.
(b) Estimated construction costs do not reflect an adjustment to account for the current economic bidding climate.

E.3.3 Recycled Water Pipelines

Unit construction costs for recycled water pipelines 8 inches and 12 inches in diameter are slightly less than for potable water pipelines, because the 8-inch and 12-inch diameter recycled water pipeline material is assumed to be PVC instead of ductile iron. For recycled water pipelines 16 inches through 36 inches in diameter, the material is assumed to be ductile iron, so the unit construction costs for these larger diameter recycled water pipelines are the same as for the corresponding potable water pipelines. Estimated pipeline unit costs are provided in Table 7 and are categorized by typical pipeline construction either in developed (e.g., in urban or suburban roads) or undeveloped (e.g., across open fields or in rural roads) areas. These costs are representative of pipeline construction conducted under common or normal conditions and would be significantly higher for special or difficult conditions.

The unit construction costs presented below generally include pipeline materials, trenching, placing and jointing pipe, valves, fittings, hydrants, service connections, placing imported pipe bedding, native backfill material, and partial asphalt pavement replacement, if required. However, the costs presented in Table 7 do not include jacking and boring pipe or constructing boring and receiving pits. It is assumed the total cost to construct one boring pit and one receiving pit is $40,000. Pipeline jack and bore costs are shown in Table 8 and should be added where required.

Table 7. Unit Construction Costs for Recycled Water Pipelines[a,b]

Pipeline Diameter, inches	Unit Construction Cost, dollars/linear foot[c]	
	Developed Areas	Undeveloped Areas
8	175	150
12	255	220
16	335	285
24	465	395
36	660	560

(a) Based on 2020 dollars.
(b) Costs based on PVC pipe for 8-inch and 12-inch diameter and ductile iron cement-lined pipe for 16-inch diameter and larger.
(c) Estimated construction costs do not reflect an adjustment to account for the current economic bidding climate.

Table 8. Unit Construction Costs for Jack and Bore[a]	
Pipeline Size	Unit Construction Cost, dollars/linear foot[b,c]
8-inch pipe (16-inch casing)	520
12-inch pipe (21-inch casing)	595
16-inch pipe (24-inch casing)	690
20-inch pipe (30-inch casing)	845
24-inch pipe (36-inch casing)	995
30-inch pipe (42-inch casing)	1,115
54-inch pipe (66-inch casing)	1,700
Tunnel	3,540

(a) Based on 2020 dollars.
(b) Conductor pipe is not included in cost.
(c) Estimated construction costs do not reflect an adjustment to account for the current economic bidding climate.

E.4 CONTINGENCY COSTS OR MARK-UPS

Contingency costs or mark-ups must be reviewed on a case-by-case basis, because they will vary considerably with each construction project. However, to assist City staff with budgeting for these recommended water system facility improvements, standard mark-ups have been added to the planning budget as percentages of the estimated base construction cost.

Standard mark-ups are divided into four subcategories, totaling 40 percent:

- General Contingency: The construction costs presented above are representative of the construction of water system facilities under normal construction conditions and schedules; consequently, it is appropriate to allow for estimating and construction uncertainties unavoidably associated with conceptual project planning. Unexpected construction conditions, the need for unforeseen mechanical items, and variations in final quantities are only a few of the items that can increase project costs. An allowance of 15 percent of the base construction cost will be included to cover such project-related general contingencies.
- Design and Planning: Design and planning services associated with new facilities include preliminary investigations and reports, right-of-way acquisition, foundation explorations, preparation of drawings and specifications for construction, surveying and staking, sampling of testing material, and start-up services. The cost of these items may vary, but for the purpose of this study, it is assumed that engineering design and planning costs will equal 10 percent of the base construction cost.
- Construction Management: Construction management covers items such as contract management and inspection during construction. The cost of these items may vary, but for the purpose of this study, it is assumed that construction management costs will equal 10 percent of the base construction cost.

- Program Administration: Program administration covers items such as legal fees, environmental/CEQA compliance requirements, financing expenses, and interest during construction. The cost of these items may vary, but for the purpose of this study, it is assumed that program administration costs will equal 5 percent of the base construction cost.

An example application of these standard mark-ups to a project with an assumed base construction cost of $1.0 million is shown in Table 9. As shown, the total cost of all project construction contingencies (general contingency, design and planning, construction management, and program administration costs) is 40 percent of the base construction cost for each construction project.

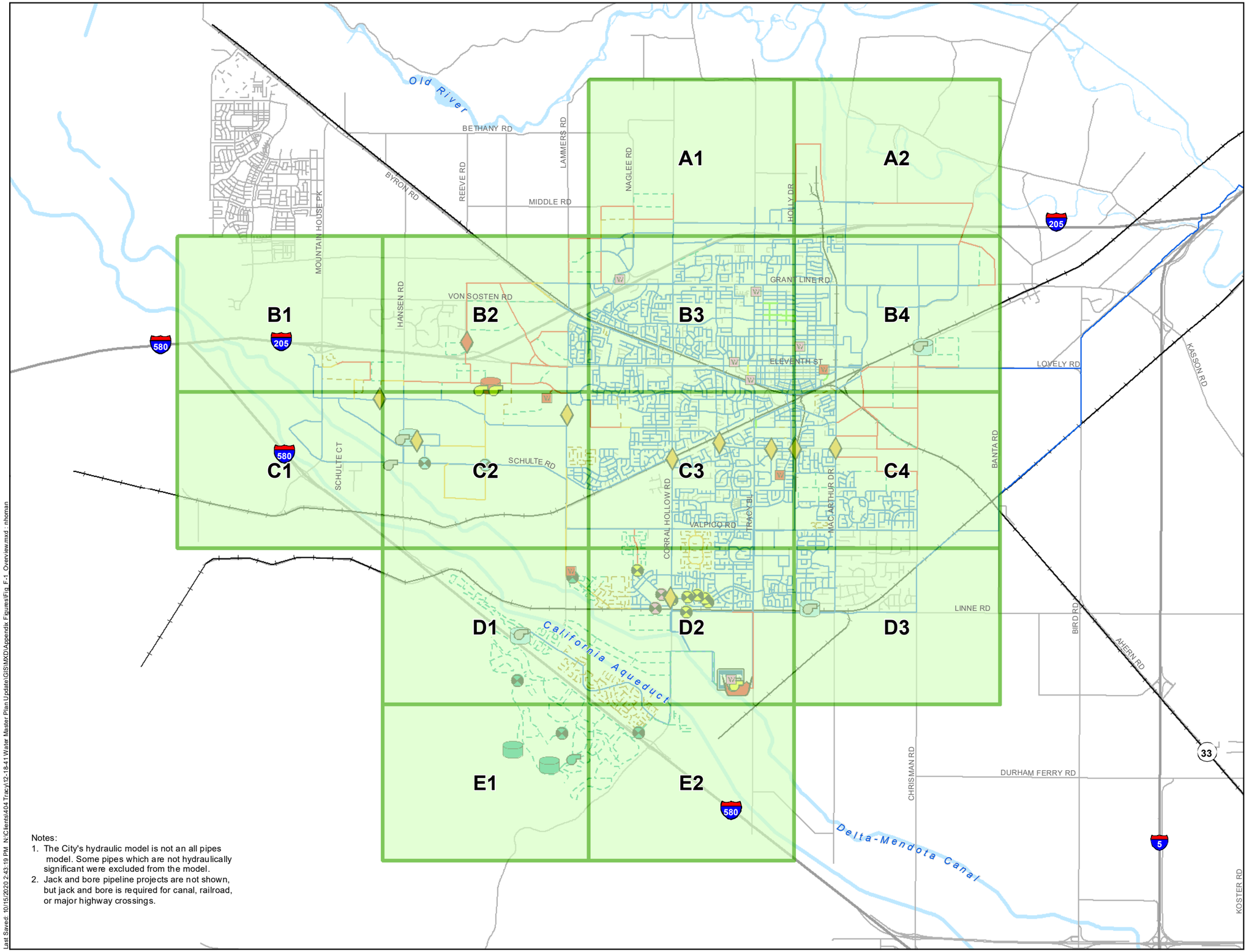
Table 9. Example Application of Mark-ups

Cost Component	Percent	Cost, dollars
Estimated Base Construction Cost before Mark-ups[(a)]		1,000,000
Mark-ups:		
General Contingency	15	150,000
Design and Planning	10	100,000
Construction Management	10	100,000
Program Administration	5	50,000
Estimated Total Project Cost		**$1,400,000**

(a) Assumed cost of an example project.

APPENDIX F

Proposed Future Potable Water System Facility Improvements



Notes:
1. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
2. Jack and bore pipeline projects are not shown, but jack and bore is required for canal, railroad, or major highway crossings.

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Scale in Feet

Symbology

Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- WTP John Jones Water Treatment Plant
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

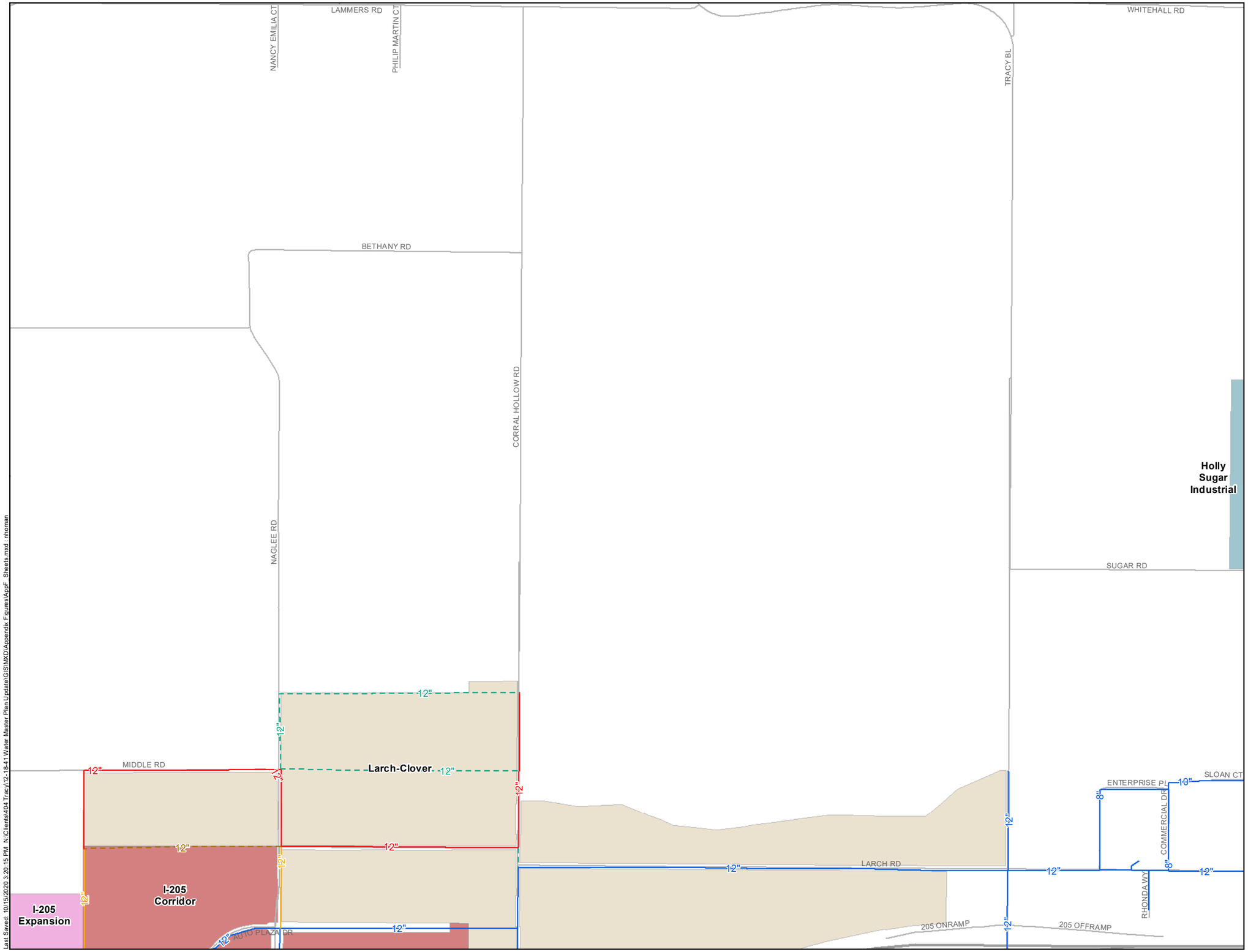
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Figure F-1

Proposed Future Potable Water System Facility Improvements

City of Tracy
Water System Master Plan Update

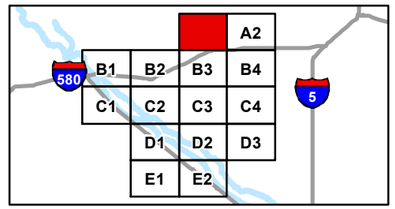


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Scale in Feet



Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

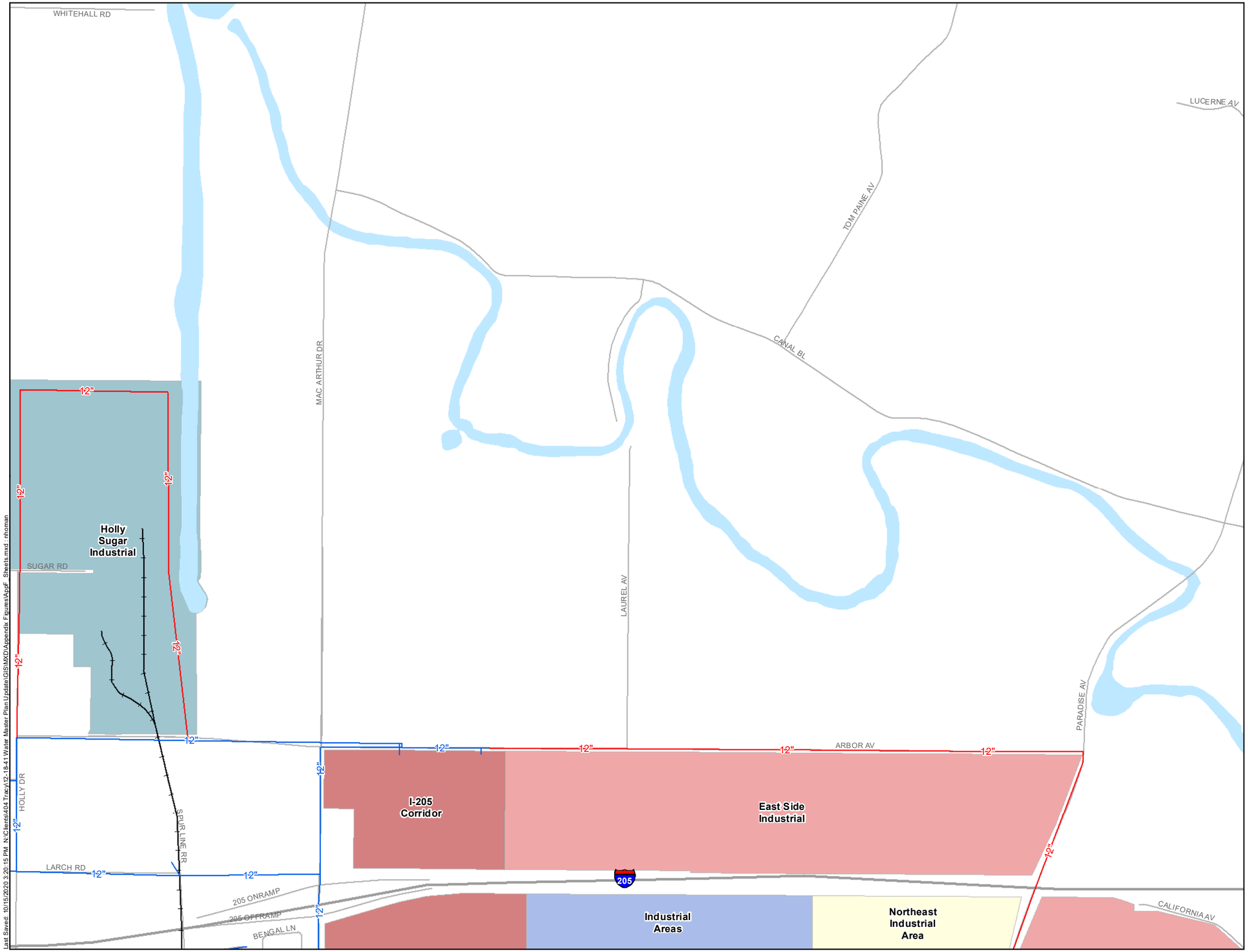
- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

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Figure F-A1

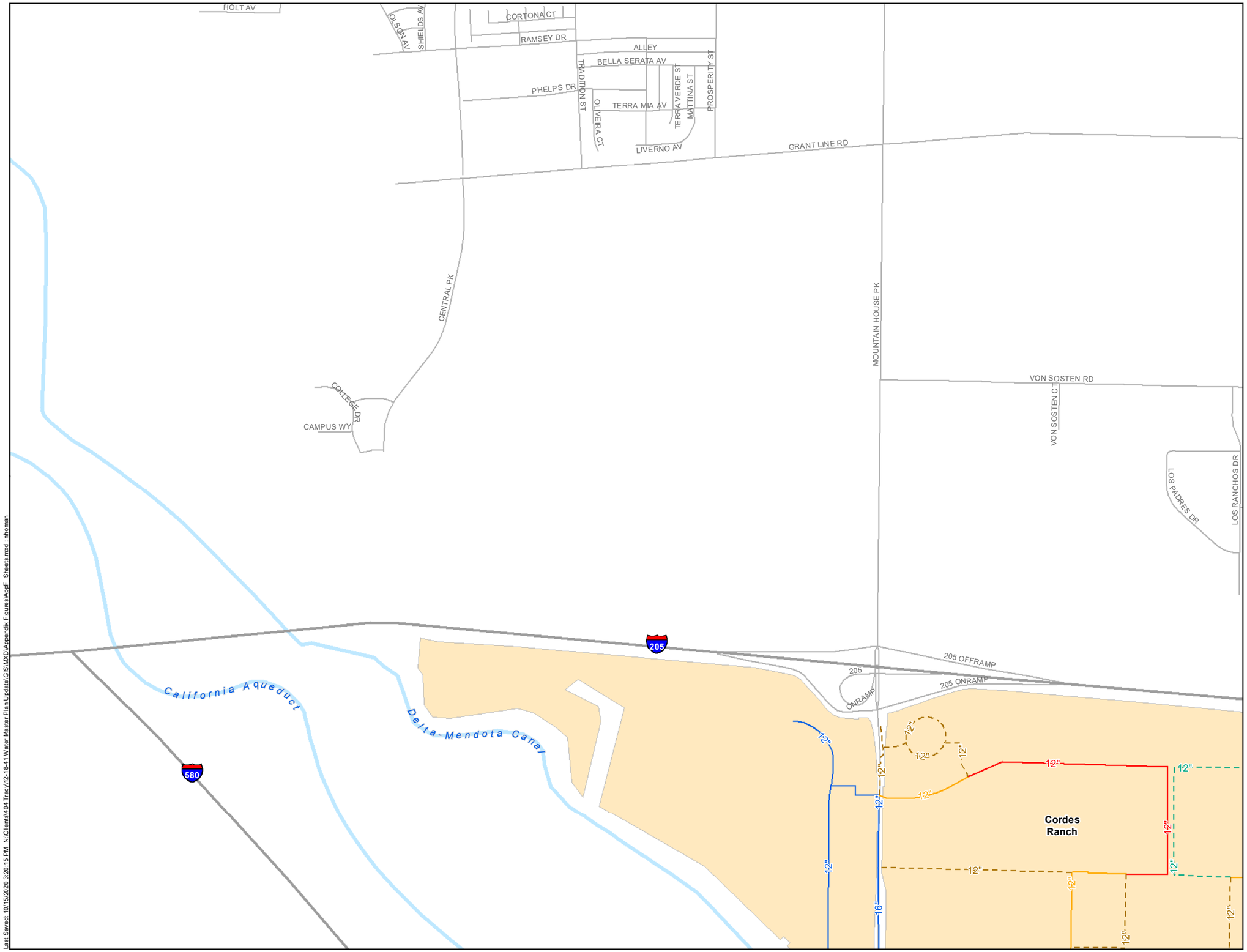
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Figure F-A2

City of Tracy
Water System Master Plan Update



Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

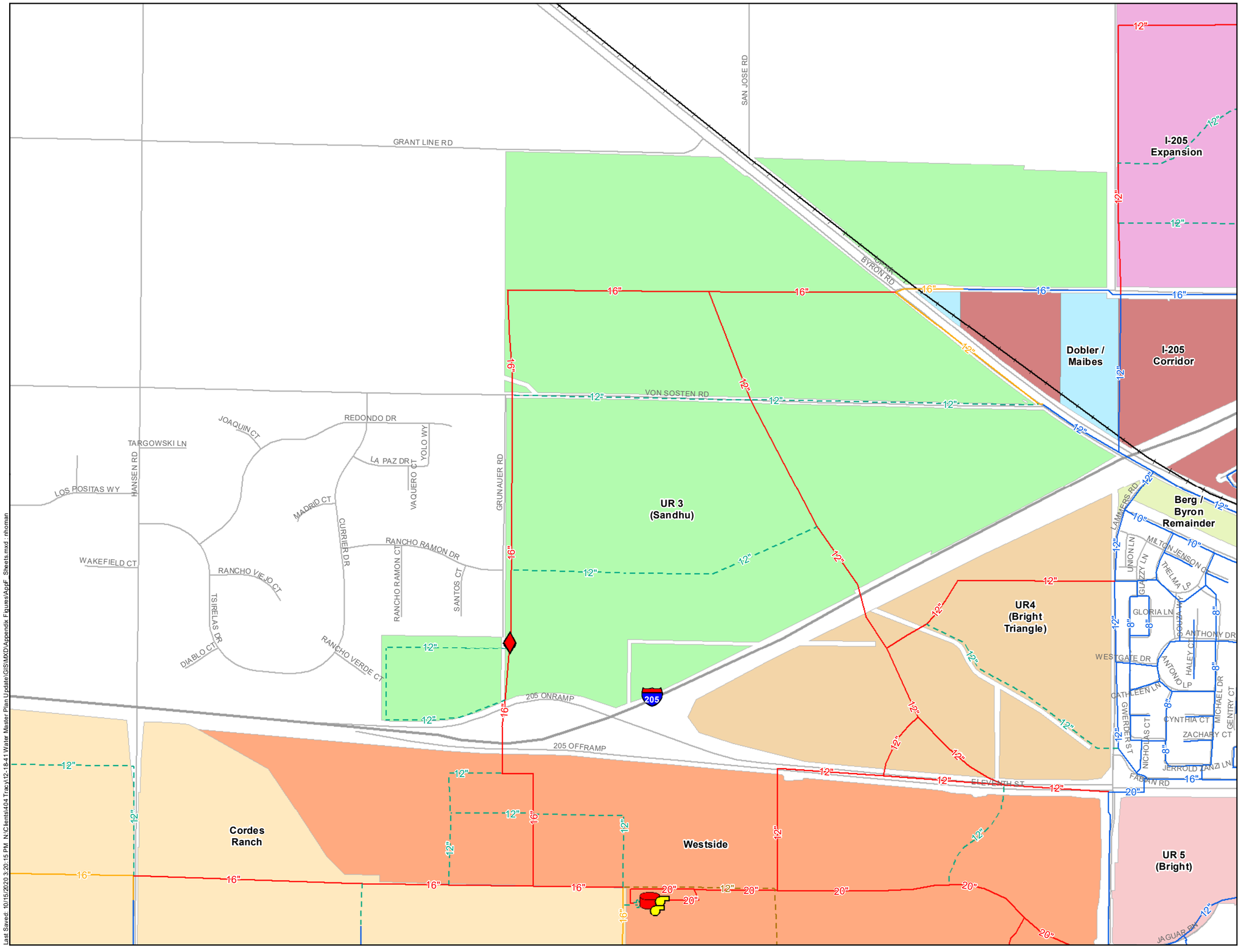
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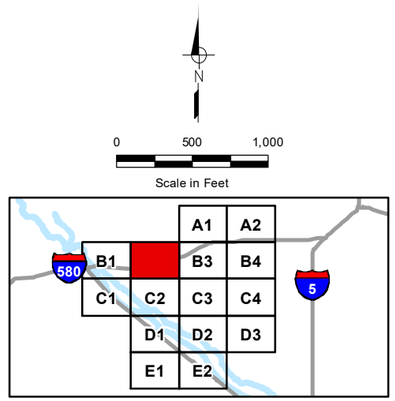
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Figure F-B1

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Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

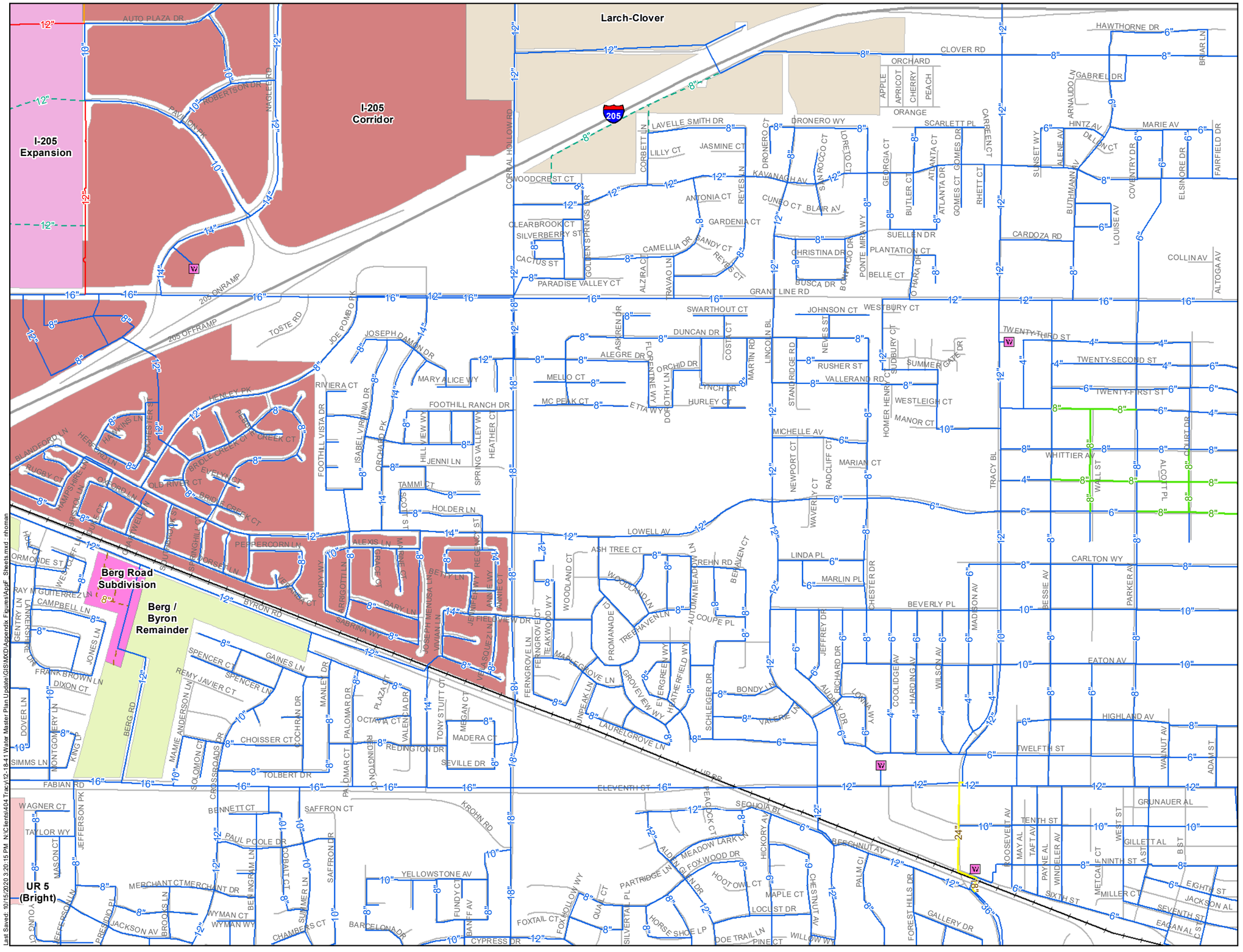
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Figure F-B2

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Water System Master Plan Update

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Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

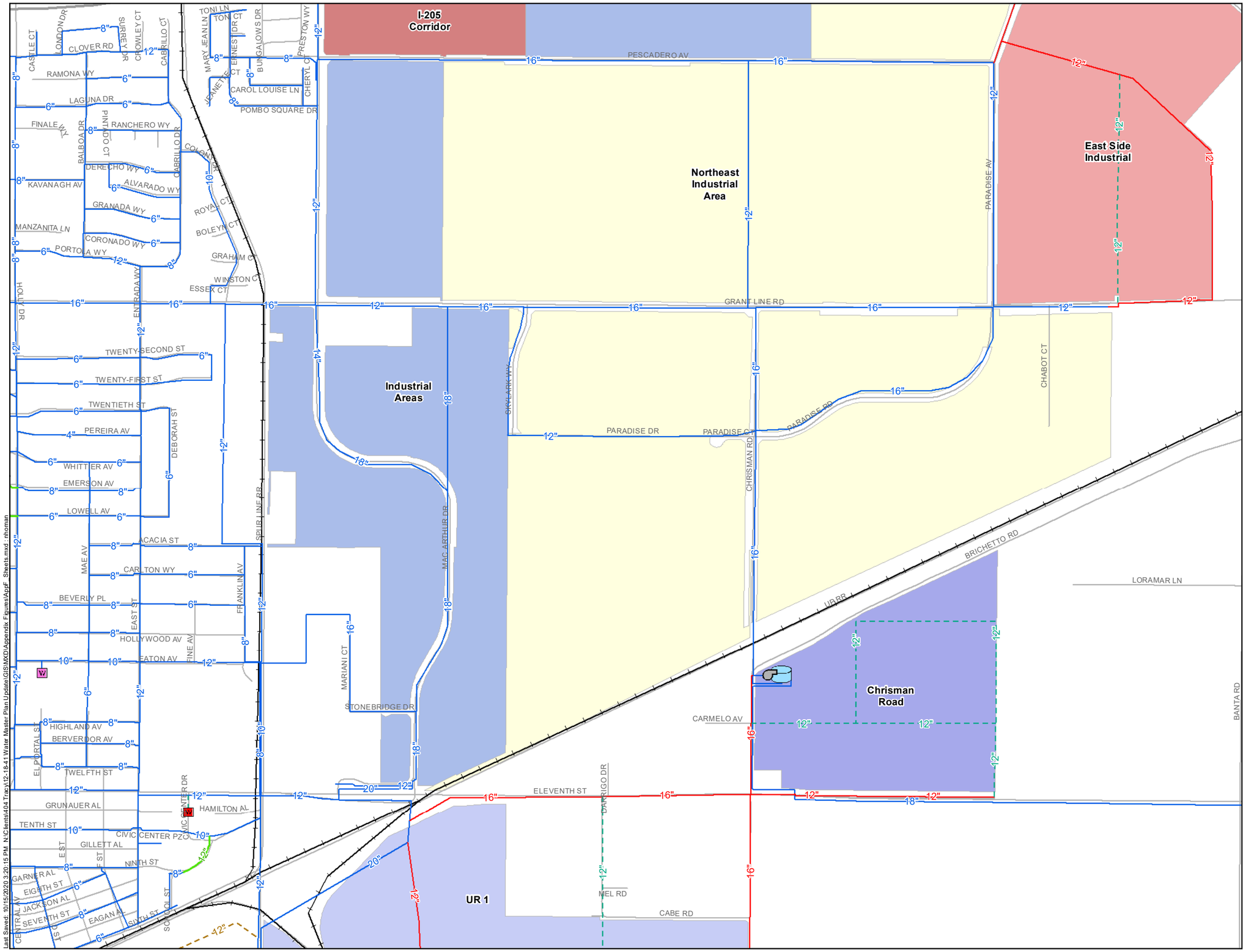
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Figure F-B3

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Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

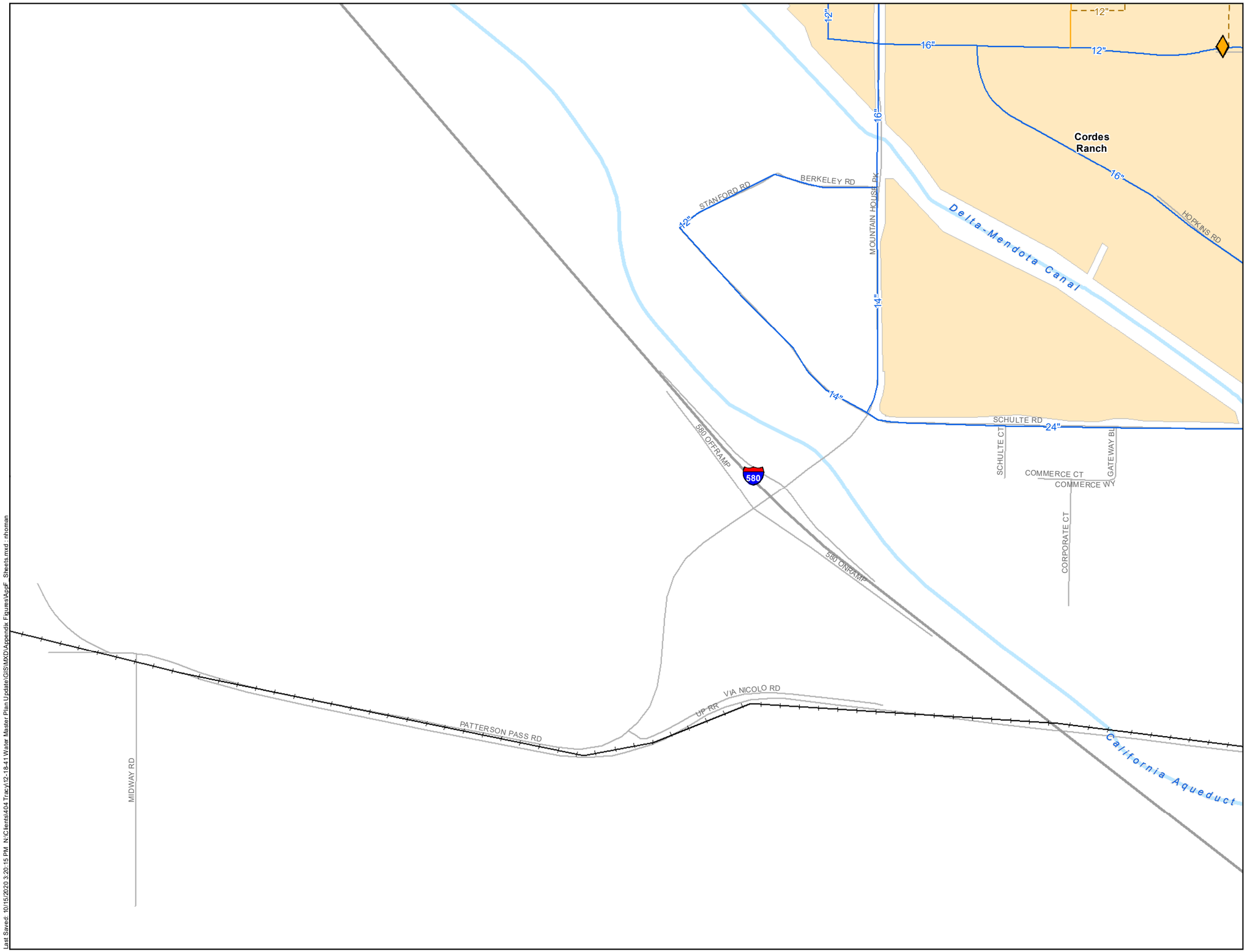
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Figure F-B4

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Scale in Feet

	A1	A2	
B1	B2	B3	B4
	C2	C3	C4
	D1	D2	D3
	E1	E2	

580 5

Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

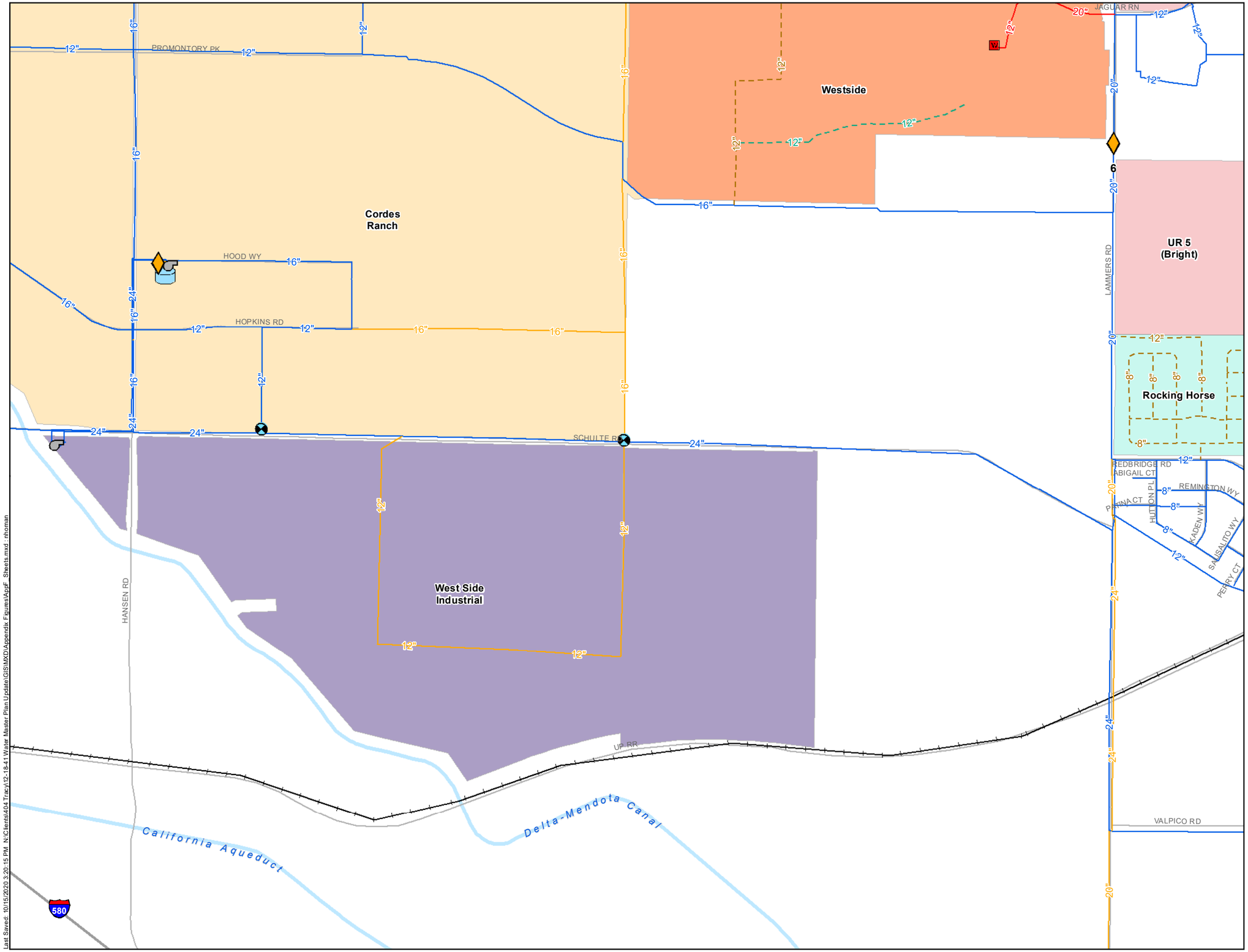
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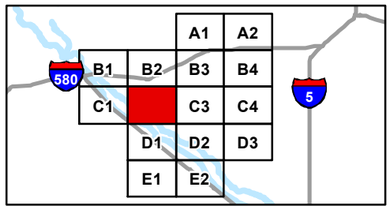
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0 500 1,000

Scale in Feet



Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

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Figure F-C2

City of Tracy
Water System Master Plan Update

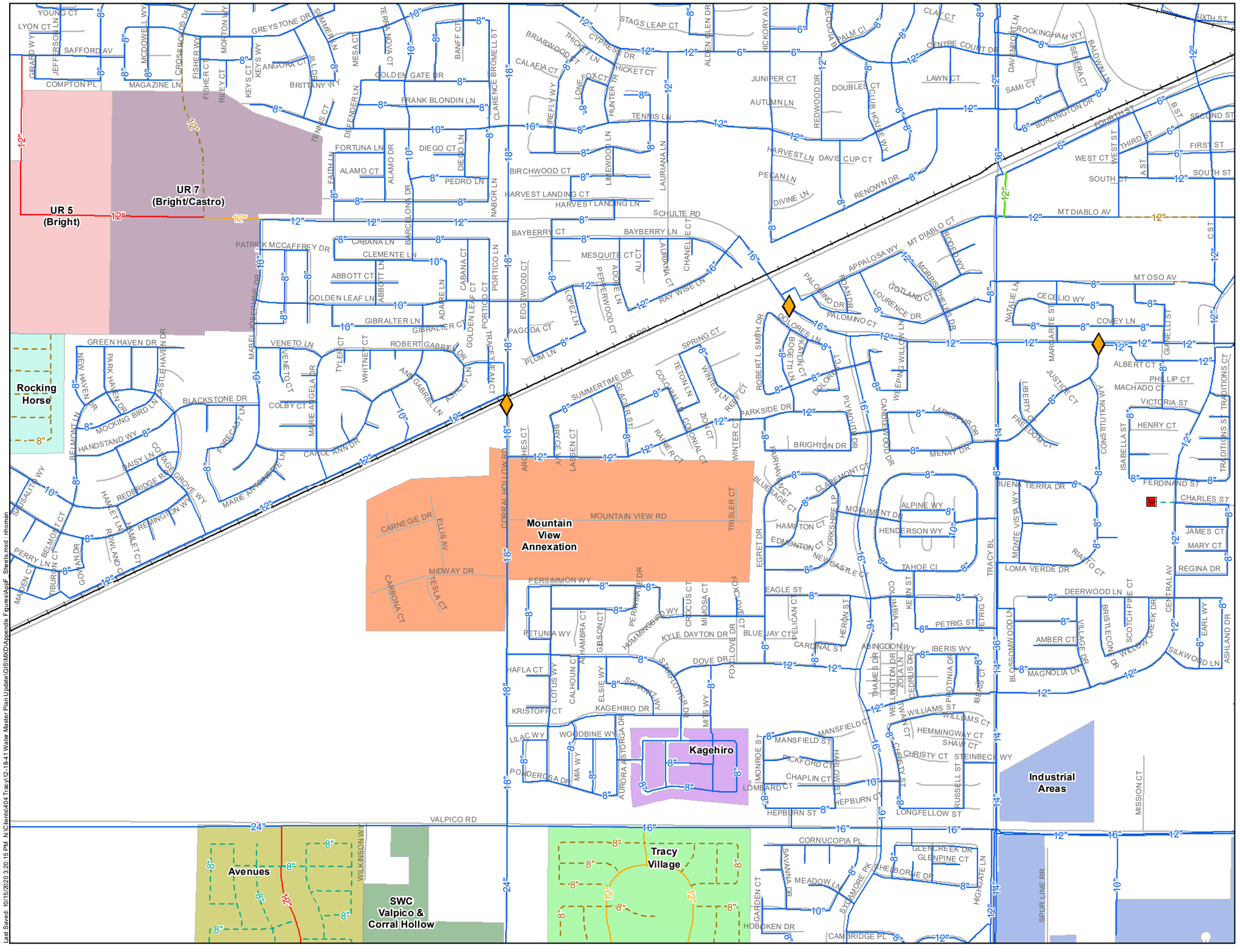
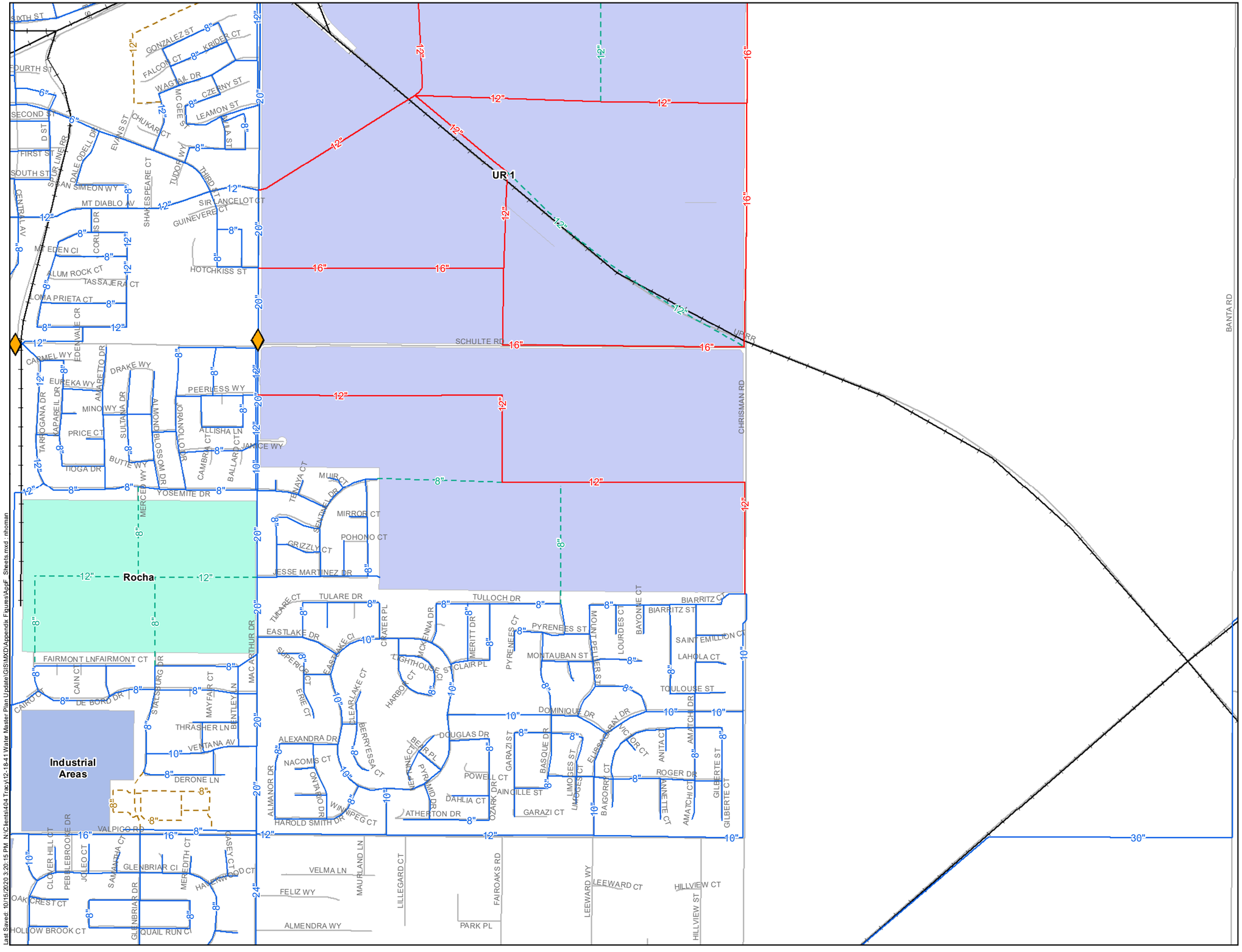


Figure F-C3

City of Tracy
Water System Master Plan Update



Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

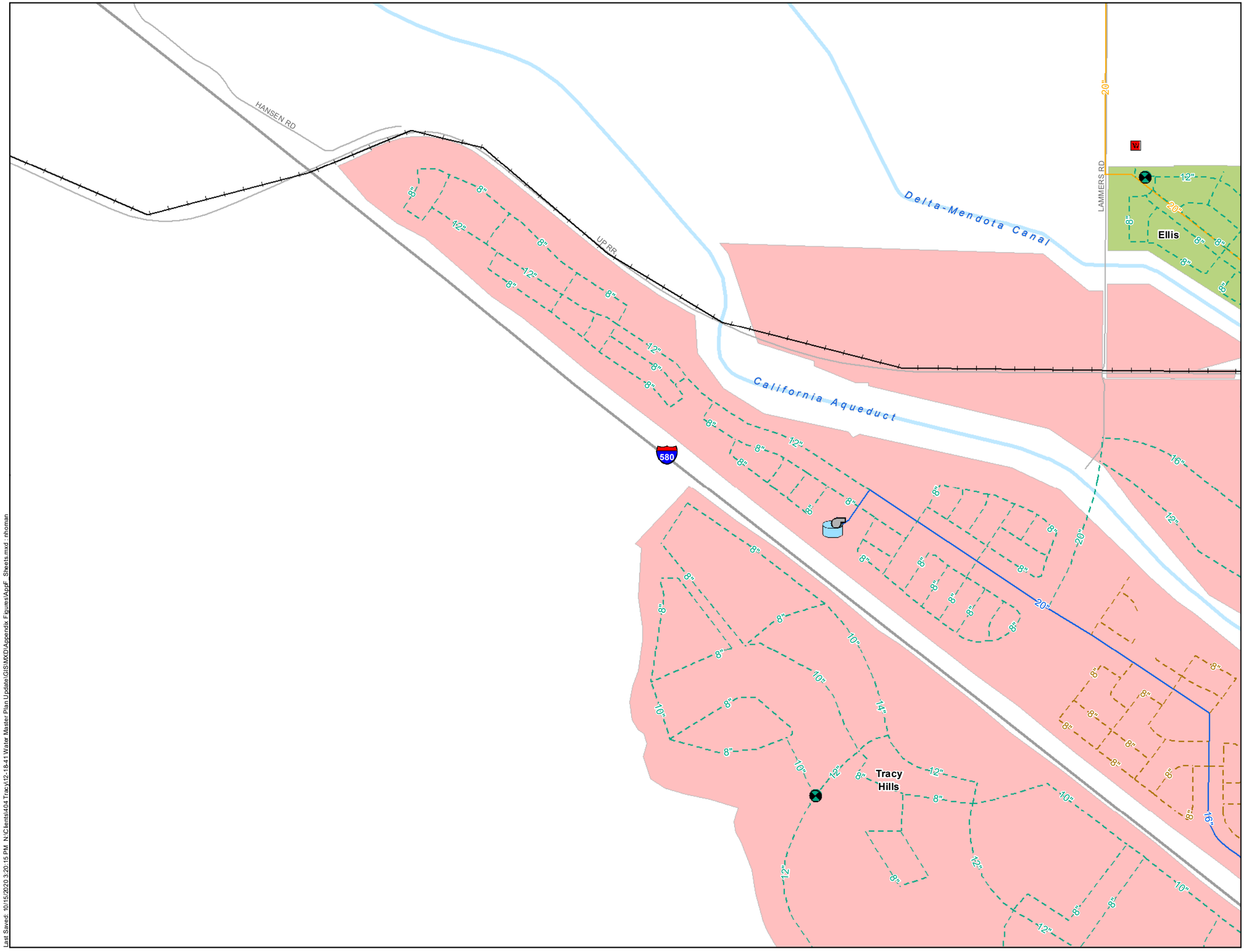
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Figure F-C4

City of Tracy
Water System Master Plan Update

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N

0 500 1,000

Scale in Feet

		A1	A2
580	B1	B2	B3	B4
	C1	C2	C3	C4
			D2	D3
		E1	E2

5

Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

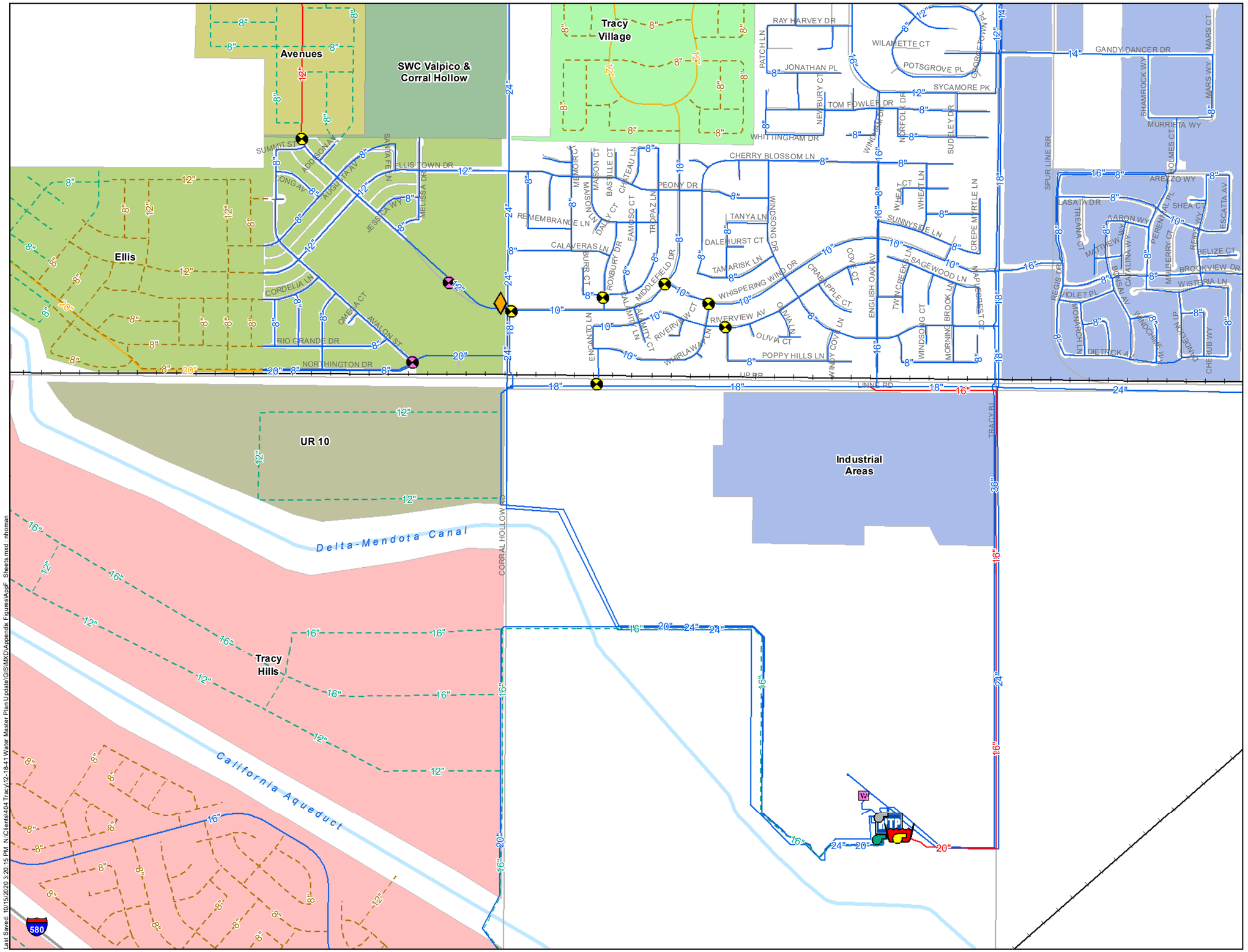
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Figure F-D1

City of Tracy
Water System Master Plan Update

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Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

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Figure F-D2

City of Tracy
Water System Master Plan Update

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Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

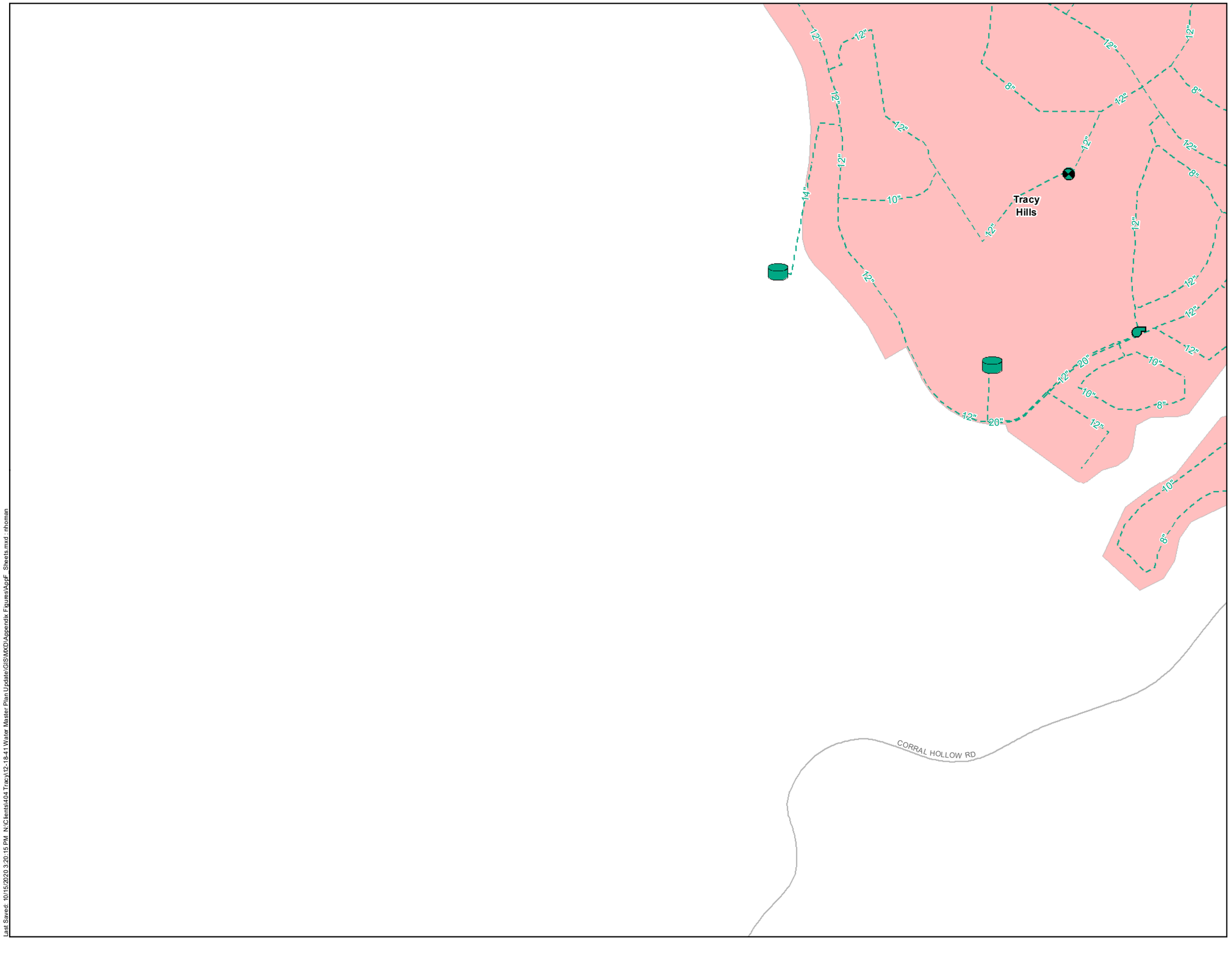
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Figure F-D3

City of Tracy
Water System Master Plan Update

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N

0 500 1,000

Scale in Feet

		A1	A2
B1	B2	B3	B4
C1	C2	C3	C4
	D1	D2	D3
		E2	

580 5

Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

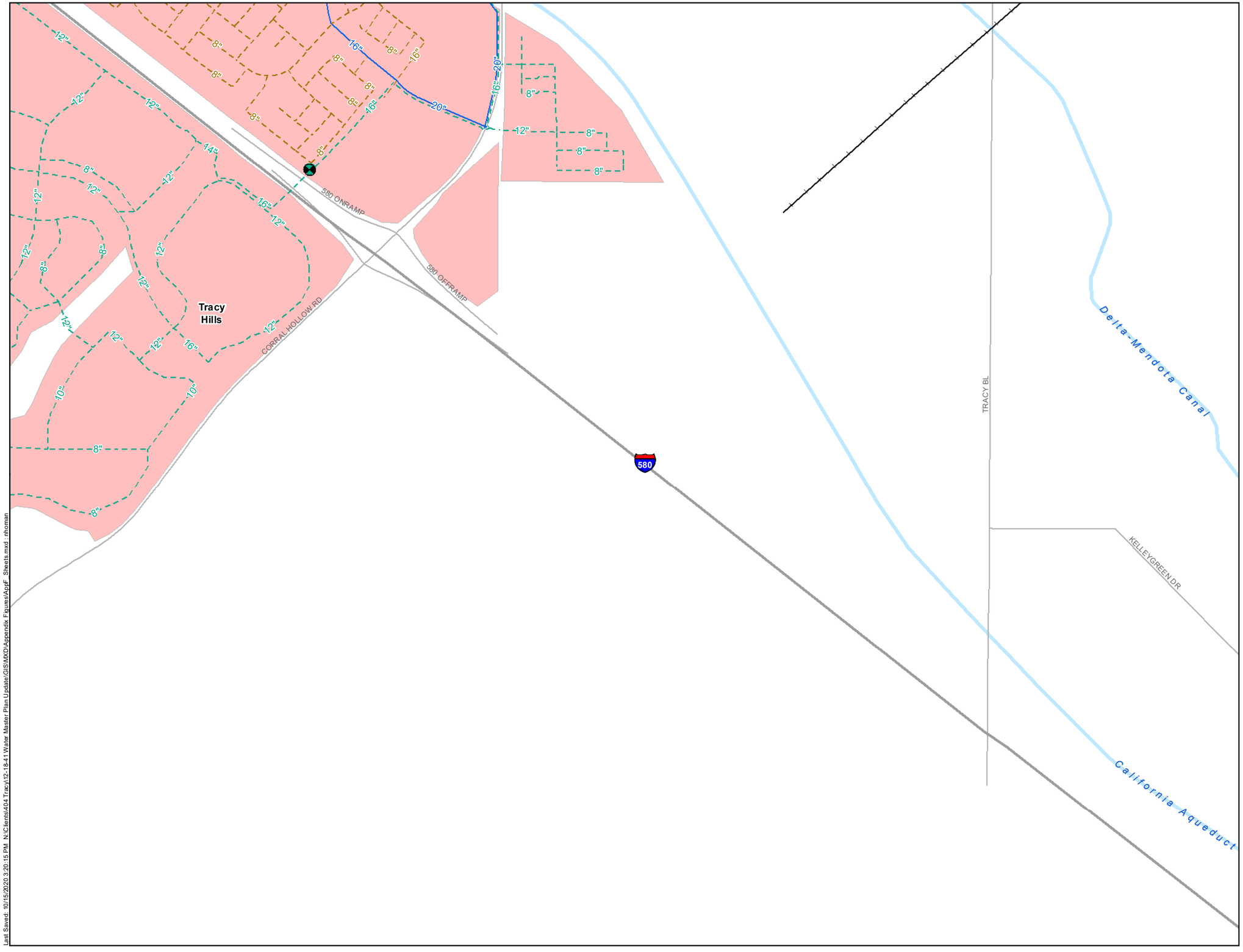
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Figure F-E1

City of Tracy
Water System Master Plan Update

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Proposed Buildout Program Facilities

- Buildout Pressure Regulating Station
- Buildout Pressure Reducing Valve
- Buildout Booster Pump Station
- Buildout Groundwater Well
- Buildout Storage Tank
- Proposed Buildout Clearwell
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Pressure Reducing Valve
- Buildout NP Booster Pump Station
- Buildout NP Storage Tank
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Pressure Reducing Valve
- 2025 System Pipeline
- 2025 Pipeline CIP

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Pressure Regulating Station
- Existing Pressure Reducing Valve
- Existing Booster Pump Station
- Existing Groundwater Well
- Existing Storage Tank
- Existing System Pipeline
- Proposed Existing System Pipeline CIP

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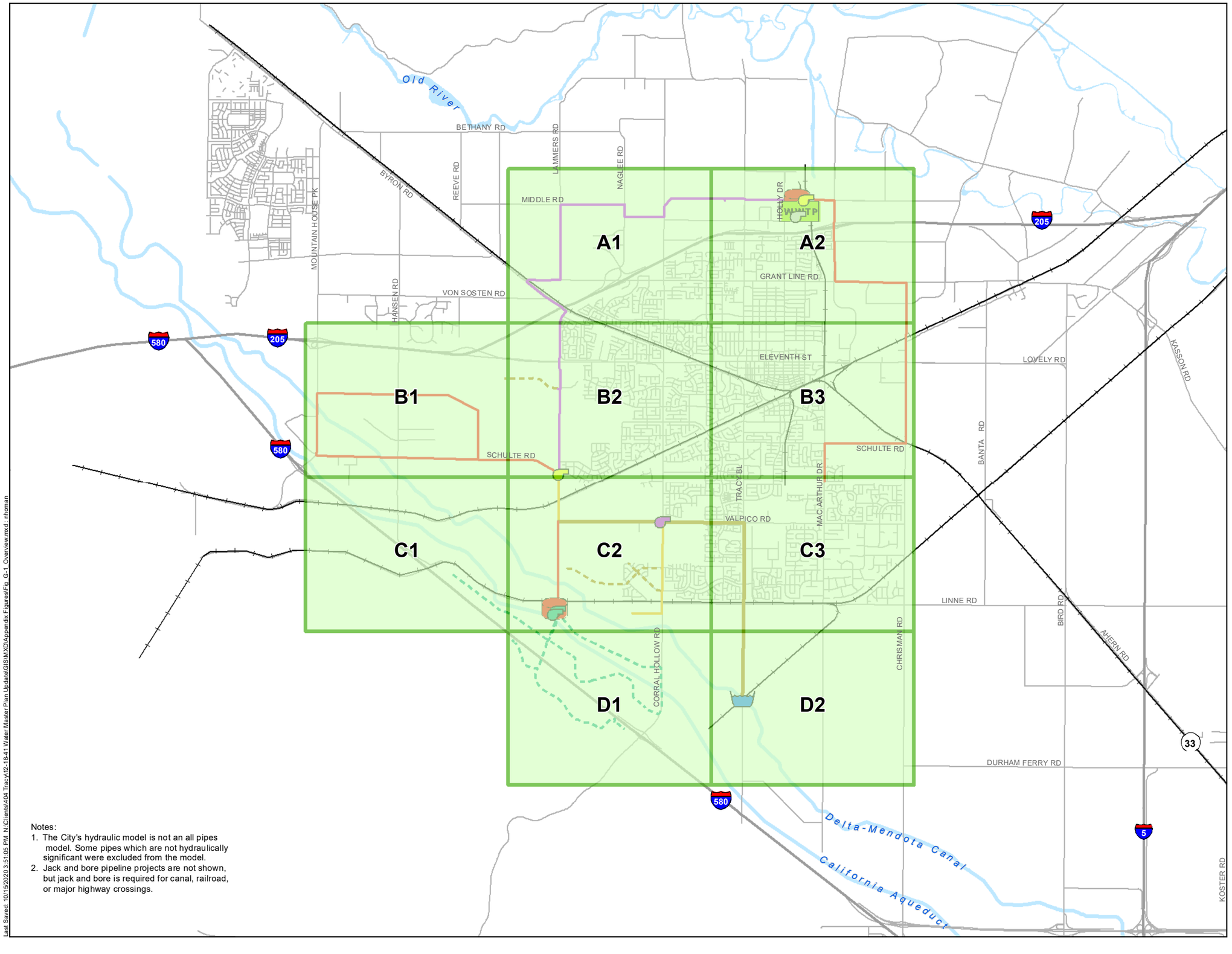
Figure F-E2

City of Tracy
Water System Master Plan Update

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APPENDIX G

Proposed Future Recycled Water System Facility Improvements



Symbology

Proposed Buildout Program Facilities
- Buildout Booster Pump Station
- Buildout Storage Tank
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities
- Buildout NP Booster Pump Station
- Buildout NP Pipeline

Proposed 2025 Program Facilities
- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta-Mendota Canal Pipeline
- Delta-Mendota Canal Discharge Point

Proposed 2025 Non-Program Facilities
- 2025 Non-Program Pipeline

Existing System Facilities
- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing System Pipeline

Notes:
1. The City's hydraulic model is not an all pipes model. Some pipes which are not hydraulically significant were excluded from the model.
2. Jack and bore pipeline projects are not shown, but jack and bore is required for canal, railroad, or major highway crossings.

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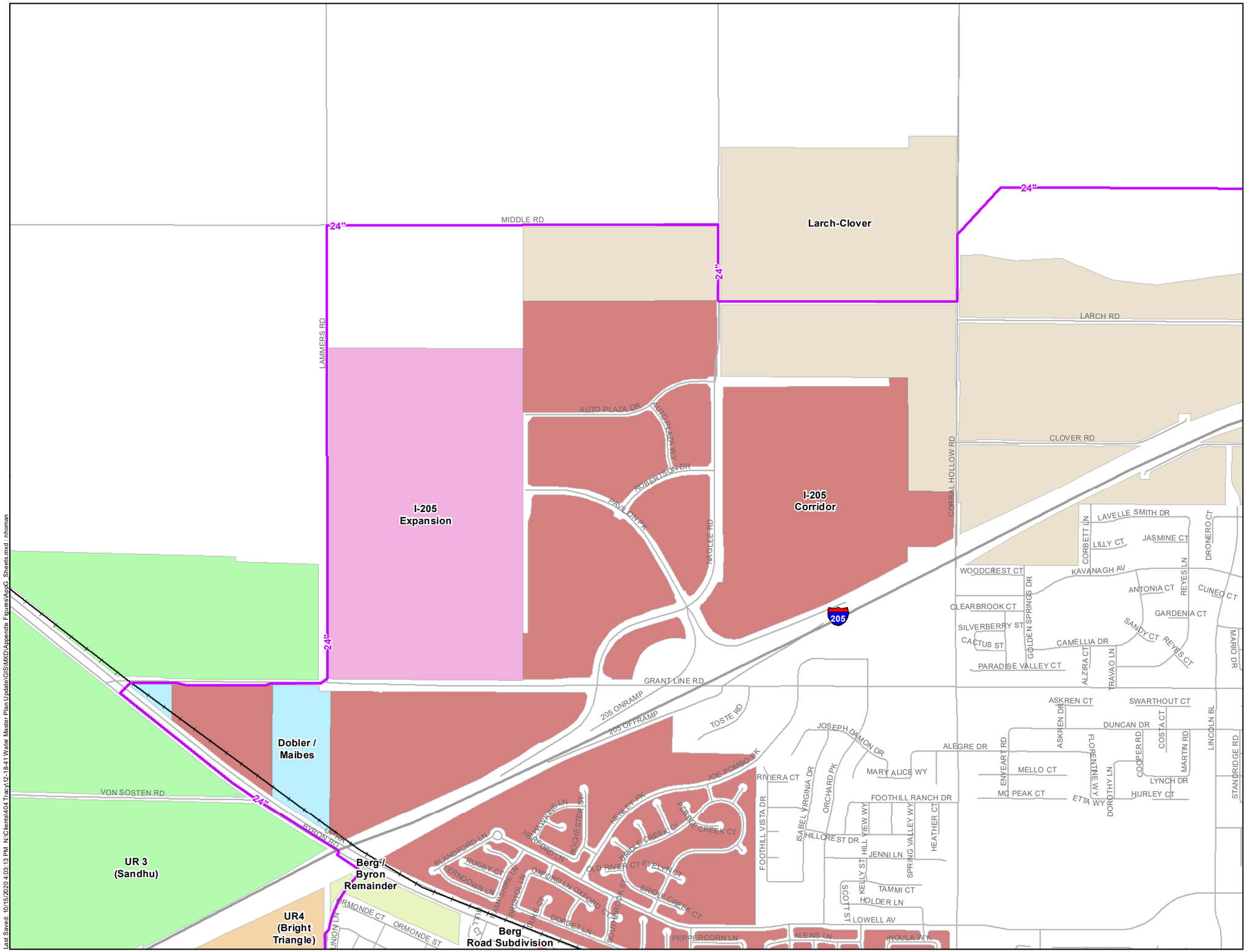
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Figure G-1

Proposed Future Recycled Water System Facility Improvements

City of Tracy
Water System Master Plan Update



Symbology

Proposed Buildout Program Facilities

- Buildout Booster Pump Station
- Buildout Storage Tank
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Booster Pump Station
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta-Mendota Canal Pipeline
- Delta-Mendota Canal Discharge Point

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing System Pipeline

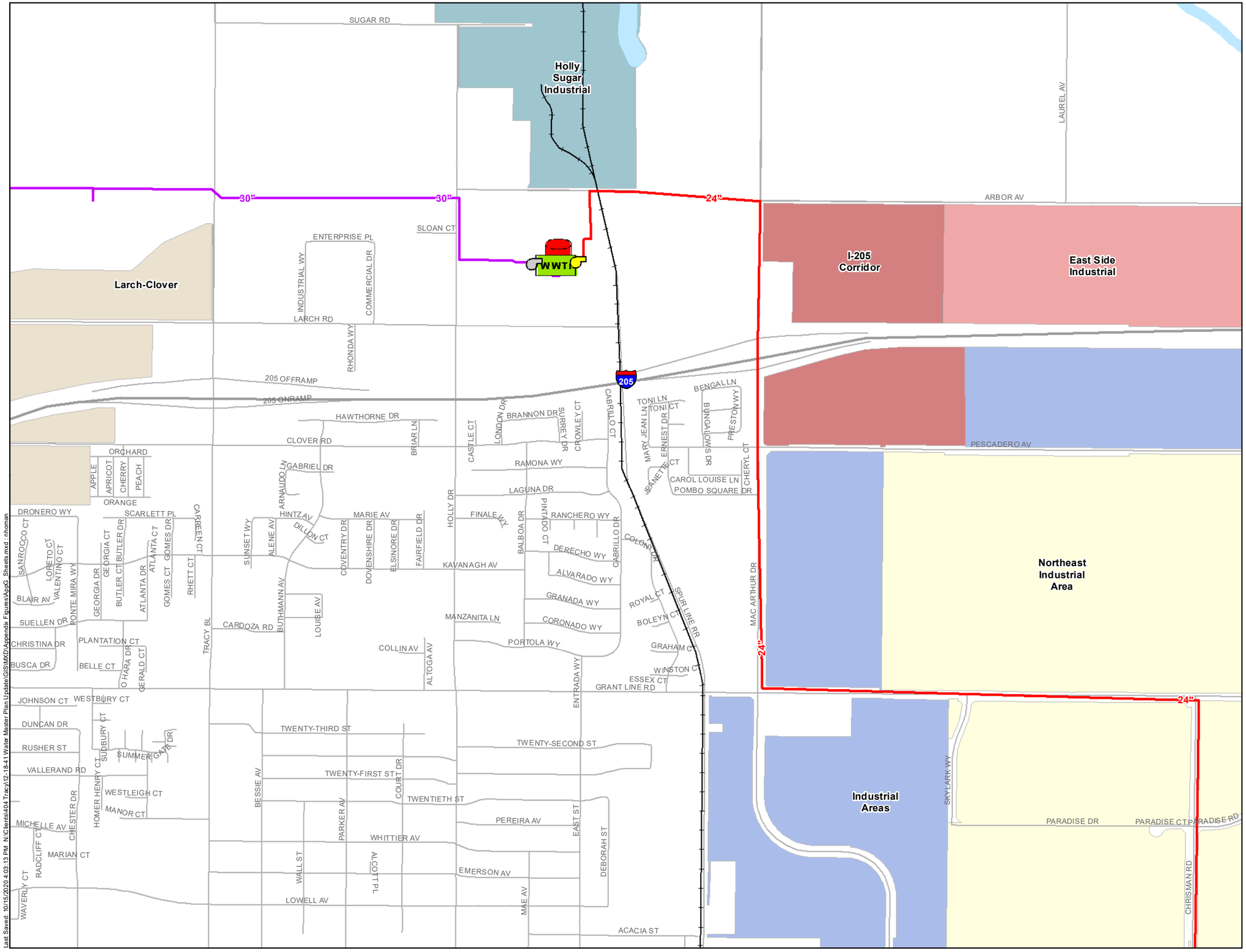
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Figure G-A1

City of Tracy
Water System Master Plan Update

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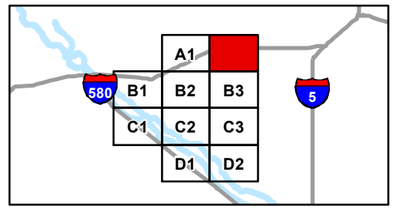


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N

0 500 1,000

Scale in Feet



Symbology

Proposed Buildout Program Facilities

- Buildout Booster Pump Station
- Buildout Storage Tank
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Booster Pump Station
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta-Mendota Canal Pipeline
- Delta-Mendota Canal Discharge Point

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

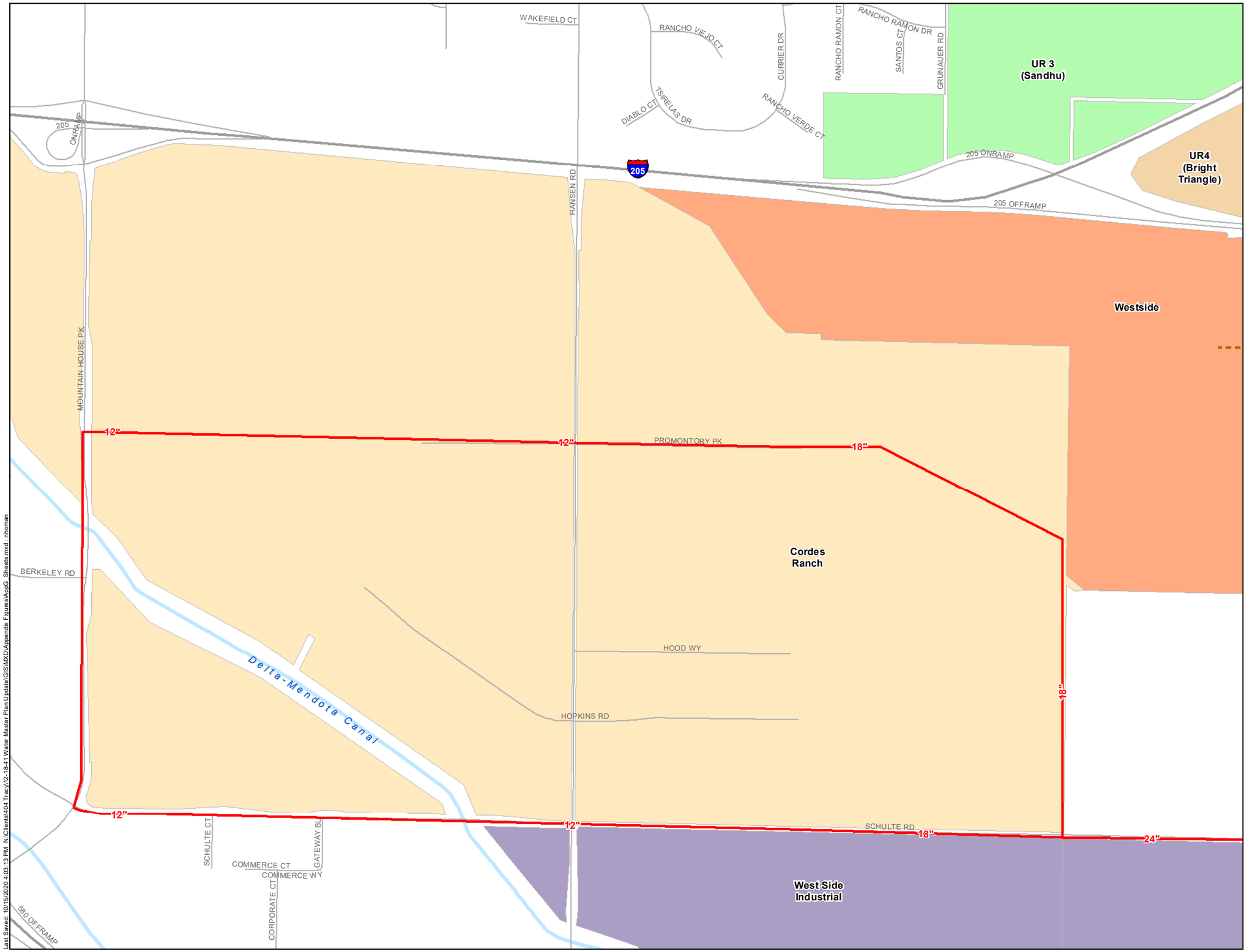
- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing System Pipeline

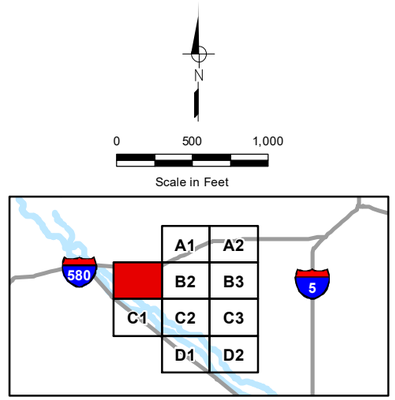
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Figure G-A2

City of Tracy
Water System Master Plan Update





Symbology

Proposed Buildout Program Facilities

- Buildout Booster Pump Station
- Buildout Storage Tank
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Booster Pump Station
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta-Mendota Canal Pipeline
- Delta-Mendota Canal Discharge Point

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

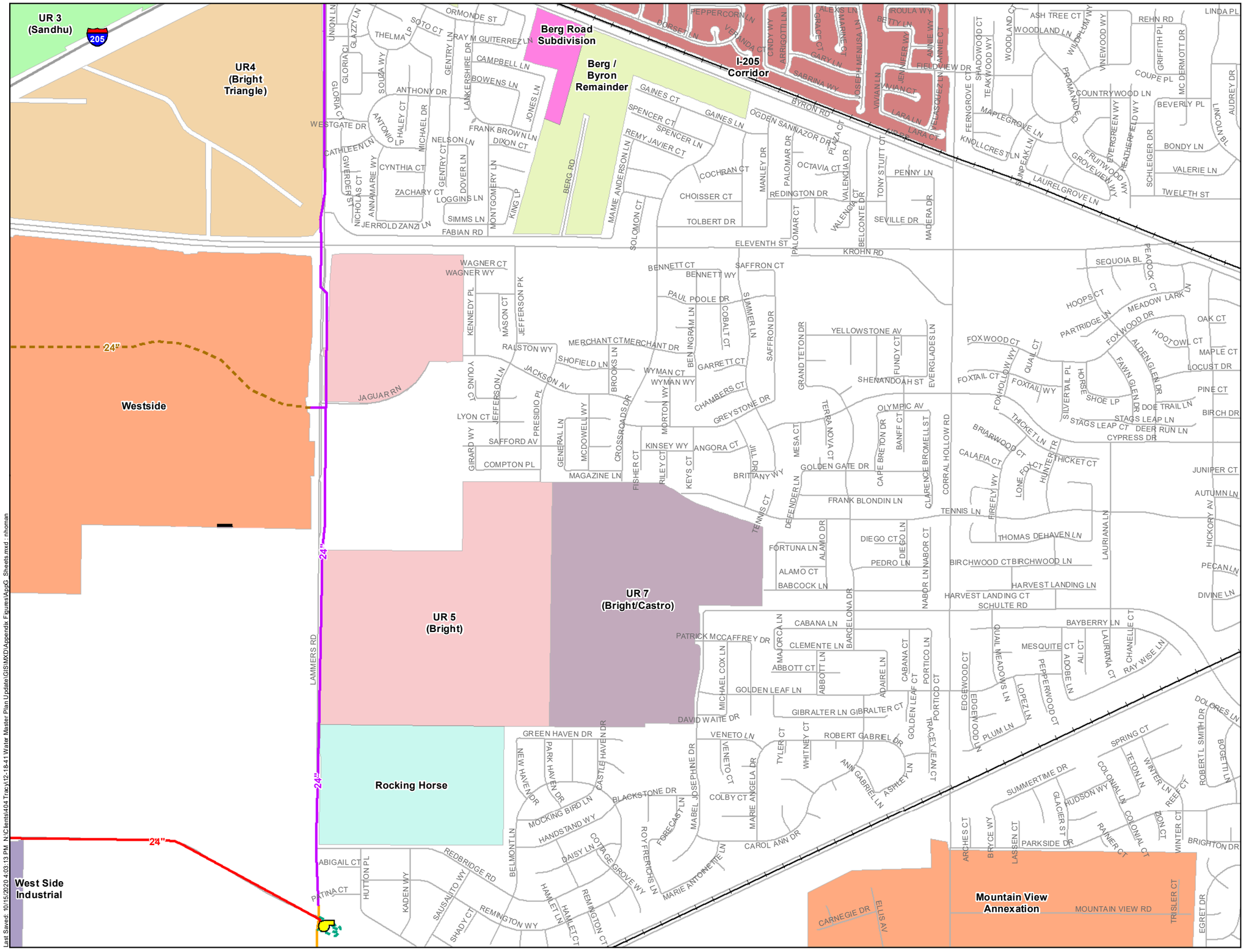
- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing System Pipeline

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Figure G-B1

City of Tracy
Water System Master Plan Update



Symbology

Proposed Buildout Program Facilities

- Buildout Booster Pump Station
- Buildout Storage Tank
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Booster Pump Station
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta-Mendota Canal Pipeline
- Delta-Mendota Canal Discharge Point

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

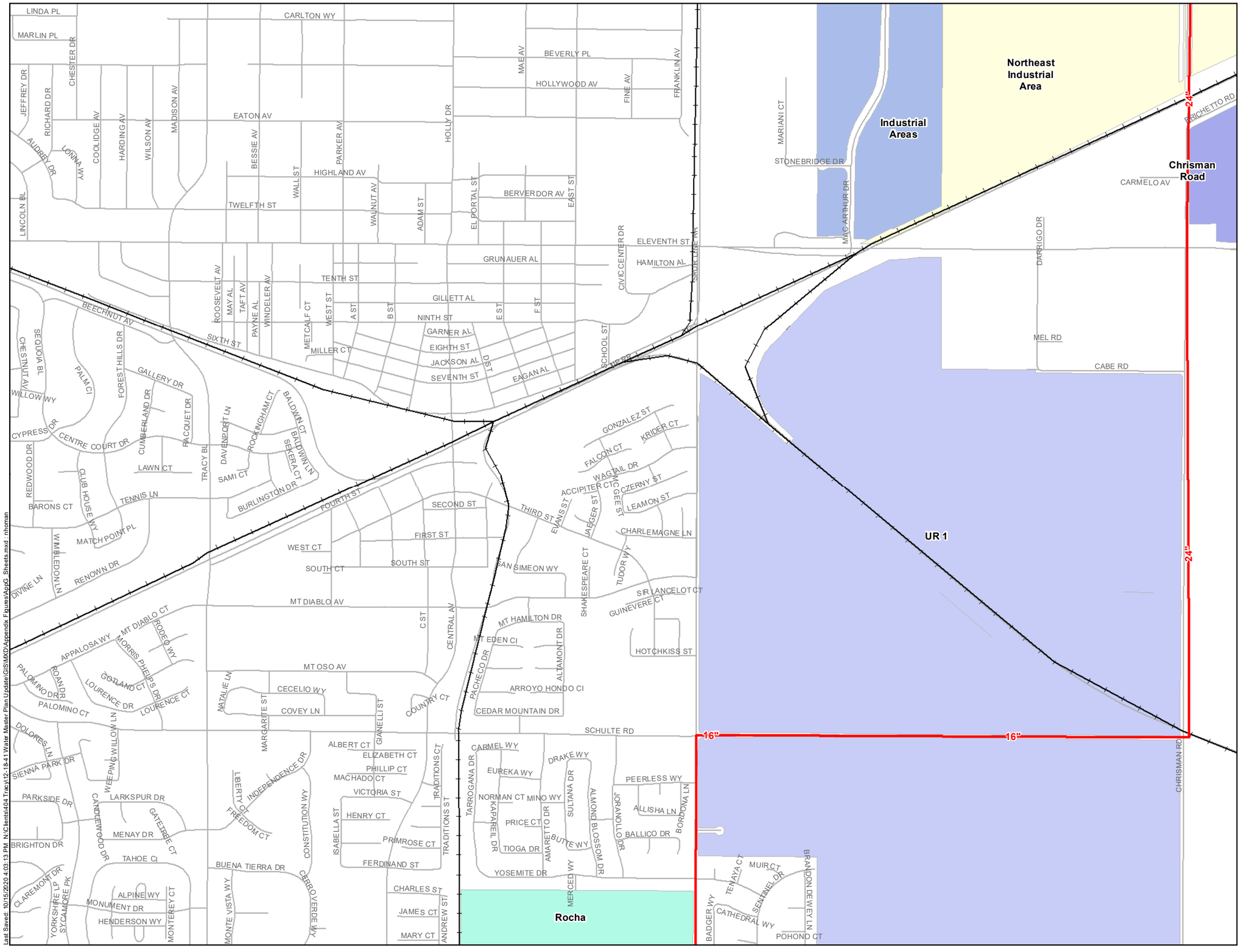
Existing System Facilities

- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing System Pipeline

Figure G-B2

City of Tracy
Water System Master Plan Update

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Symbology

Proposed Buildout Program Facilities

- Buildout Booster Pump Station
- Buildout Storage Tank
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Booster Pump Station
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta-Mendota Canal Pipeline
- Delta-Mendota Canal Discharge Point

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing System Pipeline

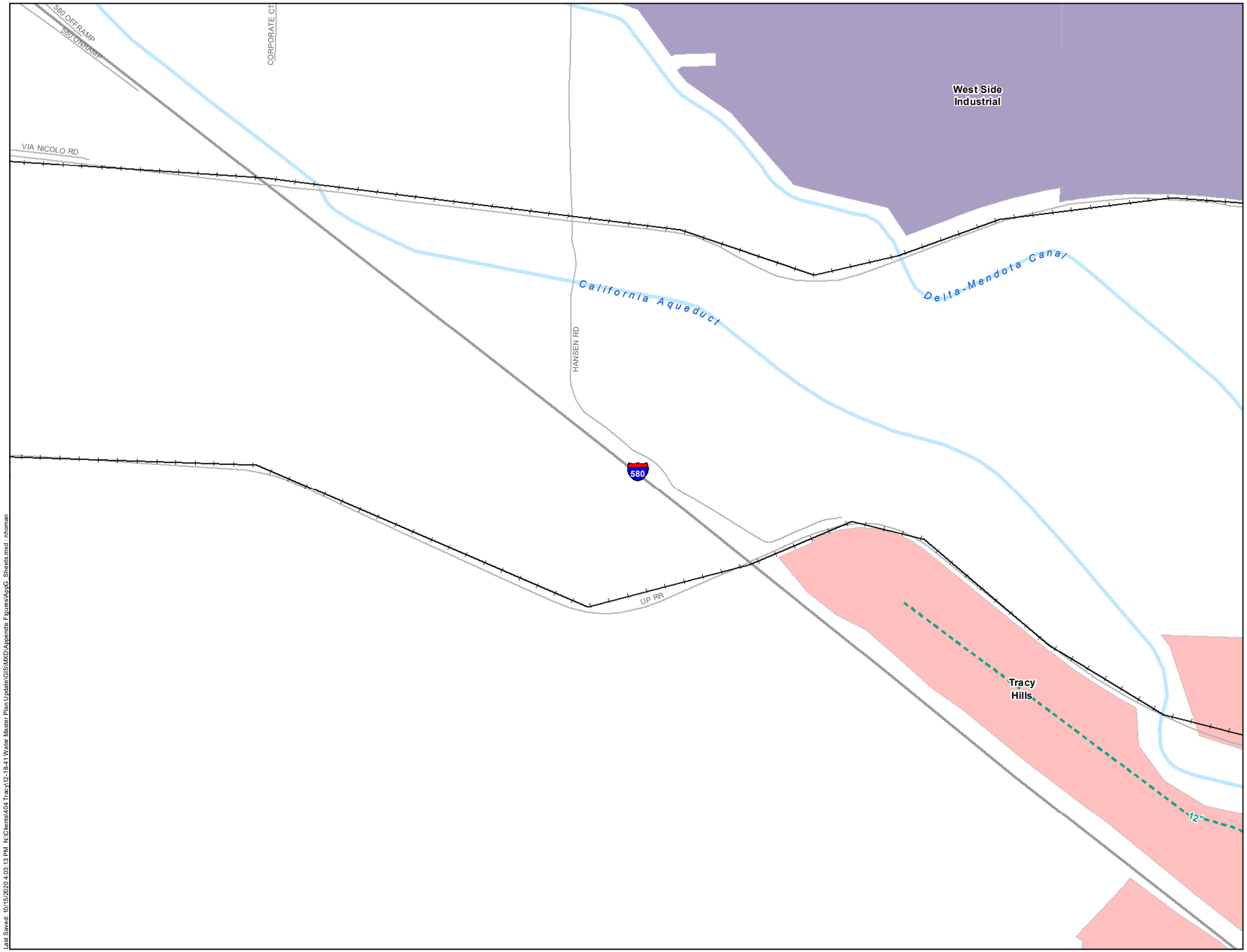
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Figure G-B3

City of Tracy
Water System Master Plan Update



Symbology

Proposed Buildout Program Facilities

- Buildout Booster Pump Station
- Buildout Storage Tank
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Booster Pump Station
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta-Mendota Canal Pipeline
- Delta-Mendota Canal Discharge Point

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing System Pipeline

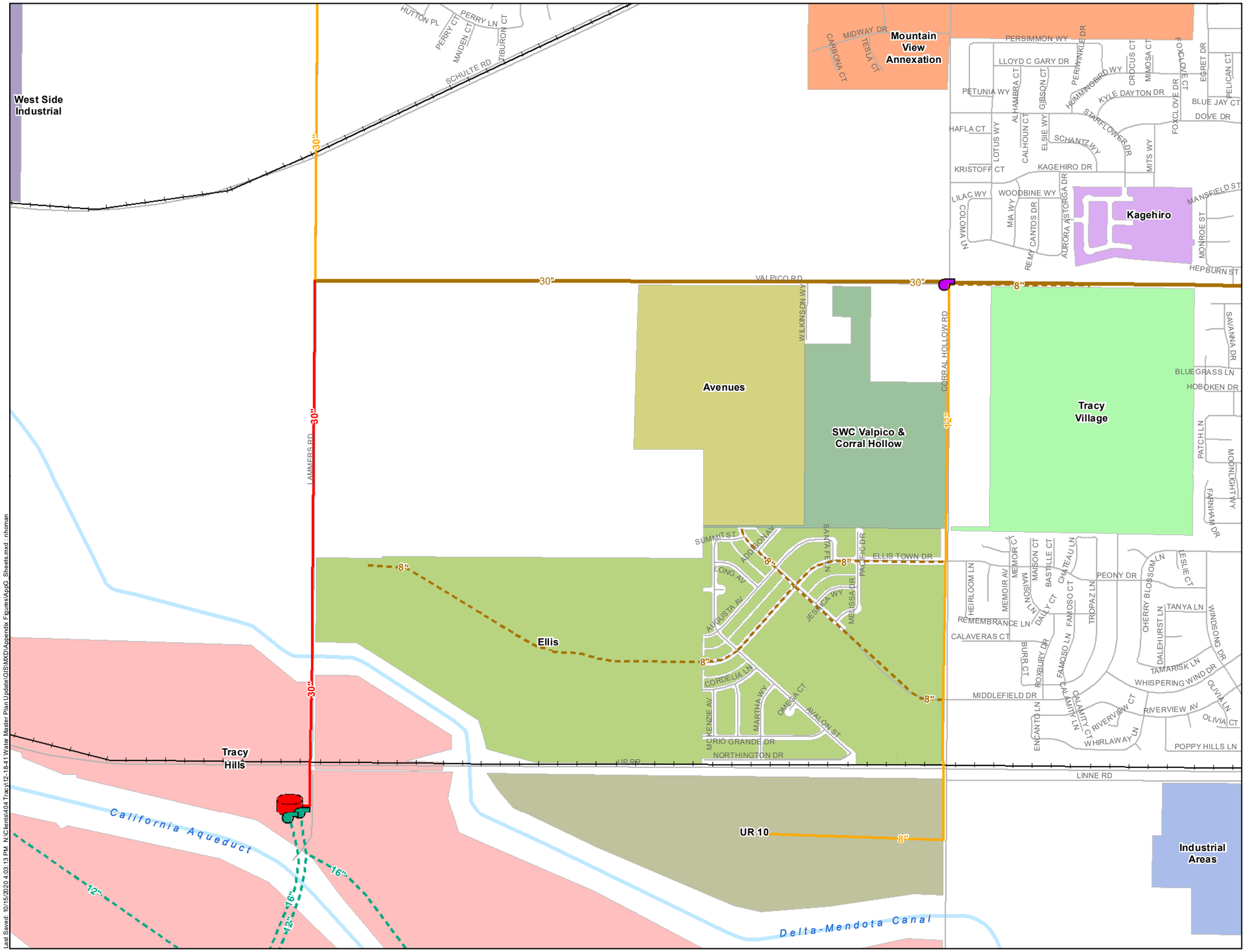
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Figure G-C1

City of Tracy
Water System Master Plan Update

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Symbology

Proposed Buildout Program Facilities

- Buildout Booster Pump Station
- Buildout Storage Tank
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Booster Pump Station
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta-Mendota Canal Pipeline
- Delta-Mendota Canal Discharge Point

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing System Pipeline

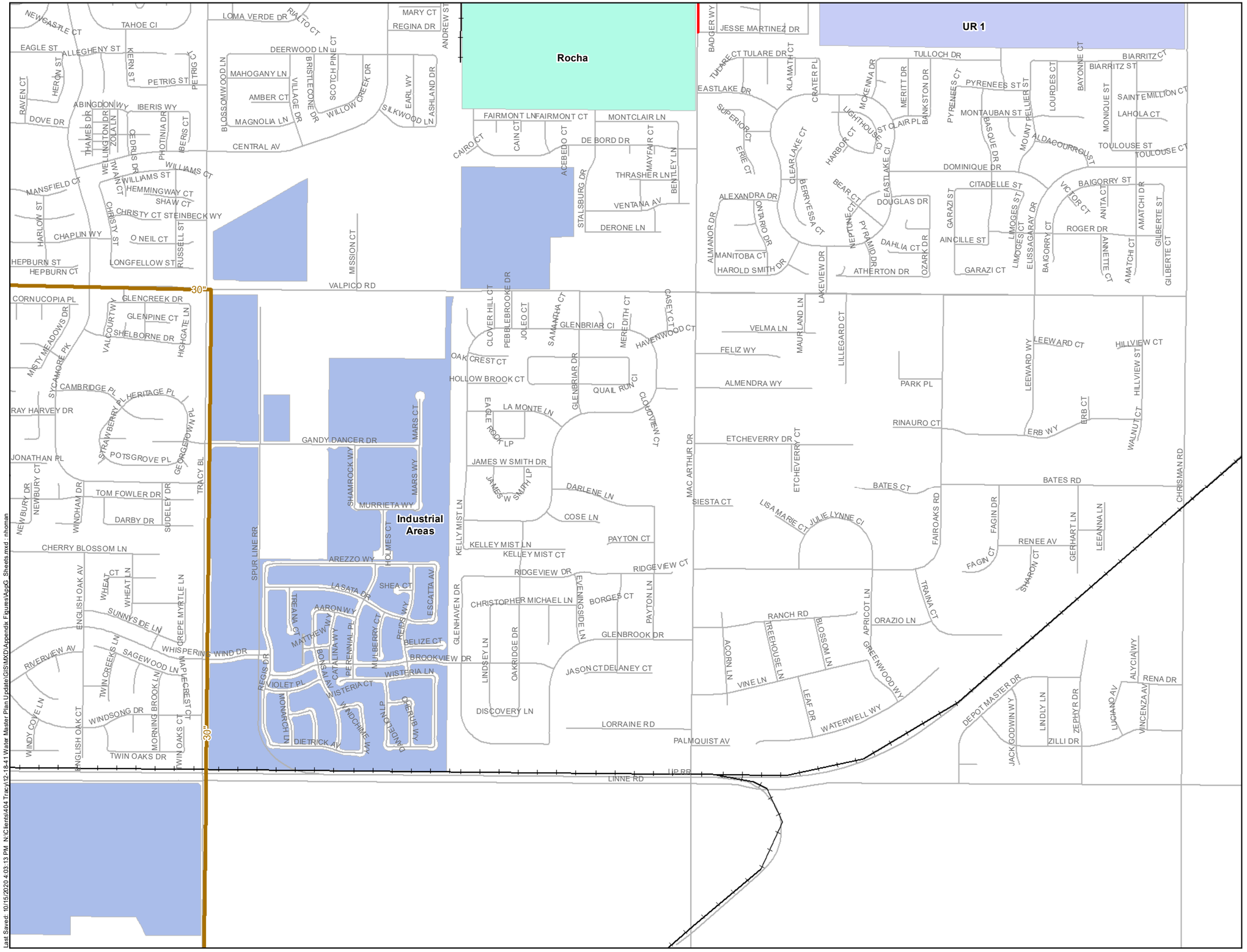
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Figure G-C2

City of Tracy
Water System Master Plan Update

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Symbology

Proposed Buildout Program Facilities

- Buildout Booster Pump Station
- Buildout Storage Tank
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Booster Pump Station
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta-Mendota Canal Pipeline
- Delta-Mendota Canal Discharge Point

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing System Pipeline

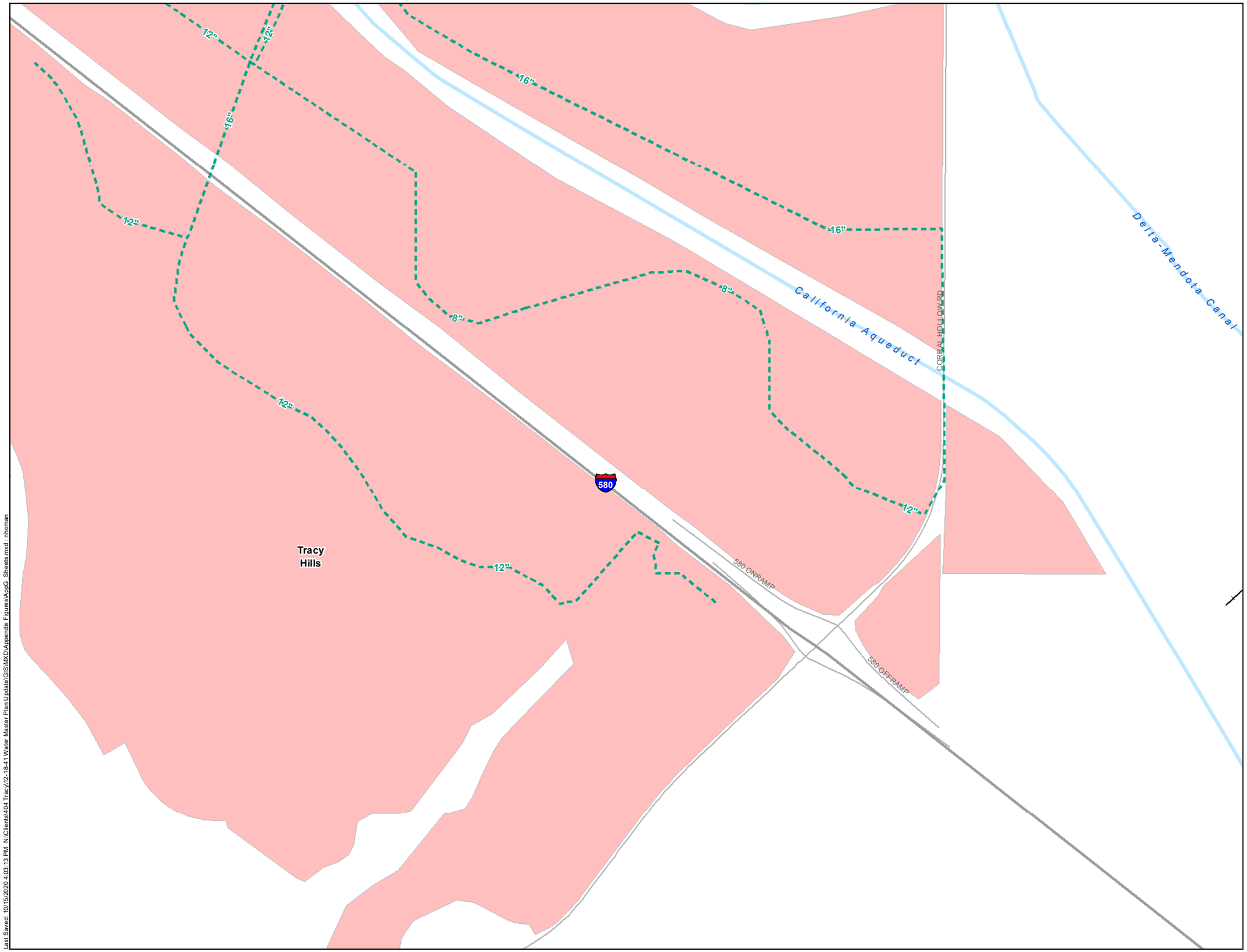
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Figure G-C3

City of Tracy
Water System Master Plan Update

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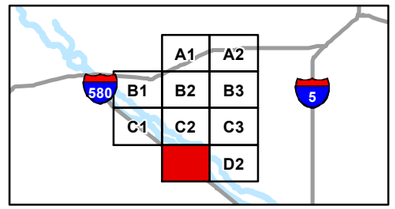


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0 500 1,000

Scale in Feet



Symbology

Proposed Buildout Program Facilities

- Buildout Booster Pump Station
- Buildout Storage Tank
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Booster Pump Station
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta-Mendota Canal Pipeline
- Delta-Mendota Canal Discharge Point

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

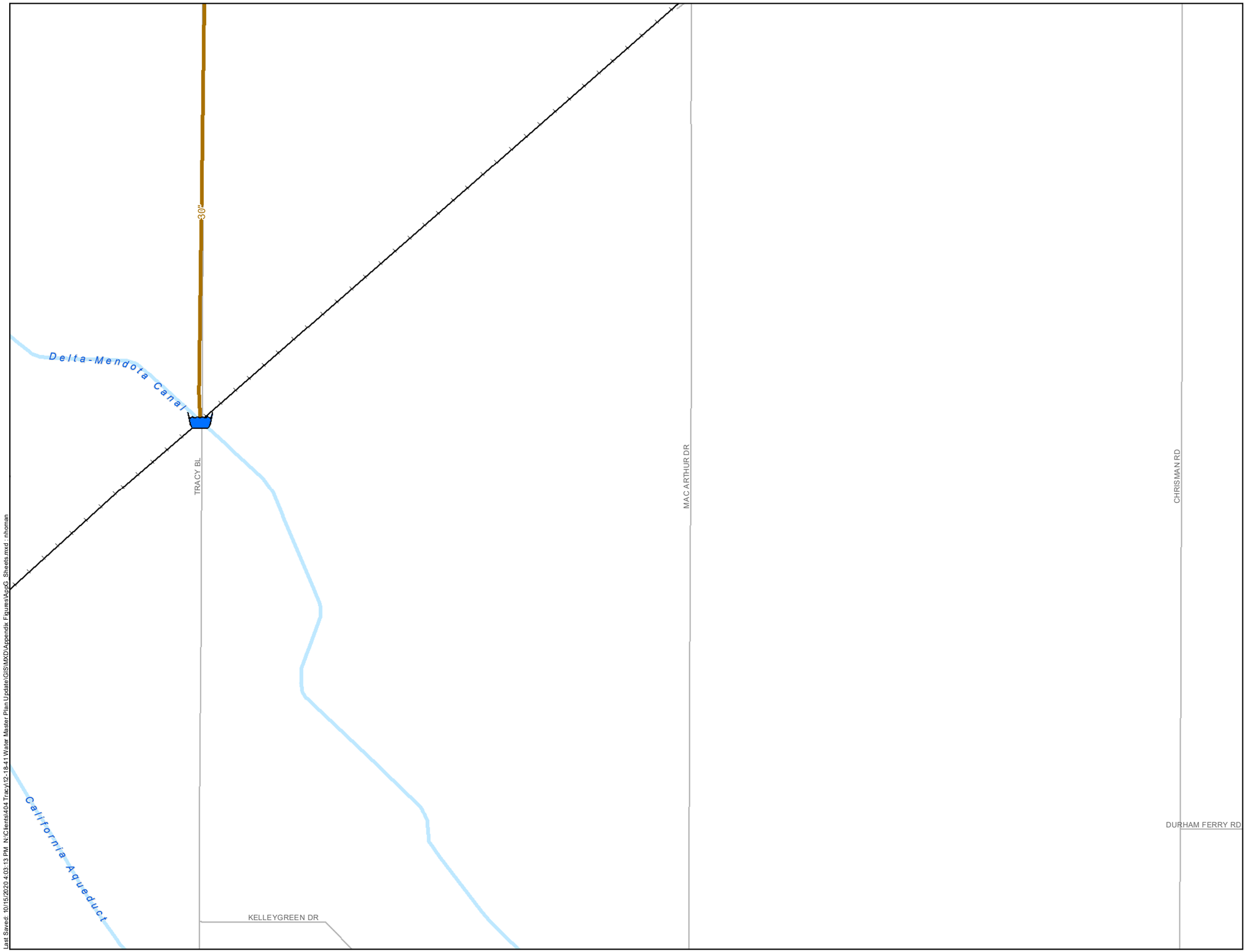
- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing System Pipeline

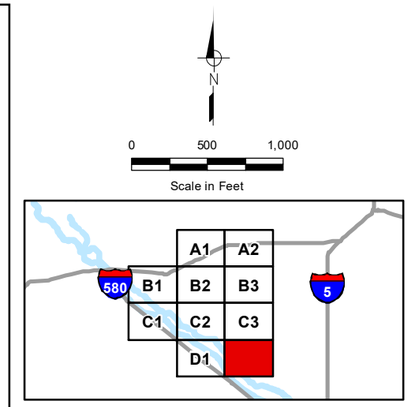
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Figure G-D1

City of Tracy
Water System Master Plan Update





Symbology

Proposed Buildout Program Facilities

- Buildout Booster Pump Station
- Buildout Storage Tank
- Buildout System Pipeline

Proposed Buildout Non-Program (NP) Facilities

- Buildout NP Booster Pump Station
- Buildout NP Pipeline

Proposed 2025 Program Facilities

- 2025 Booster Pump Station
- 2025 System Pipeline
- Delta-Mendota Canal Pipeline
- Delta-Mendota Canal Discharge Point

Proposed 2025 Non-Program Facilities

- 2025 Non-Program Pipeline

Existing System Facilities

- Existing Booster Pump Station
- WWTP Wastewater Treatment Plant
- Existing System Pipeline

TRACY

WEST YOST ASSOCIATES

Figure G-D2

City of Tracy
Water System Master Plan Update



WEST YOST ASSOCIATES

ATTACHMENT B

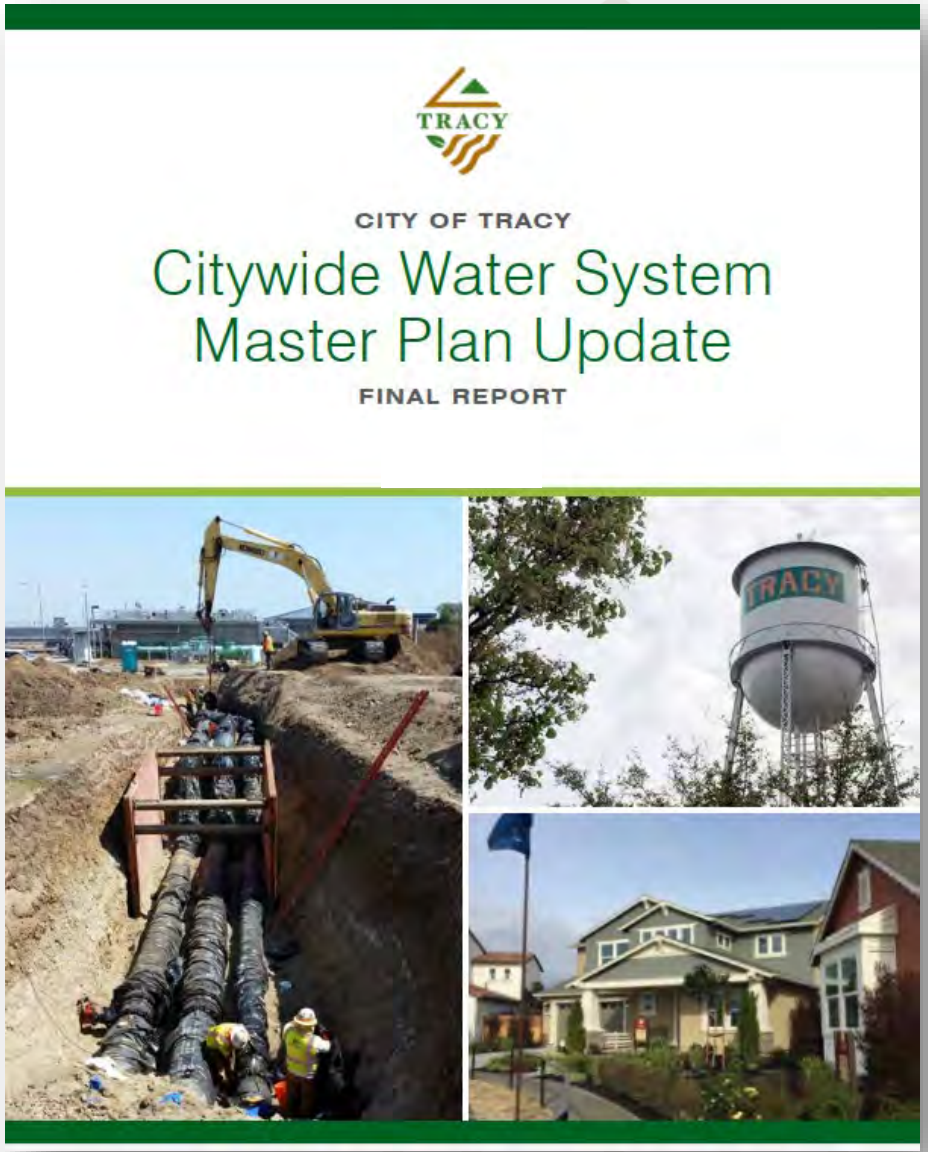
Citywide Water System Master Plan Update

City Council Meeting

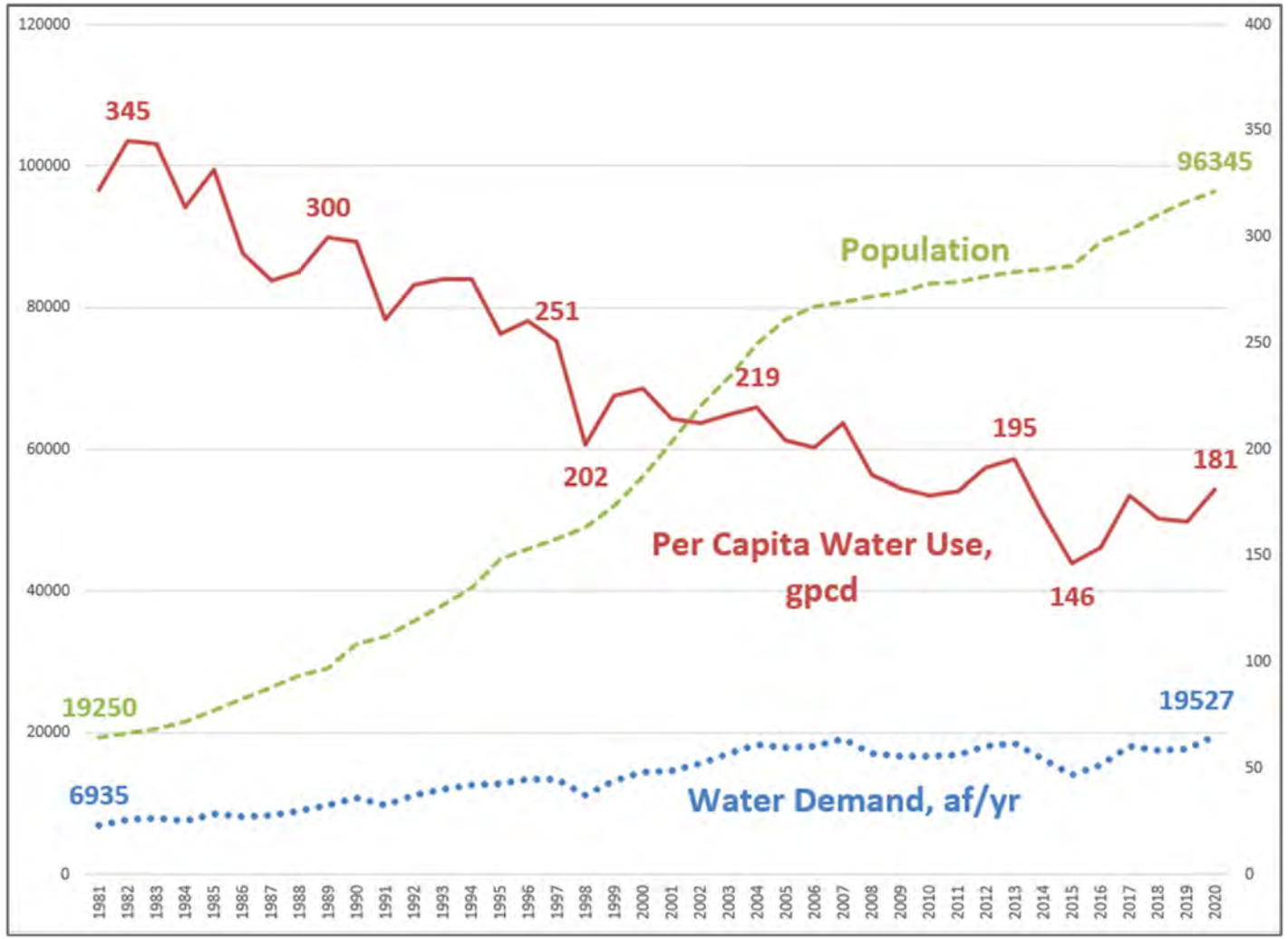
July 5, 2023

Water Master Plan Update Purpose

- Previous Water Master Plan was completed in 2012
- Since then
  - The City has incorporated several General Plan amendments that identify existing and new areas of development within and around the existing City limits
  - The City has experienced significant residential and commercial development (Tracy Hills, Ellis, International Park of Commerce/Cordes)



Historical Water Use Trends



- Since 1981…
  - Population +500%
  - Water Demand +282%
  - Per Capita Use -44%
- Since 2012…
  - Population +14%
  - Water Demand +8%
  - Per Capita Use -5%
- 2020
  - Population = 96,345
  - Water Demand = 19,527 af/yr
  - Per Capita Use = 181 gpcd

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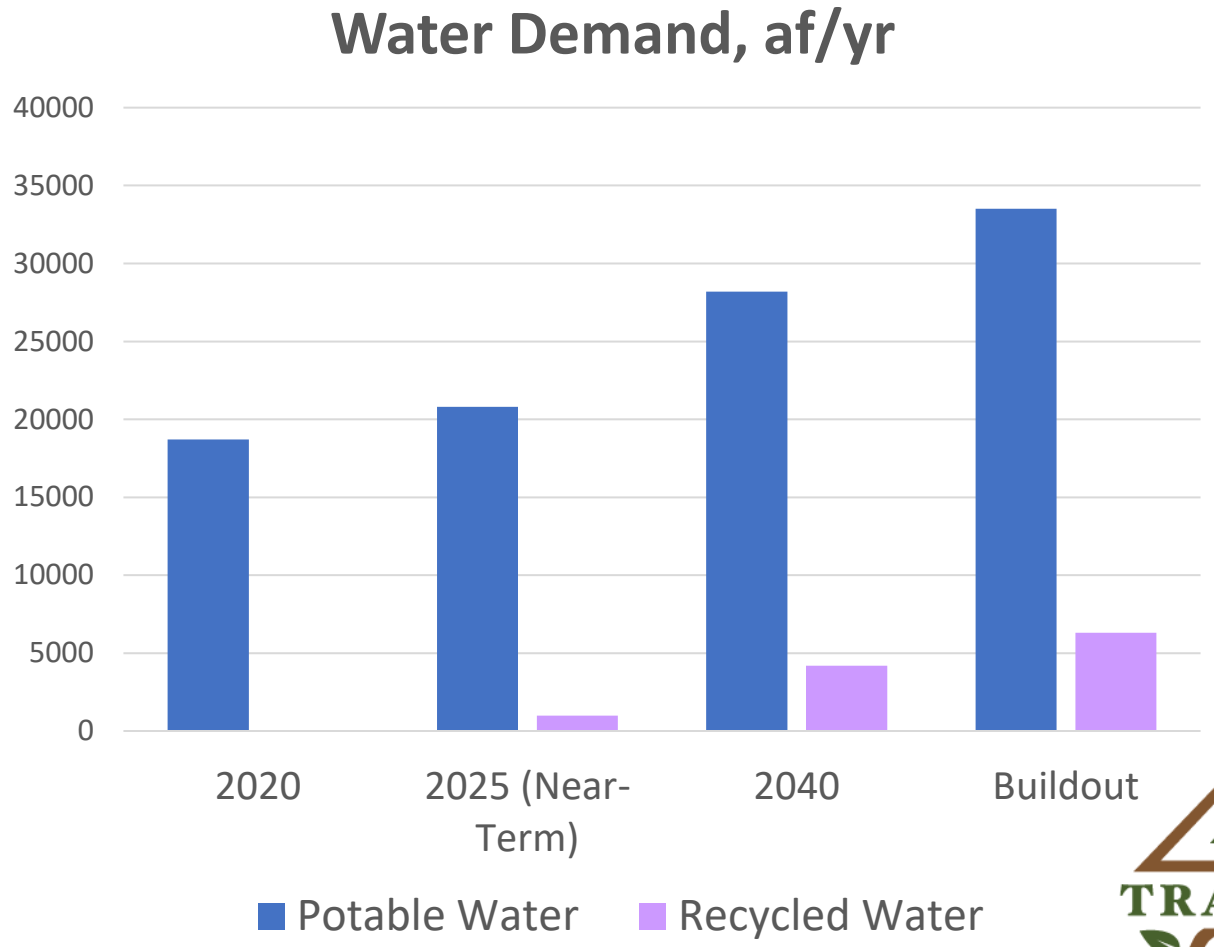
Changes since the 2012 Water Master Plan: **Supply & Demand**

- Reduction in Per Capita Water Use since the 2012-2016 drought which has continued due to more efficient water use by the City's water customers
- Reduction in Maximum Day and Peak Hour water demands from improved water use efficiency
- Reduction in water supply reliability (Central Valley Project and SSJID supplies), particularly in dry years

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Projected Water Demands

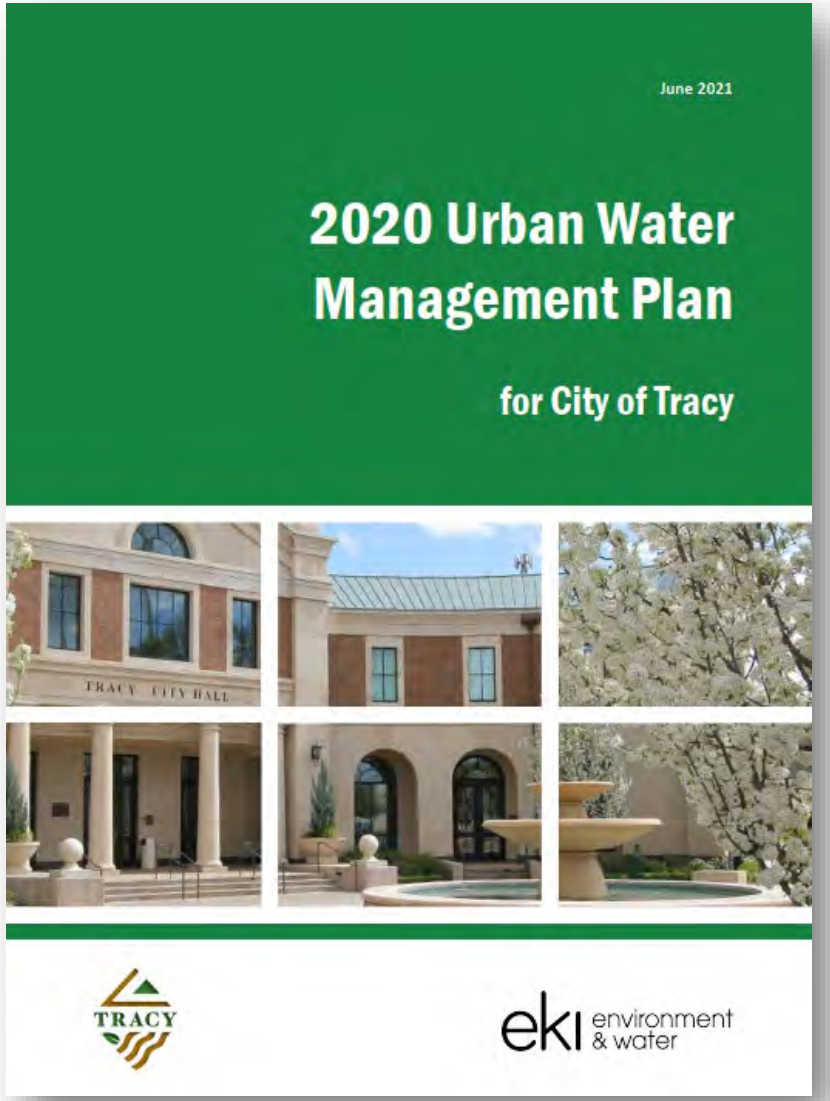
- 2012 Water Master Plan
  - Buildout Demand
    - Potable: 36,200 af/yr
    - Recycled: 7,500 af/yr
- 2023 Water Master Plan Update
  - Buildout Demand
    - Potable: 33,500 af/yr
    - Recycled: 6,300 af/yr



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Water Supply Reliability

- Water supply assumptions consistent with the City's 2020 Urban Water Management Plan adopted in June 2021
- 2020 UWMP indicates potential surface water supply curtailments (CVP and SSJID) in dry years, resulting in potential supply shortages
- Continuing changes in water supply conditions may result in additional curtailments in dry years



Strategies and Actions to Address Potential Water Supply Shortages

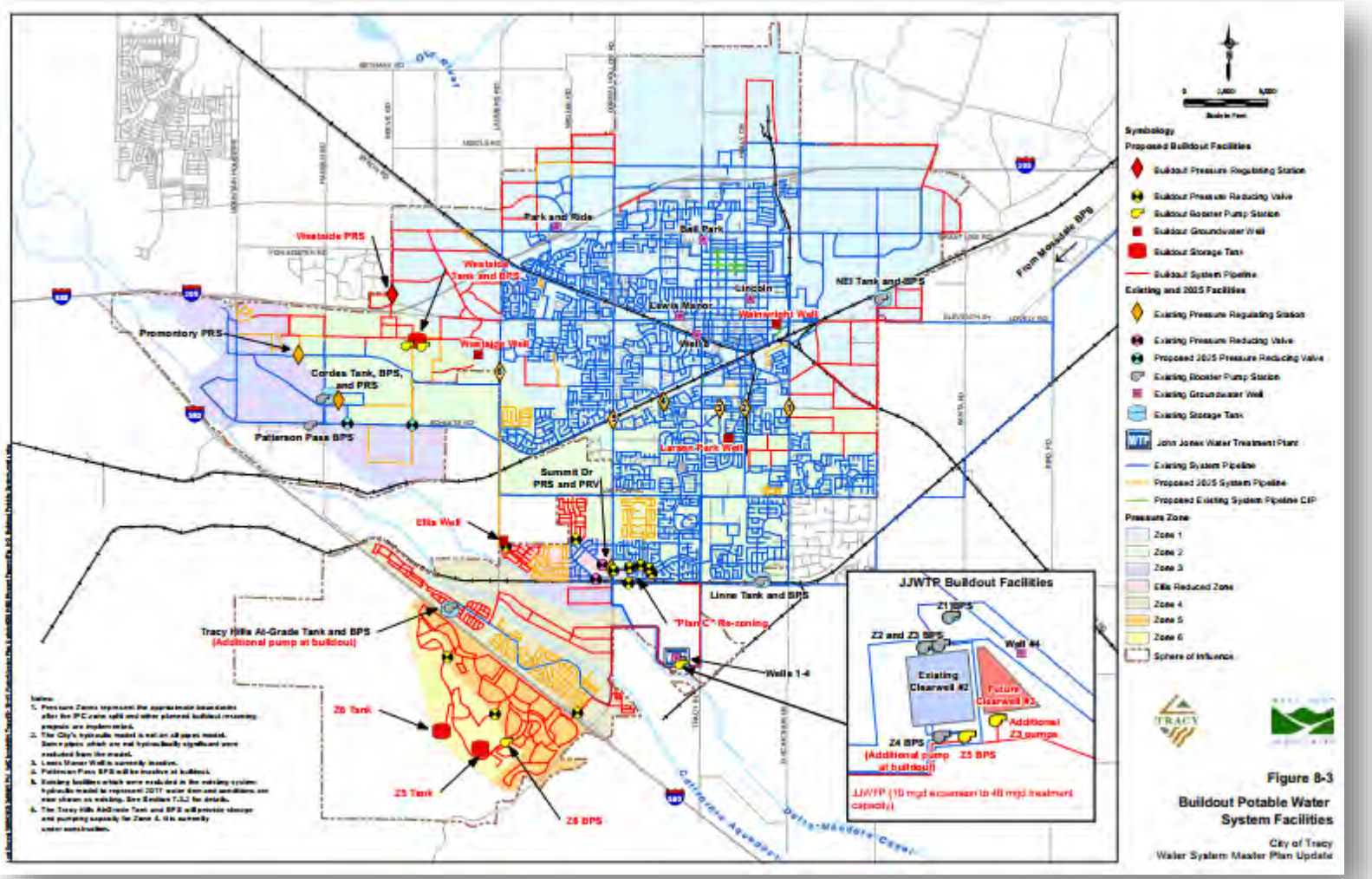
- Recycled Water for non-potable use (primarily landscape irrigation)
- Recycled Water Exchange Program
- Aquifer Storage and Recovery (ASR) Program Expansion
- John Jones Water Treatment Plant Expansion, including a new admin/maintenance building to accommodate future staffing needs
- Participation in Los Vaqueros Reservoir Expansion Project and B.F. Sisk Dam Raise & Reservoir Expansion Project
- Implementation of Water Shortage Contingency Plan as needed to reduce water demands in dry years

Changes since the 2012 Water Master Plan: **New Water System Facilities**

- Cordes Water Storage Tank and Pump Station
- Tracy Hills Zone 4 Pump Station at the City's JJWTP
- Tracy Hills On-site Zone 4 Water Storage Tank and Pump Station
- Recycled Water Pump Station at the City's WWTP and Recycled Water Pipeline on the west side of the City
- Potable Water and Recycled Water distribution pipelines

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Recommended Potable Water System Improvements



- New Storage Tanks
- New ASR Wells
- New Transmission and Distribution Pipelines
- Expansion of John Jones Water Treatment Plant

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Changes since the 2012 Water Master Plan: **Recycled Water**

- Expansion of recycled water system to focus on new development areas in the City's west, east and southern areas
- Proposed Recycled Water Exchange Agreement
  - Indirect use of recycled water through an exchange agreement with the USBR
  - One-to-one exchange of tertiary-treated wastewater from the City's WWTP discharged to the Delta Mendota Canal (DMC) for a like amount of water to be diverted from the DMC for treatment at the City's JJWTP for potable use

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Recommended Recycled Water System Improvements

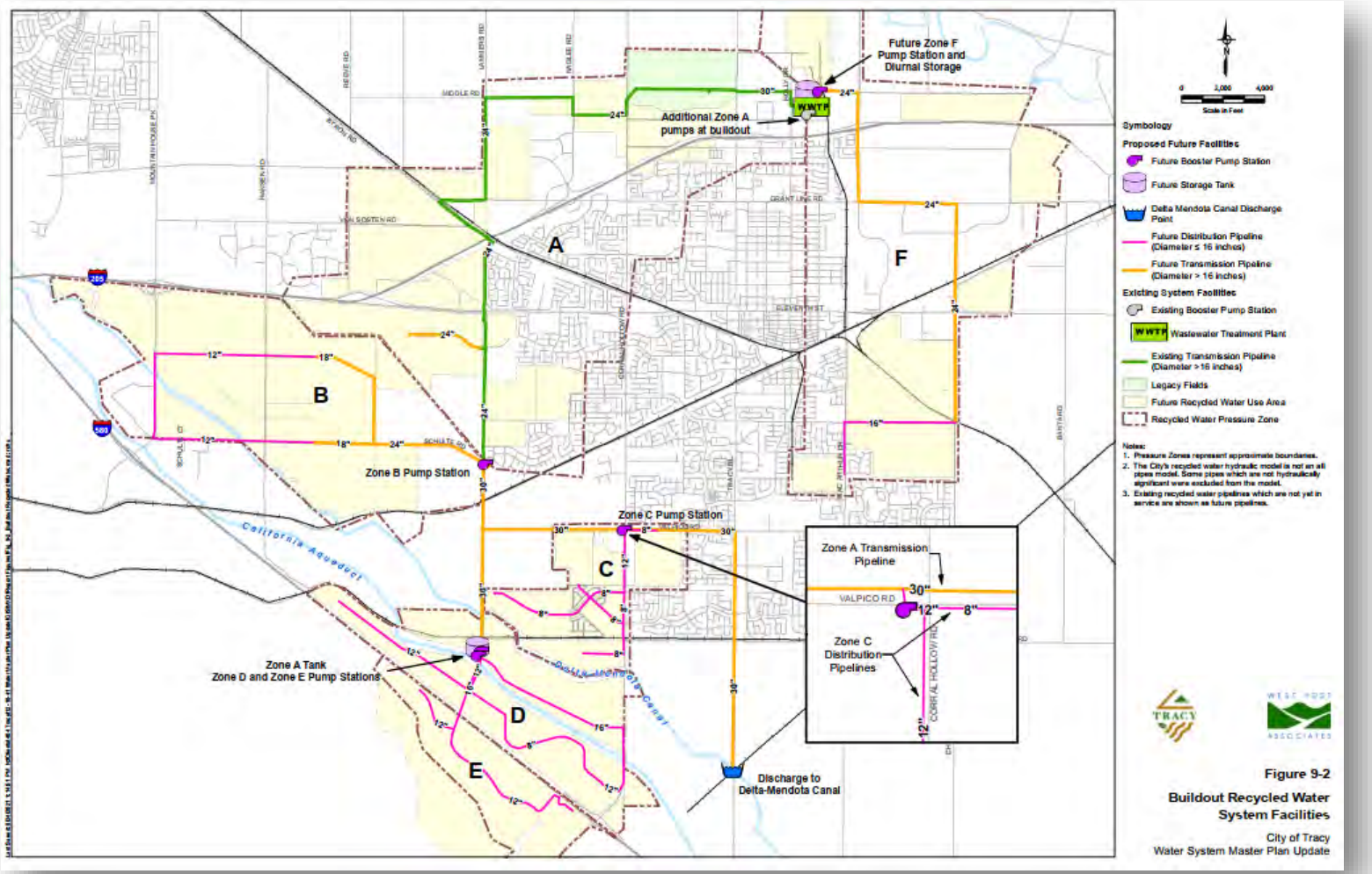


Figure 9-2
Buildout Recycled Water System Facilities
City of Tracy
Water System Master Plan Update

- Additional Pump Stations and Storage Tank
- Additional Transmission and Distribution Pipelines
- Discharge Pipeline to DMC for Exchange Program

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Summary of Water System Recommendations

- Potable Water System
  - Improvements to existing facilities to address existing deficiencies
  - New infrastructure to serve projected new development areas
- Recycled Water System
  - Focus on new infrastructure to serve projected new development areas
  - New infrastructure for recycled water exchange program

Summary of Water System Recommendations

- Water Supply
  - Participation in Los Vaqueros Reservoir Expansion Project and B.F. Sisk Dam Raise & Reservoir Expansion Project for additional water storage
  - Expansion of John Jones Water Treatment Plant for additional water supply reliability and flexibility and future staffing needs
  - New ASR wells for storage of water in wet years for use in dry years
  - Update Water Master Plan as needed if water supply conditions change

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July 5, 2023

Agenda Item 3.C

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommends that the City Council 1) adopt a Resolution approving, pursuant to Tracy Municipal Code Section 2.20.180(B)(1), contracts for goods and general services agreements executed by the City Manager to implement Emergency Interim Housing solutions for the unsheltered with Link Equipment, LLC., and 2) adopt a Resolution approving a Purchase Agreement for Goods with Linked Equipment, LLC., for the purchase of eight pre-manufactured custom container structures in an amount not to exceed $682,440 to be installed as part of Phase 4 of the interim improvements at the Temporary Emergency Housing Facility Project at 370 W. Arbor Avenue.

EXECUTIVE SUMMARY

On June 15, 2023, the Tracy Homelessness Advisory Committee (THAC) heard a discussion item regarding options to implement additional interim shelter solutions regarding Phase 4 – Custom Containers. THAC indicated willingness to take action on one of the options: purchasing new containers with manufacturer, Linked Equipment, LLC. of Phoenix, Arizona (Vendor). As the item was a discussion item, THAC members agreed to make a motion, during Council Items at the next City Council meeting, that the City Council hear the item directly on July 5, 2023.

Based on the above, staff recommends that the City Council adopt a Resolution approving a Purchase Agreement for Goods for the direct purchase of eight (8) pre-manufactured custom containers in a not to exceed amount of $682,440 from the manufacturer, Linked Equipment, LLC., of Phoenix, Arizona, to expediate the fabrication, delivery, and installation of housing for the Phase 4 interim improvements at the Temporary Emergency Housing Facility Project.

BACKGROUND AND LEGISLATIVE HISTORY

Given the complexity and magnitude of the homelessness crisis, further exacerbated by the COVID-19 pandemic, supply chain constraints, and the limited supply of affordable permanent housing options not only in the City, but throughout San Joaquin County, there is a significant and immediate need for interim housing solutions in the City, including interim emergency housing. Concerns about the public health, safety, and welfare of unsheltered individuals grows as the months progress without options to shelter the unhoused.

On March 10, 2020, the City Council declared a shelter crisis through the adoption of Resolution No. 2020-052. On September 1, 2020, Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Facility Project on Arbor Avenue, CIP 71112 (Facility), to create a safe and dignified facility for residents experiencing homelessness. Phase 1 of the project, which included demolition of an existing structure, installation of underground utilities and grading, began earlier this year and has been completed. Phase 2, which is to include the construction of above ground structures, fencing, and sidewalks was to begin this summer. Only one bid was received, and the bid was deemed non-responsive because the required federal compliance forms were not included in the bid packet. The bid also significantly exceeded the engineers' estimate.

On August 16, 2022, staff recommended that City Council reject the single bid received for the Temporary Emergency Housing Facility Project on Arbor Avenue, Site Improvements Construction Package 2, CIP 71112, and authorize staff to re-advertise the project and rebid of the project. As this created a delay, on August 16, 2022, the City Council adopted Resolution No. 2022-121, which reaffirmed an emergency shelter crisis as the City of Tracy continues to experience an increasing number of unsheltered individuals. Due to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions. The Resolution also dispensed the procurement requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6).

On May 18, 2023, staff presented to the Tracy Homelessness Advisory Committee an alternative to CC915, Inc. dba Custom Containers 915 (CC915) with a proposal to use Linked Equipment, LLC., to purchase replacement containers. The THAC rejected the proposal and directed staff to conduct research on additional options including, tiny homes, modulars, containers, safe parking, and safe camping. The THAC also requested some historical accounts of the vendor selection process for CC915 and various attempts to reconcile with CC915 before the May 18, 2023, recommendation to abandon the CC915 custom containers and select a new vendor and product to provide the 38 housing units.

On December 21, 2021, the City Council approved the direct purchase of ten pre-manufactured building structures from Linked Equipment, LLC. The direct purchase was authorized because Linked Equipment, LLC., was the only manufacturer identified during the project 2021 design phase that would provide custom designed units to the City's required specifications and would utilize the review and approval process through the California Department of Housing and Community Development (HCD) to certify them with HCD tags to ensure the units are manufactured in accordance with all applicable California specifications.

The City has been successful with Linked Equipment, LLC., not only with the final product, but with the final product meeting California Building Code Standards and certifications required by the State of California Department of Community Development.

On June 15, 2023, the THAC was presented the requested additional housing options to discuss and provide direction to staff regarding the Phase 4 – Custom Containers. The THAC preferred the option to replace the Custom Container units with the purchase of eight pre-manufactured custom containers through Linked Equipment, LLC.

ANALYSIS

Since August 2022, staff has presented to City Council various staff reports to ratify expenses related to the interim emergency solution, also known as Phase 3 (Modulars) and Phase 4 (Custom Containers), purchased under Resolution No. 2022-121 from CC915. As of December 29, 2022, eight (8) custom containers were delivered to the Arbor Avenue site. During this period, extreme unforeseen weather conditions were experienced in northern California with massive and extensive rain over several weeks. A completed punch list detailing various deficiencies were identified by staff and provided to CC915 on January 4, 2023. As a result of the severity of the noted deficiencies with the CC915's custom containers (Phase 4), staff has been unable to accept and issue certificates of occupancy of Phase 4.

Staff has spent several months working with CC915 on the outstanding punch list to complete the repairs. The City has been unable to complete connection to power, utilities, and fire protection until the punch list items are completed by CC915. While the vendor has stated both

verbally and through emails that they intend to make the City “whole” and provide adequate shelter facilities with their product, staff has increased concern about meeting the deadlines for the grant funding for this project. For example, staff has noted during the weekly memos to the City Council that CC915 has failed to be on site for several weeks. On May 1, 2023, the City proceeded with protecting the unsecured custom containers from further rain damage after CC915 removed all doors and door frames on the containers and failed to come back and secure them even after being notified of the weather.

The City was awarded a $1.2 million grant from Health Plan of San Joaquin (HPSJ) to fund the purchase and installation of custom containers. The City received one final extension from Health Plan of San Joaquin to have the additional 38 beds in-service by October 31, 2023. In conversation with HPSJ, “in service” refers to the date that the units/custom containers are available to receive and be occupied by an individual for shelter. Based on CC915’s inability to complete repairs on-time, the inadequacy of repairs to date, their continued lack of presence at the Arbor Avenue site, unresponsiveness to an emergency and missing their own set deadlines, staff has no confidence in CC915 completing the punch list.

During the last month, CC915 resumed discussions with City staff on outstanding concerns related to the corrections requested in the punch list previously provided. CC915 contractor met City staff on site on June 6, 2023, and CC915 agreed verbally to the required approach to cure the deficiencies identified and to properly secure the containers from further water intrusion. On June 12, 2023, CC915 contractor returned to the Shelter site to walk through with trades needed to address the punch list. City staff attended the on-site walk-thru. On June 13, 2023, CC915 verbally notified staff that CC915 would not cure the deficiencies for the custom containers.

To meet the grant funding requirements and to continue moving forward with providing interim housing solutions to the unsheltered, staff is recommending that the City procure new containers from a different vendor to replace the existing custom containers. Staff has engaged Linked Equipment, LLC., for similar units meeting California building code specifications. The City has utilized Linked Equipment for custom container unit types for the procurement of bathrooms and laundry facilities for the Tracy Shelter site.

To meet the HPSJ grant funding milestones, it is to the City’s advantage to procure these custom containers from Linked Equipment, LLC., based on their responsiveness and ability to meet California Building Code requirements. Based on past experience with Linked Equipment, LLC., and their area of expertise with building custom containers, the City will be positioned to provide habitable living quarters for the additional 38 beds required to be in-service by October 31, 2023. It is anticipated that the purchase agreement will be authorized under Resolution No. 2022-121, which reaffirmed an emergency shelter crisis as the City of Tracy continues to experience an increasing number of unsheltered individuals. Due to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions. The Resolution also dispensed the procurement requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6).

The estimate provided by Linked Equipment, LLC., for the eight custom containers (38 beds) is approximately $596,400. The City will be responsible for shipping and delivery to the Arbor Avenue site. As a result, the City anticipates an approximate total purchase cost of $682,440, which includes shipping and ten percent (10%) contingency.

Additional costs related to the installation of infrastructure for the eight (8) units is being

considered for approval under separate agenda items, which include: fire alarms and sprinkler system installations, fire water supply installation, electrical connections and rental of temporary restrooms and showers.

FISCAL IMPACT

The City secured a grant of $1.2 Million from HPSJ for the costs of the custom containers and interim site expenses related to Phase 3 and Phase 4. In addition, the City has applied for additional grants to support the costs associated with the fuel (generators) for Phase 3 and Phase 4. Funding for the contract with Linked Equipment, LLC., is provided by the grant with HPSJ. To date, the City has paid CC915 90% of the contract costs, which comes out to $590,400 from the Homeless Services operating budget. However, a condition of the grant is that the City provide the additional 38 beds to be in service by the custom containers. There is a deadline of October 31, 2023, for the 38 additional beds.

Expenses	**Health Plan of San Joaquin**
Modulars (phase 3 first year)	$192,931
Custom Containers (phase 4)	$716,320
Operating (Supplies, Fuel) (phase 3 and 4 first year)	$290,749
Total Committed	**$1,200,000**

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, *Implement the adopted Homelessness Strategic Plan*.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Homelessness Advisory Committee recommends that the City Council 1) adopt a Resolution approving, pursuant to Tracy Municipal Code Section 2.20.180(B)(1), contracts for goods and general services agreements executed by the City Manager to implement

Emergency Interim Housing solutions for the unsheltered with Link Equipment, LLC., and 2) adopt a Resolution approving a Purchase Agreement for Goods with Linked Equipment, LLC., for the purchase of eight pre-manufactured custom container structures in an amount not to exceed $682,440 to be installed as part of Phase 4 of the interim improvements at the Temporary Emergency Housing Facility Project at 370 W. Arbor Avenue.

Prepared by: Ilene Macintire, P.E., Senior Civil Engineer

Reviewed by: Adriana Castaneda, Director of Mobility and Housing
Sara Cowell, Director of Finance
Karin Schnaider, Assistant City Manager
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENT A - Purchase Agreement for Goods
ATTACHMENT B - Alternative Options Matrix
ATTACHMENT C - Linked Equipment Proposed Gantt Chart

CITY OF TRACY
PURCHASE AGREEMENT FOR GOODS WITH LINKED EQUIPMENT, LLC.
PHOENIX, ARIZONA

This Purchase Agreement for Goods (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Linked Equipment, LLC. an Arizona Limited Liability Corporation (LLC) (**Vendor**). City and Vendor are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. City is actively pursuing the construction of the Temporary Emergency Housing Facility, which consists of Four Phases, pursuant to which the City may provide up to 154 beds once all four phases are complete on a nightly basis to unhoused residents in the City, along with ancillary services (**Project**), on City-owned land of 4.8 acres located at Arbor Avenue (**Project Site**).

B. Phase 4 of the Temporary Emergency Housing Facility Project consists of 38 beds provided through custom containers and is being funded by Health Plan of San Joaquin.

C. City researched the available options for replacement dormitory structures related to Phase 4 of the Project.

Vendor was the only vendor that complied with the California Department of Housing and Community Development (HCD) requirements and willing to meet the City's specifications and timelines for these facilities.

Separately, City concluded that purchasing eight prefabricated container units of varying sleeping unit configurations (**Goods**) was the best option for meeting the City's timeframe for implementing Phase 4 of the Project. City determined that Vendor possesses the skills, experience, and certification required to provide the requisite Goods for the Project and that the Vendor was the only manufacturer able to provide the City with the required Goods within the City's timelines.

D. Under Chapter 14.1.4 Non-competitive Proposals section of the CDBG procurement guidelines, the City can procure a single-sourced item when that item is only available from that single source.

Consistent with the authority granted in Resolution No. 2022-121, the Parties have reached an agreement for the City's purchase of the agreed-upon Goods by the terms outlined in this Agreement.

DS

Now, therefore, the Parties mutually agree as follows:

1. **CITY PURCHASE.**

   1.1. GOODS. The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in the attached **Exhibit A** and incorporated by reference. The Goods shall comply with all of the standards and specifications outlined in **Exhibit A**.

2. **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution of Goods without the prior written authorization of the City. All Goods shall be manufactured by or under the direct supervision of, the Vendor's Authorized Representative: Mark Pike, President. Vendor shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.

3. **DELIVERY DATES.** The Goods must be shipped and must arrive at the destination of 370 W Arbor Avenue, Tracy CA, 95304 outlined in the detailed Delivery Timeline, specified in **Exhibit B. Exhibit B** specifies the outside delivery date of all Goods, as required by the City. However, Vendor seeks additional time to verify the specific delivery dates of each batch of Goods, and City agrees that Vendor can provide that written confirmation prior to payment by City of any Invoice. Vendor and City shall agree upon such specific delivery dates and document as **Exhibit B-1** to this Agreement.

   3.1 Any failure by the vendor to meet the Delivery Timeline will constitute a material default of this Purchase Agreement and the City may cancel any Goods not delivered in a timely manner without liability. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised timeline.

4. **PURCHASE PRICE.** City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit C,** attached and incorporated by reference.

   4.1 **NOT TO EXCEED AMOUNT.** Vendor's total contract amount, for the aggregate of the Goods under this Agreement shall not exceed $682,440. No work shall be performed by Vendor in excess of the total contract amount provided in this section without the City's prior written approval.

   4.2 **INVOICES.** Vendor shall submit invoices per the outlined schedule in Purchase of Goods in **Exhibit C**. Vendor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Vendor.

   4.3 **PAYMENT.** Within 30 days after the City's receipt of the invoice, City shall make payment to the Vendor based upon the Goods described on the invoice and subject to written acceptance of the Goods by the City.

DS MP

City shall not have an obligation to remit any payments for damaged Goods, Goods that are not accepted in writing or delivery of Goods beyond the deadlines agreed upon the parties in **Exhibit B-1**.

5. **CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel any portion of this Purchase Agreement at any time prior to the delivery of Goods, with or without cause, by giving Vendor written notice, provided that if the termination is without cause, then Vendor shall be entitled to payment for the value of the percentage of completion as to any units already under production to the extent such amount of the amount in excess of any down payment amounts previously paid by the City. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail.

6. **BREACH**. In the event of a breach of the Purchase Agreement by Vendor, City may terminate the Purchase Agreement immediately without notice, may reduce payment to the Vendor in the amount necessary to offset City's resulting damages, may procure substitute Goods at Vendor's expense, and/or may pursue any other available recourse against Vendor. Vendor may not terminate this Purchase Agreement except for cause.

7. **DELIVERY RISK OF LOSS.** All orders will be Free on Board (**FOB**) origin if not otherwise specified. Risk of loss or damage to the Goods shall remain with the Vendor until the Goods have been delivered to and accepted in writing by the City. All Goods will be received by the City subject to its right of inspection, rejection, and written acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods that do not conform to the terms and conditions outlined under **Exhibit A**. Any Goods rejected may be returned to the Vendor at the Vendor's risk and expense.

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

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

   8.2 **PROVISION SURVIVAL.** The provisions of this Section 7 survive the completion of the services or the termination of this Agreement and are not limited by the provisions of Section 7 relating to insurance.

DS MP

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

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

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

9.3 **WORKERS' COMPENSATION.** coverage shall be maintained as required by the State of California.

9.4 **ENDORSEMENTS**. Vendor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

9.5 **NOTICE OF CANCELLATION.** Vendor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Vendor shall immediately obtain a replacement policy.

9.6 **INSURANCE CERTIFICATE.** Vendor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City before the City signs this Agreement.

9.7 **SUBSTITUTE CERTIFICATES**. Vendor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

9.8 **VENDOR'S OBLIGATION**. Maintenance of insurance by the Vendor as specified in this Agreement shall in no way be interpreted as relieving the Vendor of any responsibility whatsoever (including indemnity obligations under

DS MP

this Agreement), and the Vendor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

10. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Goods must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, and Purchase Agreement Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.

11. **TAXES**. The Vendor must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing of Goods; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Purchase Agreement, the Purchase Price will not be considered to include California state and city sales or use tax.

12. **WARRANTY**. The Vendor warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured according to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods if installed by the Vendor shall conform to applicable specifications.

    12.1 The Vendor's warranties, together with its service guarantees, must run to the City and its customers or users of the Goods and must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.

13. **DUTY TO DEFEND**. Vendor agrees, (1) at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents, and council members (collectively the **Parties to be defended**) from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (i) the Goods provided pursuant this Purchase Agreement; (ii) allegations that the Goods are defective in manufacture or design; (iii) any patent or other intellectual property right related to the Goods and (iv) the work, activities, operations, or duties of Vendor, or of anyone employed by or working under the Vendor, or (2) any breach of this Agreement by Vendor.

    13.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively,

DS MP

or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

14. **REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS**. Vendor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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

To City:
Ilene Macintire, P.E.
Senior Civil Engineer
City of Tracy,
333 Civic Center Plaza
Tracy, CA 95376

To Vendor:
Mark Pike
President
Linked Equipment, LLC.
3454 East Illini Street
Phoenix, AZ 85040

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

16. **MISCELLANEOUS**

16.1 **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to Vendor'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.

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

16.3 **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

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16.4 **ASSIGNMENT AND DELEGATION.** Vendor may not assign, transfer, or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be consent to any subsequent assignment.

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

16.6 **COMPLIANCE WITH THE LAW.** Vendor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

16.6.1 **HAZARDOUS MATERIAL.** Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

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

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

16.8 **BUSINESS LICENCE.** Before the City signs this Agreement, Vendor shall obtain a City of Tracy Business License. Vendor shall maintain an active City of Tracy Business License during the term of this Agreement.

16.9 **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

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

DS MP

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

16.12 **CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Vendor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Vendor's proposal (if any), the Exhibits shall control.

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

17. **SIGNATURES**. The individuals executing this Agreement on behalf of Vendor represent and warrant that they have the right, power, legal capacity, and authority to enter and execute this Agreement on behalf of Vendor.

[SIGNATURES ON FOLLOWING PAGE]

DS MP

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

City of Tracy

_____
By: Nancy Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal Patel
City Attorney

Vendor

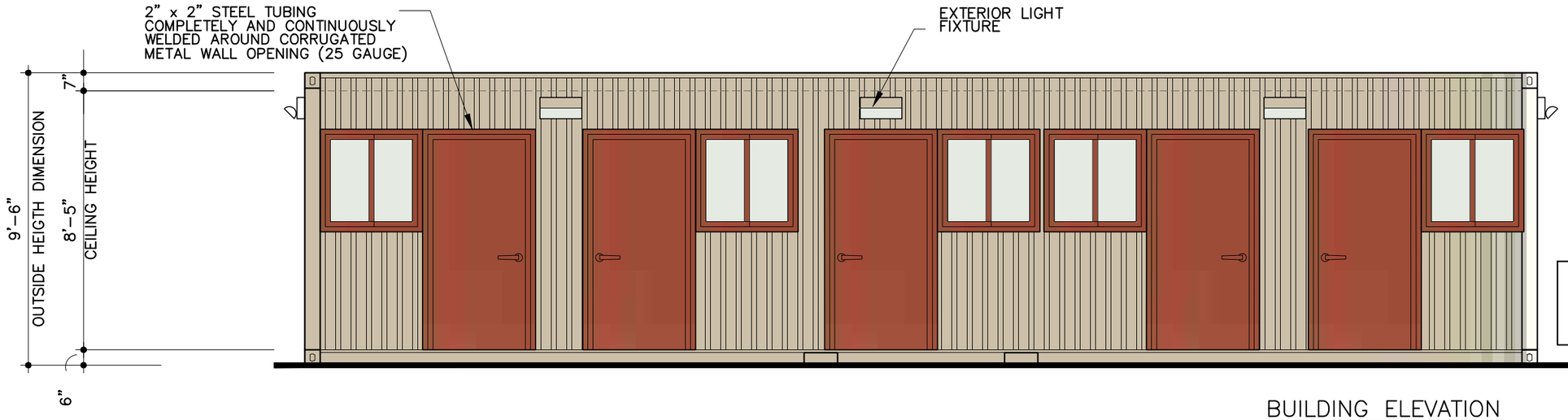
Linked Equipment, LLC. (An Arizona LLC)
DocuSigned by:
Mark Pike
A5EBA558B07483...
By: Mark Pike
Title: President
Date: 6/29/2023 | 2:34 PM PDT

Federal Employer Tax ID No. 45-5270792

Exhibits:

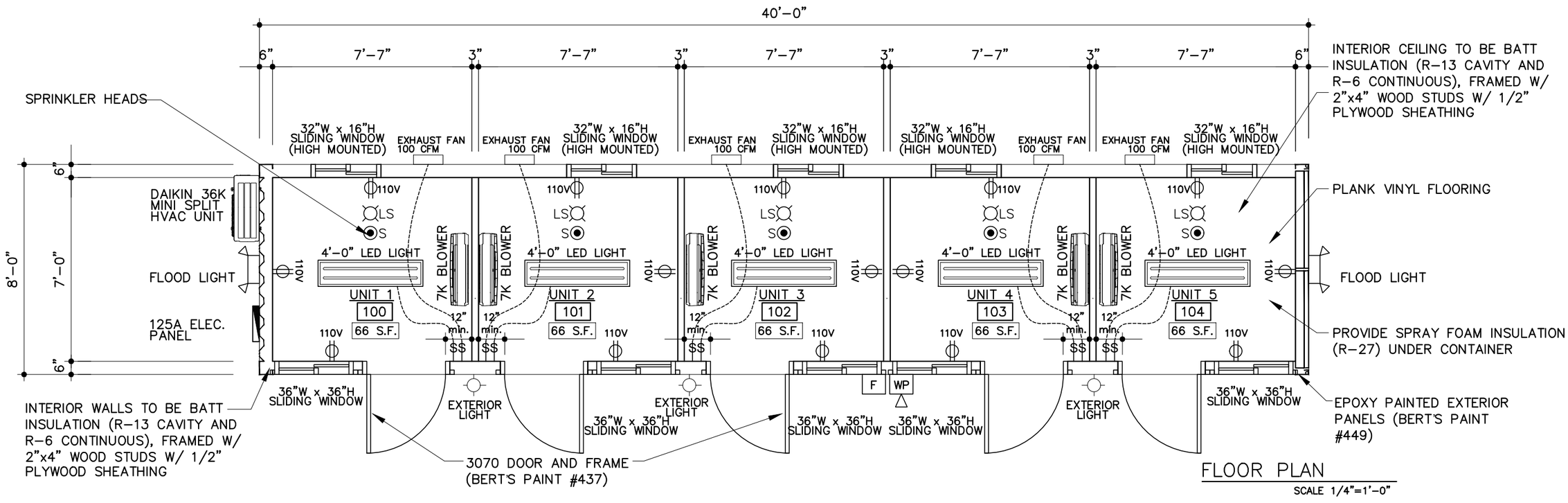
A	Description of Goods
B	Delivery Timeline
C	Purchase Price and Payment Terms

EXHIBIT A-1



*CONDUIT THROUGH BLDG. FOR FIRE ALARM. VERIFY CONDUIT SIZE FOR PULLING WIRE.

BUILDING ELEVATION
SCALE 1/4"=1'-0"



FLOOR PLAN
SCALE 1/4"=1'-0"

LINKED EQUIPMENT

GENERAL NOTES

CITY OF TRACY, CA

LIVING QUARTERS

AUTHORIZED SIGNATURE OF PRODUCTION	DRAWN BY	DATE
	W.G.	05/23/23
I HAVE REVIEWED ALL PLANS AND SPECIFICATIONS FOR THE PROJECT. I AUTHORIZE CONSENT OF DIAMOND BUILDERS INC. TO CONSTRUCT THE PROJECT AS IS. I UNDERSTAND THAT ANY CHANGES MADE TO THE FLOOR PLANS OR QUOTE WILL RESULT IN ADDITIONAL CHANGES.	BUILDING TYPE	SIZE QUOTE NUMBER SERIAL NUMBER

Released by Mark Pike on May 19, 2023 **Released**

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
Phone: (608) 345-6370

370 W Arbor Ave
Tracy, CA 95304

Job Address:
Tracy, CA 95304

Print Date: 5-19-2023

Proposal for 40' living Quarters five rooms

Dear: Ilene, Jessica, Matt

Thank you for contacting us about the possibility of custom designing and building your 40’ living quarters unit to suit your needs. Our process of custom transforming new one trip shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building is equipment with five 36" x 36" sliding windows, 5 man doors, exhaust fan, electrical outlets, piping for the spricklers, five 32" x 16" sliding windows and all engineering and third party review. The HVAC system in these buildings is the Daikin mini split system the unit is highly efficient and has an estimated 30-year lifespan. (48,000 BTU five 7000 blowers and wall mounted thermostates)

The following is a list of materials and labor utilized for your 40’ unit:






Items	Description	Qty/Unit
Lighting - Interior	Five LED lights four feet long each	5
INSULATION - OTHER	R-13 Walls & Ceiling with double barrier insulation that has a R6 value to create a continues insulation	1
Light Switches	double switches inside door and one for exhaust fan other for lights	10
PAINT - EXTERIOR	Color of Choice Bert's Paint #437 doors and trim #449 container color	10
COSP - Exterior - Caulk, Screws & Fittings	Caulking seal plywood	5
Plumbing Materials	Plumbing materials includes pipe for fire suppression	1
Dome Lights	three porch light out at doors with dawn to dust	3
EXTERIOR - Doors	Metal door with door handle and lock We have allocated $611.00 per door	5
Flooring - Finished	vinyl planks	1
GFI outlets	110 volt outlets spread out through the building three in each room and one exterior by panel	16
PLYWOOD - 1/2-IN SANDED	1/2 finished Plywood that will Sheathing Plywood (Common: 15/32 in. x 4 ft. x 8 ft.; Actual: 0.438 in. x 48 in. X 96 in.) Internet# 100086654 Model# 439592 StoreSKU# 439592 plywood will be filled with caulking and sanded for a finished look	50
COSP - MATERIALS - Welding	copper, sanding pads, grinding wheels, gas	1
Miscellaneous	unforeseen	1
PAINT - INTERIOR	interior paint choice of colors	11
CONTAINER - 40' - HIGH-CUBE - NEW	40' HC new one trip container	1
Transportation	Longbeach to Phoenix, AZ	1
Daikin Mini Split HVAC	Daikin mini split unit 4MXS36RMVJUA five blowers 7000 BTU each wall mounted thermostats	1
WOOD STUD	Studs 2' x 4'	1
Exhaust Fans	exhaust fan in room	5
labor	general construction, welding, grinding, electrical	210
Electric Panel	125 amp panel single phase with breakers, fittings	1
WINDOW - VINYL - SLIDING	One 36" x 36" windows sliding in each room by front door	5
Draftsman	Drawings, coordination with engineering, state approval	1
ENG - STRUCTURAL	Structural engineering	1
MEP engineering	MEP engineering	1
Third Party Review	review and state inspections	1
Spray foam insulation	Spray foam under the container	1
Transportation	Delivery to Tracy	1
2" tubing 12 Gauge	two inch tubing to frame out doors, exhaust fans, windows	10.5
WINDOW - VINYL - SLIDING	TAFCO WINDOWS 31.75 in. x 15.75 in. Left Hand Single Sliding Vinyl Window with Dual Pane Insulated Glass - White Internet # 202207816 Model # PV-BS 32x16 windows will be placed near the ceiling opposite of the 36" x 36" windows	5

Items	Description	Qty/Unit
Flood lights	Commercial Electric Dusk to Dawn Sensor White Exterior Outdoor Twin Head LED Flood Light Security 1200 to 2400 Lumens 4000K Wet Rated	2
Pipe	Ridged red pipe for fire system 10' sticks	5
Door Hardware	Schlage Plymouth Keypad Entry Door Lever Set with Elan Lever and Flex Lock Capabilities Model:FE595PLY626ELA	5

Total Price: $75,500.00

The price with delivery is:$75,500.00 x 7 = $528,500.00

All ridged pipe and sprikler system will be in cordination with the city of Tracy's Fire Protection Company.

We require 50% down payment before construction begins and the remaining balance is due once construction is complete and the building is set on the truck for deliver .

The price includes engineering and titel 24 along with third party review and inspections

We can have the building built within five to six weeks of approved plans.

This proposal's price and estimated delivery dates are only good for 30 days from the date of this proposal.

Please let us know if you have any question or would like to discuss additional building modifications to meet your specific needs.

Thank you

Mark Pike

Linked Equipment LLC

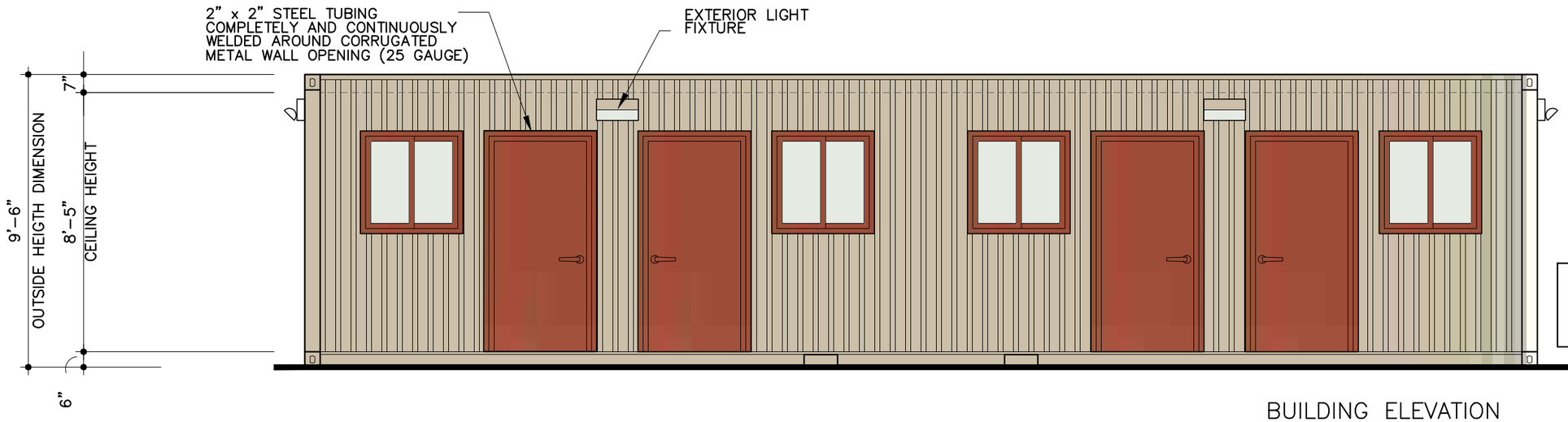
3454 East Illini Street

Phoenix, AZ 85040

480-560-5221 cell

602-314-6020 ex 413 office

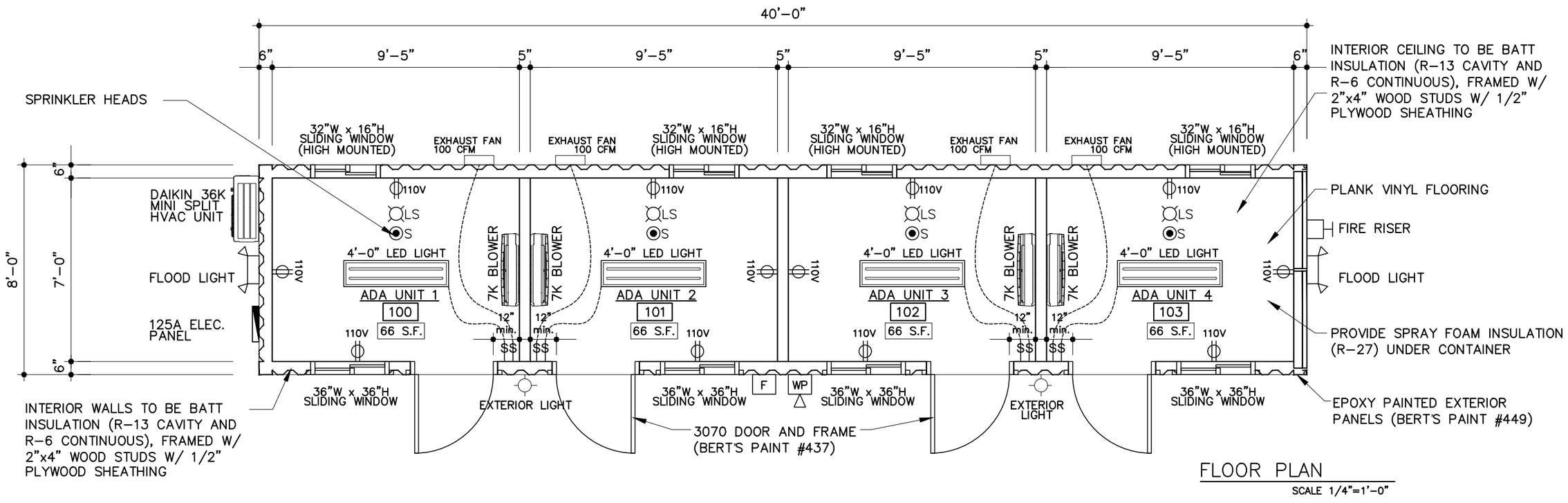
EXHIBIT A-2



*CONDUIT THROUGH BLDG. FOR FIRE ALARM. VERIFY CONDUIT SIZE FOR PULLING WIRE.

BUILDING ELEVATION

SCALE 1/4"=1'-0"



FLOOR PLAN

SCALE 1/4"=1'-0"

LINKED EQUIPMENT

GENERAL NOTES

CITY OF TRACY, CA

LIVING QUARTERS (ADA)

AUTHORIZED SIGNATURE OF PRODUCTION	DRAWN BY	DATE
	W.G.	05/17/23
I HAVE REVIEWED ALL PLANS AND SPECIFICATIONS FOR THE PROJECT. I AUTHORIZE CONSENT OF DIAMOND BUILDERS INC. TO CONSTRUCT THE PROJECT AS IS. I UNDERSTAND THAT ANY CHANGES MADE TO THE FLOOR PLANS OR QUOTE WILL RESULT IN ADDITIONAL CHANGES.	BUILDING TYPE	SIZE QUOTE NUMBER SERIAL NUMBER

Released by Mark Pike on May 17, 2023 **Released**

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
Phone: (608) 345-6370

370 W Arbor Ave
Tracy, CA 95304

Job Address:
Tracy, CA 95304

Print Date: 5-17-2023

Proposal for 40' Living quarters ADA

Dear: Ilene, Jessica, Matt

Thank you for contacting us about the possibility of custom designing and building your 40’ living quarters unit to suit your needs. Our process of custom transforming new one trip shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building is equipment with four 36" x 36" windows, 4 man doors, exhaust fan, electrical outlets, piping for the spricklers and all engineering and third party review. The HVAC system in these buildings is the Daikin mini split system the unit is highly efficient and has an estimated 30-year lifespan. (36,000 BTU four blowers and wall mounted thermostates)

The following is a list of materials and labor utilized for your 40’ unit:






Items	Description	Qty/Unit
Lighting - Interior	four LED lights four feet long each	4
INSULATION - OTHER	R-13 Walls & Ceiling with double barrier insulation that has a R6 value to create a continues insulation	1
Light Switches	Inside of doors one for exhaust fan and one for lights	8
PAINT - EXTERIOR	Color of Bert's paint #437: Accent color for doors, door frames & trim #449 color of container	10
COSP - Exterior - Caulk, Screws & Fittings	Caulking seal plywood	4
Plumbing Materials	Plumbing materials includes pipe for fire suppression	1
Dome Lights	two porch light out at doors with dawn to dust	2
EXTERIOR - Doors	Metal door with frame and hinges door handle is on different line item we have allocated $611.00 per door	4
Flooring - Finished	vinyl planks	1
GFI outlets	110 volt outlets spread out through the building three in each room and one exterior by panel	13
PLYWOOD - 1/2-IN SANDED	1/2 finished Plywood that will Sheathing Plywood (Common: 15/32 in. x 4 ft. x 8 ft.; Actual: 0.438 in. x 48 in. X 96 in.) Internet# 100086654 Model# 439592 StoreSKU# 439592 plywood will be filled with caulking and sanded for a finished look	46
COSP - MATERIALS - Welding	copper, sanding pads, grinding wheels, gas	1
Miscellaneous	unforeseen	1
PAINT - INTERIOR	interior paint choice of colors Bert's Paint color #437 doors and trim, #449 container color	11
CONTAINER - 40' - HIGH-CUBE - NEW	40' HC new one trip container	1
Transportation	Longbeach to Phoenix, AZ	1
Daikin Mini Split HVAC	Daikin mini split unit 4MXS36RMVJUA four blowers 7000 BTU each wall mounted thermostats	1
WOOD STUD	Studs 2' x 4'	1
Exhaust Fans	exhaust fan in room	4
labor	general construction, welding, grinding, electrical	190
Electric Panel	125 amp panel single phase with breakers, fittings	1
custom windows	one 36" x 36" sliding windows next to front door in each room	4
Draftsman	Drawings, coordination with engineering, state approval	1
ENG - STRUCTURAL	Structural engineering	1
MEP engineering	MEP engineering	1
Third Party Review	review and state inspections	1
Spray foam insulation	Spray foam under the container	1
Transportation	Delivery to Tracy	1
2" tubing 12 Gauge	two inch tubing to frame out doors, exhaust fans, windows	8
Custom Window	32" x 16" sliding window one in each room up as high to the ceiling as possible opposite of the 36" x 36" windows	4

Items	Description	Qty/Unit
Flood lights	Commercial Electric Dusk to Dawn Sensor White Exterior Outdoor Twin Head LED Flood Light Security 1200 to 2400 Lumens 4000K Wet Rated	2
Conduit - Rigid Piping	red ridged pipe for fire system 10' sticks	5
Door Hardware	Schlage Plymouth Keypad Entry Door Lever Set with Elan Lever and Flex Lock Capabilities Model:FE595PLY626ELA	4

Total Price: $67,900.00

The price with delivery is:$67,900.00

We require 50% down payment before construction begins and the remaining balance is due once construction is complete and the building is set on the truck for deliver .
The price includes engineering and titel 24 along with third party review and inspections

We can have the building built within five to six weeks of approved plans.

The ridged pipe and sprikler pipe will be in coodination to the City of Trac's Fire Protection Company.

This proposal's price and estimated delivery dates are only good for 30 days from the date of this proposal.

Please let us know if you have any question or would like to discuss additional building modifications to meet your specific needs.

Thank you

Mark Pike
Linked Equipment LLC
3454 East Illini Street
Phoenix, AZ 85040
480-560-5221 cell
602-314-6020 ex 413 office

EXHIBIT A-3

MATERIALS CUT SHEETS & SPECIFICATIONS

Container Dormitory Materials List

Approved equivalent materials can be substituted, if necessary, when submitted for approval by the City prior to purchase or acquisition.

Raw Materials

Item	Description	Model # / SKU	Cut Sheet Attached (Y/N)	Supplier	Remarks	Purpose
40ft High Cube	40ft High Cube ISO Container	N/A	N	Long Beach Sea Port	New Containers	Exterier Structure
2x4 Wood Stud Frame	2x4 Wood Stud Frame	161640	N	Home Depot	Interior Frame	Interior wall framing
1/2" Sanded Plywood	Sheet of 1/2" Sanded Plywood	166030	Y	Home Depot	4ft x 8ft 1/2" Plywood	Interior wall materials
2" 12ga Steel Tube	20ft Stick of 2" 12ga Steel Tube	A513	N	Industrial Metal Supply	A513 Square Steel Tube	Interior framing for door and window opening
Spray Foam Insulation	2" Spray Foam Under the Container	N/A	N	Western Tech LLC	2" Closed Cell Spray Foam	Exterior insulation for bottom of container
Fiberglass Insulation	R-6.7/R-13.4 Fiberglass Insulation	715499	Y	Home Depot	Int. Wall/Ceiling Insulation	Interior Insulation for walls and ceiling, includes a R-6.7 rated wrap material and R-13.4 fiberglass batt insulation, combined R-20 rating (approximate)

Electrical Materials

Item	Description	Model # / Product Code		Supplier	Remarks	Purpose
125A Electrical Panel	Square D 125A Panel Box	1000039964	Y	Home Depot	Box/Breakers/Wire	Exterior Electrical Panel
Light Switch	Dual Light Switch	209366	N	Home Depot	Single Pole	Interior Light Switches
GFI Outlet	110V GFI Electrical Outlet	1003410715	Y	Home Depot	Interior & Exterior	GFI protected outlets
4ft LED	4ft LED Interior Lighting	1001361676	Y	Home Depot	Interior Lighting	Interior light fixture
Dome Light	Exterior Dome Lights	65159411597	Y	Home Depot	Access Lighting	Exterior over door lighting
Flood Light	Exterior Flood Light	1004868873	Y	Home Depot	High Visibility Lighting	Exterior lighting at each end of unit
PVC Conduit	Interior Fire Alarm Conduit		N	Home Depot	Fire alarm conduit	Rough in for fire alarm installatoin on project site, size per Fire Alarm system installer

Plumbing Materials

Item	Description	Model # / Product Code		Supplier	Remarks	Purpose
Fresh Inlet	3/4" Copper Inlet	N/A	N/A	Home Depot	3/4" Copper Inlet	Not applicable
Waste Outlet	3" PVC Outlet	N/A	N/A	Home Depot	3" PVC Outlet	Not applicable
Red Pipe	10ft Stick of Ridged Red Pipe	N/A	N	Hughes Supply	Fire Suppression Pipe	Rough in for fire sprinkler installation on project site, sized per Fire Alarm System installer

Mechanical Materials

Item	Description	Model # / Product Code		Supplier	Remarks	Purpose
Mini-Split HVAC	36k BTU Mini-Split w/ (5) 9k Blowers	4MXS36RMVJUA	Y	Shane's Equipment Supply	(5) x 9k BTU Int. Blowers	Interior HVAC system
Exhaust Fan	50CFM Exhaust Fan	126313	Y	Home Depot	UL-Rated & Corrosion Resistant	Interior wall exhaust fan

Finish Materials

Item	Description	Model # / Product Code		Supplier	Remarks	Purpose
Ext. Epoxy Paint	1 Gallon of Sunburst Colors Epoxy	N/A	Y	Bert's Paint	Exterior Epoxy Paint	Color per City direction
Int. Epoxy Paint	1 Gallon of Sunburst Colors Epoxy	N/A	Y	Bert's Paint	Interior Epoxy Paint	Color per City direction
Vinyl Plank Floor	Kingsmen Vinyl Plank Flooring	N/A	Y	Jeff Moen	320 sq. ft	Color per City direction

Doors & Windows

Item	Description	Model # / Product Code		Supplier	Remarks	Purpose
Ext. Metal Door	Industrial Metal Man Door	8110	Y	Twin City Hardware	3068 18ga Steel	Doors, 1 per sleeping unit
36"x36" Vinyl Window	Vinyl Sliding Window	1006233667	Y	Home Depot	HPSC Glass	Large horizontal sliding window, 1 per unit
32"x16" Vinyl Window	Dual Pane Sliding Window	75249332166	Y	Home Depot	Insulated Glass	Small horizontal sliding window, 1 per unit
Door Hardware	Hardware Kit for Ext. Door	FE595PLY626ELA	N	Home Depot	Elan Lever & Flex Lock	Door Hardware for exterior door

Miscellaneous Materials

Item	Description	Model # / Product Code		Supplier	Remarks	Purpose
Misc. Metal (screws, bolts, nails, etc.)	Drywall Screws: #6 x 1-1/4" phosphate-coated steel screws Framing Screws: #9 x 3-1/8" climatek-coated steel screws	N/A	Y	Home Depot		Galvanized metal items are used where required per code
Sealants	Latex & Silicone Caulking		y	Home Depot		Interior and Exterior sealants

Miscellaneous

Item	Description	Model # / Product Code	Supplier	Remarks	Purpose
Transportation	Long Beach,CA to Phoenix,AZ	N/A	Goodyear Trucking	40ft Flat Bed	Costs included in Unit Price Proposal
Container Delivery	Phoenix,AZ to Long Beach, CA	N/A	Goodyear Trucking	40ft Flat Bed	Costs included in Unit Price Proposal
Structural Engineering	Stamped Structural Eng. Plans	N/A	DOTec Engineering	Stamped & Sealed	Costs included in Unit Price Proposal
MEP Engineering	Stamped MEP Eng. Plans	N/A	Ardebili Engineering	Stamped & Sealed	Costs included in Unit Price Proposal
3rd Party Plan Review	RADCO 3rd Party Plan Review	N/A	RADCO (Twining Consulting)	RADCO Plan Review	Costs included in Unit Price Proposal
Draftsman	Shop Drawings for Engineers	N/A	Wilfredo Gonzales	CAD Drawings for Eng.	Costs included in Unit Price Proposal

GP PLYTANIUM® PLYWOOD

Specifications– Sanded AC & BC Plywood

Plytanium® sanded AC and BC plywood panels are suitable for interior and exterior applications including do-it-yourself projects, cabinets, shelving, furniture, porch ceilings, soffits and flooring underlayment.

Available Types & Sizes (Sized for 4′ x 8′)

Length (Minimum)	7′-11⅞″ (2.435 m)
Width (Minimum)	3′-11⅞″ (1.216 m)

Building Code Performance Categories, Panel Thickness

- 1/4 CAT, 0.234″ (5.94 mm)
- 11/32 CAT, 0.328″ (8.33 mm)
- 15/32 CAT, 0.453″ (11.50 mm)
- 19/32 CAT, 0.578″ (14.68 mm)
- 23/32 CAT, 0.703″ (17.85 mm)

Specifications

Length/Width Tolerance	+0, –1/16″ (+0, –1.6 mm), based on 4′ or 8′ value
Straightness Tolerance	±1/16″ (±1.6 mm)
Squareness Tolerance	±1/8″ (±3.2 mm)
Primary Species	Southern Yellow Pine
Testing Agency	APA®-The Engineered Wood Association
Classification	**Exterior** – Plywood suitable for repeated wetting and redrying or long-term exposure to weather and other conditions of similar severity.
Code Fire Classification	Class III or C
Flame Spread Rating	75-200, smoke-developed index <450
Building Code Compliance	PS 1-09

Other Information

Forestry Certification

Plytanium siding panels are made from Sustainable Forestry Initiative® (SFI®) certified responsible wood sources.

SUSTAINABLE FORESTRY INITIATIVE Certified Sourcing www.sfiprogram.org SFI-00007

Green Building Programs

See our Plytanium plywood Green Certification Points sheet at *www.builditbetter.com* for more information on potential point contributions towards specific green building programs.

NGBS Green Certified

Plytanium plywood is Home Innovation NGBS Green Certified for Resource Efficiency and Indoor Environmental Quality. Please visit *Homeinnovation.com/Green* for more information.

Home Innovation NGBS GREEN CERTIFIED™ RESOURCE EFFICIENCY INDOOR ENVIRONMENTAL QUALITY

International Shipping

To prevent the introduction and spread of plant pests, ISPM 15: International Standards for Phytosanitary Measures, requires that internationally shipped solid wood pallets be debarked, treated with heat or fumigated with methyl bromide, and marked with a seal of compliance. **Pallets made with engineered wood, including Plytanium plywood, are exempt from ISPM 15 regulations.** This is because the process of manufacturing engineered wood destroys any live organisms in the wood. *(Source: "Boxes, Crate and Reel Manufactuing", PerformancePanels.com)*

EcoTouch® PINK® FIBERGLAS™ Insulation

Manufacturers Fact Sheet

This fact sheet contains important details about Owens Corning's™ **EcoTouch® PINK® FIBERGLAS™ Insulation**. Read it carefully. The chart below covers the entire line of EcoTouch® products sold under the names Thermal Batt, FastBatt, Cathedral Batt, Basement Blanket™, Sound Attenuation Batt (SAB) and Sonobatts®. The chart includes all products, both unfaced and faced with Kraft paper, foil, polyethylene ("Poly"), FSK or PSK.

EcoTouch® PINK® FIBERGLAS™ Insulation

R-value	Thickness (inches)	Width (inches)	Length (inches)	Piece Sq. Ft.	Pieces/ Package	Package Sq. Ft.
8	2.5	16	96	10.7	20	213.3
8	2.5	24	96	16.0	20	320.0
11	3.5	15	93	9.7	16	155.0
11	3.5	15	94	9.8	9	88.1
11	3.5	15	105	10.9	16	175.0
11	3.5	16	96	10.7	16	170.7
11	3.5	23	93	14.9	16	237.7
11	3.5	23	96	15.3	16	245.3
11	3.5	24	48	8.0	32	256.0
11	3.5	24	96	16.0	16	256.0
11	3.5	48	720	240.0	1	240.0
13	3.5	11	93	7.1	22	156.3
13	3.5	15	93	9.7	10	96.9
13	3.5	15	93	9.7	11	106.6
13	3.5	15	93	9.7	13	125.9
13	3.5	15	105	10.9	12	131.3
13	3.5	15	94	9.8	9	88.1
13	3.5	15.25	93	9.8	12	118.2
13	3.5	15.25	93	9.8	13	128.0
13	3.5	15.25	105	11.1	12	133.4
13	3.5	16	96	10.7	11	117.3
13	3.5	16	96	10.7	13	138.7
13	3.5	19.25	93	12.4	11	136.8

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R-value	Thickness (inches)	Width (inches)	Length (inches)	Piece Sq. Ft.	Pieces/ Package	Package Sq. Ft.
13	3.5	23	93	14.9	11	163.4
13	3.5	24	48	8.0	24	192.0
13	3.5	24	96	16.0	11	176.0
13	3.5	24	96	16.0	12	192.0
13	3.5	48	480	160.0	1	160.0
15	3.5	11	93	7.1	14	99.5
15	3.5	15	93	9.7	7	67.8
15	3.5	15	93	9.7	8	77.5
15	3.5	15	105	10.9	7	76.6
15	3.5	15	105	10.9	8	87.5
15	3.5	16	96	10.7	7	74.7
15	3.5	16	96	10.7	8	85.3
15	3.5	23	93	14.9	7	104.0
15	3.5	24	96	16.0	7	112.0
19	6.25	11	93	7.1	16	113.7
19	6.25	15	48	5.0	16	80.0
19	6.25	15	93	9.7	8	77.5
19	6.25	15	94	9.8	5	49.0
19	6.25	15	105	10.9	8	87.5
19	6.25	15	470	49.0	1	49.0
19	6.25	15.25	93	9.8	8	78.8
19	6.25	15.25	105	11.1	8	89.0
19	6.25	16	48	5.3	16	85.3
19	6.25	16	96	10.7	8	85.3
19	6.25	19.25	48	6.4	16	102.7
19	6.25	19.25	93	12.4	8	99.5
19	6.25	19.25	96	12.8	8	102.7
19	6.25	23	48	7.7	16	122.7
19	6.25	23	93	14.9	8	118.8
19	6.25	23	94	15.0	5	75.1
19	6.25	23	96	15.3	8	122.7
19	6.25	23	470	75.1	1	75.1
19	6.25	24	48	8.0	16	128.0
19	6.25	24	96	16.0	8	128.0
19	6.25	48	470	156.7	1	156.7
19	6.25	48	480	160.0	1	160.0
21	5.5	15	93	9.7	7	67.8
21	5.5	15	93	9.7	8	77.5
21	5.5	15	105	10.9	8	87.5
21	5.5	16	96	10.7	7	74.7
21	5.5	23	93	14.9	6	89.1
21	5.5	24	96	16.0	7	112.0
22	6.75	15	48	5.0	14	70.0

Read This Before You Buy

What you should know about R-Values

The chart shows the R-values of this insulation. R means resistance to heat flow. The higher the R-value, the greater the insulating power. Compare insulation R-values before you buy.

There are other factors to consider. The amount of insulation you need depends mainly on the climate you live in. Also, your fuel savings from insulation will depend on the climate, the type and size of house, the amount of insulation already in your house, and your fuel-use patterns and family size. If you buy too much insulation, it will cost you more than what you'll save on fuel.

To get the marked R-value, it is essential that this insulation be installed properly.

EcoTouch® PINK® FIBERGLAS™ Insulation

Manufacturers Fact Sheet

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R-value	Thickness (inches)	Width (inches)	Length (inches)	Piece Sq. Ft.	Pieces/ Package	Package Sq. Ft.
22	6.75	23	48	7.7	14	107.3
22	6.75	24	48	8.0	14	112.0
25	8	19.25	96	12.8	6	77.0
25	8	23	96	15.3	6	92.0
25	8	16	96	10.7	6	64.0
25	8	16	48	5.3	12	64.0
25	8	24	96	16.0	6	96.0
30	9.5	12	48	4.0	20	80.0
30	9.5	15	48	5.0	10	50.0
30	9.5	15	300	31.3	1	31.3
30	9.5	16	48	5.3	10	53.3
30	9.5	16	48	5.3	11	58.7
30	9.5	19.25	48	6.4	10	64.2
30	9.5	23	300	47.9	1	47.9
30	9.5	24	48	8.0	10	80.0
30	9.5	24	48	8.0	11	88.0
30	8.25	15.5	48	5.2	11	56.8
30	8.25	23.75	45	7.4	10	74.2
30	8.25	23.75	48	7.9	10	79.2
38	12	16	48	5.3	8	42.7
38	12	19.25	48	6.4	8	51.3
38	12	24	48	8.0	8	64.0
38	10.25	15.5	48	5.2	8	41.3
38	10.25	23.75	48	7.9	8	63.3

Please contact 419-248-6557 for additional information. Email: gettech@owenscorning.com

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ECOTOUCH® PINK® FIBERGLAS™ INSULATION WITH PUREFIBER TECHNOLOGY

Submittal Sheet

Contractor: _____ Project: _____

Owens Corning® EcoTouch® Insulation with PureFiber® Technology is flexible light density insulation with a variety of facings and uses for thermal and acoustic benefis. EcoTouch® Insulation is dimensionally stable and will not slump within the cavity. Due to its inorganic fibers, EcoTouch® Insulation is not a food source for mold and it is not corrosive to steel, copper or aluminum.

ASTM C665 CLASSIFICATION	DESCRIPTION
Type I	Blankets without membrane coverings.
Type II	Blankets with nonreflective membrane coverings:
Class A	Membrane-faced surface flame spread of 25 or less.
Class B	Membrane-faced surface with critical radiant flux of 0.12 W/cm^2 (0.11 Btu/ft^{2}xs) or greater.
Class C	Membrane-faced surface not rated for flame propagation resistance
Category 1	Membrane is a vapor retarder.
Category 2	Membrane is not a vapor retarder.
Type III	Blankets with reflective membrane coverings:
Class A	Membrane-faced surface flame spread of 25 or less.
Class B	Membrane-faced surface with critical radiant flux of 0.12 W/cm^2 (0.11 Btu/ft^{2}xs) or greater.
Class C	Membrane-faced surface not rated for flame propagation resistance
Category 1	Membrane is a vapor retarder.
Category 2	Membrane is not a vapor retarder.

Unfaced—EcoTouch® Batt Insulation

Fiberglass insulation designed to improve thermal and acoustic performance of wall and roof/ceiling assemblies. Fits tightly in wood or metal framing to allow for friction fit installation. Different sizes available to fit specific applications.

- ASTM C665 Type I
- ASTM E84 <25/<50
- ASTM C1338 Mold/ mildew resistant
- ASTM E136 Non-Combustible
- ASTM C518
- ASTM E90, E413 (3½", 6¼")
- UL File #BKNV 3576 (Fire rated assemblies)

☐ R-11 3½"
☐ R-13 3½"
☐ R-15 3½"
☐ R-19 6¼"
☐ R-20 5½"
☐ R-21 5½"
☐ R-22 6¾"
☐ R-23 5½"
☐ R-25 8"
☐ R-30C 8¼"
☐ R-30 9½"
☐ R-38C 10¼"
☐ R-38 12"
☐ R-49 14"

Kraft Faced—EcoTouch® Batt Insulation

Fiberglass insulation designed to improve thermal and acoustic performance of wall and roof/ceiling assemblies. Fits tightly in wood or metal framing to allow for friction fit installation. Flanges can be inset or face stapled as needed. Different sizes available to fit specific applications.

- ASTM C665 Type II, Class C
- ASTM E84 Not rated
- ASTM C1338 Mold/mildew resistant
- ASTM C518
- ASTM E90, E413 (3½", 6¼")
- ASTM E96 Perm Rating -1 perm

☐ R-11 3½"
☐ R-13 3½"
☐ R-15 3½"
☐ R-19 6¼"
☐ R-20 5½"
☐ R-21 5½"
☐ R-22 6¾"
☐ R-23 5½"
☐ R-30C 8¼"
☐ R-30 9½"
☐ R-38C 10¼"
☐ R-38 12"
☐ R-49 14"

Unfaced—EcoTouch® Sound Attenuation Batts

Fiberglass insulation with PureFiber® Technology designed to improve thermal and acoustic performance of wall and roof/ceiling assemblies. Fits tightly in metal framing to allow for friction fit installation. Different sizes available to fit specific applications.

- ASTM C665 Type I
- ASTM E84 <25/<50
- ASTM C1338 Mold/mildew resistant
- ASTM E136 Non-Combustible
- ASTM C518
- ASTM E90, E413 (2½", 3½")
- UL File #BKNV 3576 (Fire rated assemblies)

☐ R-8 2½"
☐ R-11 3½"

FSK or PSK E Faced—EcoTouch® Flame Spread 25 Batt Insulation

Fiberglass insulation with facing that can be left exposed that is designed to improve thermal and acoustic performance of wall and roof/ceiling assemblies. Fits tightly in wood or metal framing to allow for friction fit installation. Flanges can be inset or face stapled as needed. Different sizes available to fit specific applications.

- ASTM C665 Type II (PSK) or Type III (FSK), Class A
- ASTM E84 <25/<50
- ASTM C1338 Mold/mildew resistant
- ASTM C518
- ASTM E96 Perm Rating -0.5 perm

FSK

☐ R-13 3½"
☐ R-19 6¼"
☐ R-21 5½"
☐ R-30 9½"
☐ R-38 12"

FSK-E

☐ R-19 6¼"
☐ R-30 9½"

PSK-E

☐ R-19 6¼"
☐ R-30 9½"

Foil Faced—EcoTouch® Batt Insulation

Fiberglass insulation designed to improve thermal and acoustic performance of wall and roof/ceiling assemblies. Fits tightly in metal framing to allow for friction fit installation. Flanges can be inset or face stapled as needed. Different sizes available to fit specific applications.

- ASTM C665 Type III, Class B and C
- ASTM E84 75/150
- ASTM C1338 Mold/mildew resistant
- ASTM C518
- ASTM E90, E413 (3½", 6¼")
- ASTM E96 Perm Rating 0.5

☐ R-13 3½"
☐ R-15 3½"
☐ R-19 6¼"
☐ R-30 9½"

Kraft Faced—PROPINK® FastBatt™ Insulation

Fiberglass insulation with PureFiber® Technology designed to improve thermal and acoustic performance of wall and roof/ceiling assemblies. Fits tightly in wood framing to allow for friction fit installation. Different sizes available to fit specific applications.

- ASTM C665 Type II, Class C
- ASTM E84 not rated
- ASTM C1338 Mold/mildew resistant
- ASTM C518
- ASTM E90, E413 (3½", 6¼")
- ASTM E96 Perm Rating -1 perm

☐ R-13 3½"
☐ R-15 3½"
☐ R-19 6¼"
☐ R-21 5½"

Unfaced—EcoTouch® Sonobatts® Insulation

Fiberglass insulation with PureFiber® Technology designed to improve thermal and acoustic performance of suspended ceiling assemblies. 24" x 48" to fit on top of most drop in ceiling tiles.

- ASTM C665 Type I
- ASTM E84 <25/<50
- ASTM C1338 Mold/mildew resistant
- ASTM E136 Non-Combustible
- ASTM C518
- ASTM E90, E413 (3½", 6¼")
- UL File #BKNV 3576 (Fire rated assemblies)
- UL 181 Rated to 1000 feet per minute

☐ R-11 3½"
☐ R-19 6¼"

Kraft Faced—EcoTouch® Sonobatts® Insulation

Fiberglass insulation with PureFiber® Technology designed to improve thermal and acoustic performance of suspended ceiling assemblies. 24" x 48" to fit on top of most drop in ceiling tile.

- ASTM C665 Type II, Class C
- ASTM E84 Faced – not Rated, Unfaced – <25/<50
- ASTM C1338 Mold/mildew resistant
- ASTM E96 perm Rating -1 perm
- ASTM C518
- ASTM E90, E413
- UL 181 Rated to 1000 feet per minute

☐ R-11 3½"
☐ R-13 3½"
☐ R-19 6¼"

Unfaced—EcoTouch® QuietZone® Acoustic Batt Insulation

Fiberglass insulation designed to improve acoustic performance of wall assemblies. Fits tightly in wood framing to allow for friction fit installation. Different sizes available to fit specific applications.

- ASTM C665 Type I
- ASTM E84 <25/<50
- ASTM C1338 Mold/mildew resistant
- ASTM E136 Non-Combustible
- ASTM E90, E413 (3½", 51/2")
- UL File #BKNV 3576 (Fire rated assemblies)

☐ 3½"
☐ 5½"

Kraft Faced—EcoTouch® QuietZone® Acoustic Batt Insulation

Fiberglass insulation designed to improve acoustic performance of wall assemblies. Fits tightly in wood framing to allow for friction fit installation. Flanges can be inset or face stapled as needed. Different sizes available to fit specific applications.

- ASTM C665 Type II, Class C
- ASTM E84 Not Rated
- ASTM C1338 Mold/mildew resistant
- ASTM E90, E413 (3½")
- ASTM E96 Perm Rating >5 perm
- UL File #BKNV 3576 (Fire rated assemblies)

☐ 3½"

Visit www.owenscorning.com/commercial to access a variety of learning, application and design resources to build your spec. For current product availability, please contact an Owens Corning Distributor or Area Sales Manager.

Certifications and Sustainable Features

- Unfaced EcoTouch® Insulation and Kraft-Faced EcoTouch® Insulation are participating in Declare and are Living Building Challenge Compliant
- Certified by SCS Global Services to contain an average of 55% recycled glass content, 18% pre-consumer and 37% post-consumer
- GREENGUARD Certified products are certified to GREENGUARD standards for low chemical emissions into indoor air during product usage. For more information, visit ul.com/gg
- Environmental Product Declaration (EPD) has been certified by UL Environment
- EcoTouch® PINK® Fiberglas™ Insulation Products have a published Health Product Declaration (HPD).

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SCS Global Services provides independent verification of recycled content in building materials and verifies recycled content claims made by manufacturers. For more information, visit www.SCSglobalservices.com.

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GP PLYTANIUM® PLYWOOD

Specifications– Sanded AC & BC Plywood

Formaldehyde Emission

Plytanium sanded plywood panels contain no added urea formaldehyde resins. Emission levels for certified PS 1 structural panels are exempt by the California Air Resources Board (CARB) in the Composite Wood Air Toxic Control Measure (ATCM) and phenolic bonded structural panels are exempt from testing or monitoring by HUD in the Manufactured Home Construction and Safety Standards.

Manufacturing Locations

Location	APA Mill Number	Zip Code	Harvest Radius
Camden, TX	515	75934	90 miles
Corrigan, TX	516	75939	90 miles
Dudley, NC	348	28333	80 miles
Emporia, VA	230	23847	40 miles
Gurdon, AR	517	71743	60 miles
Madison, GA	404	30650	100 miles
Prosperity, SC	329	29127	80 miles
Taylorsville, MS	282	39168	50 miles

GP Georgia-Pacific

Georgia-Pacific Wood Products
133 Peachtree St., N.E.
Atlanta, GA 30303
800-284-5347 *www.builditbetter.com*

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Product data sheet
Characteristics

HOM2040L125PGC
Load center, Homeline, 1 phase, 20 spaces, 40 circuits, 125A convertible main lugs, PoN, NEMA1, gnd bar, combo cover



Main

Product Type	Load Center
Marketing Trade Name	Homeline
Load Center Type	Main lugs
Rated Current	125 A
Number of Spaces	20
Number of Circuits	40
Enclosure Rating	NEMA 1 for indoor installation
Cover Type	Combination flush/surface cover
Electrical Connection	Lugs
Included Options	Grounding bar 1)

Complementary

Short Circuit Current Rating	10 kA
Number of Tandem Breakers	20
Number of Phases	1 phase
Rated Operational Voltage	120/240 V AC
Wire Size	AWG 6...AWG 2/0 aluminium AWG 6...AWG 1/0 copper
Wiring Configuration	3-wire
Cover Finish	Gray baked enamel
Busbar Material	Tin plated aluminium busbar
Enclosure Material	Welded sheet steel
Surface Finish	Baked enamel Gray
Box Number	8
Height	26.02 in (661 mm)
Width	14.25 in (362 mm)
Depth	3.74 in (95 mm)

Environment

Ambiant Air Temperature for Operation	23 °F (-5 °C) 104 °F (40 °C)
Product Certifications	UL E-6294

Ordering and shipping details

Category	00045 - HOM LC&CVR,12-42 CKT,NEMA1
Discount Schedule	DE3C
GTIN	00785901848523
Nbr. of units in pkg.	1
Package weight(Lbs)	23.9 lb(US) (10.84 kg)
Returnability	Yes
Country of origin	US

The information provided in this documentation contains general descriptions and/or technical characteristics of the performance of the products contained herein.
This documentation is not intended as a substitute for and is not to be used for determining suitability or reliability of these products for specific user applications.
It is the duty of any such user or integrator to perform the appropriate and complete risk analysis, evaluation and testing of the products with respect to the relevant specific application or use thereof.
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Packing Units

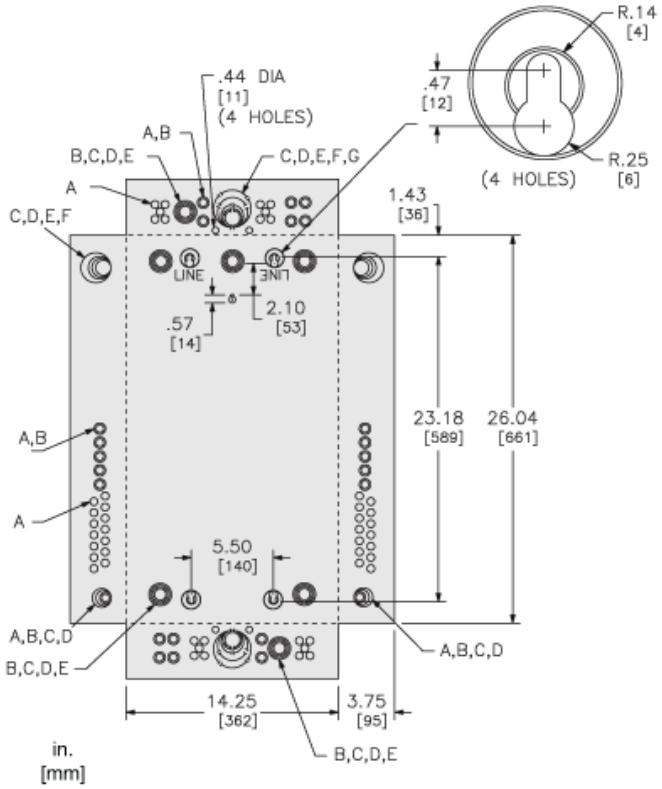
Unit Type of Package 1	PCE
Package 1 Height	5.50 in (13.97 cm)
Package 1 width	16.20 in (41.148 cm)
Package 1 Length	29.00 in (73.66 cm)
Package 2 Weight	455.00 lb(US) (206.384 kg)

Offer Sustainability

Sustainable offer status	Green Premium product
California proposition 65	WARNING: This product can expose you to chemicals including: Lead and lead compounds, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
REACh Regulation	REACh Declaration
REACh free of SVHC	Yes
EU RoHS Directive	Compliant EU RoHS Declaration
Toxic heavy metal free	Yes
Mercury free	Yes
RoHS exemption information	Yes
China RoHS Regulation	China RoHS Declaration
Environmental Disclosure	Product Environmental Profile

HOM2040L125PGC

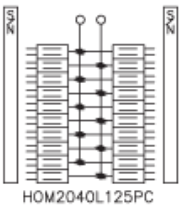
Approximate Dimensions



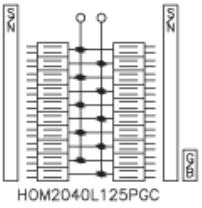
KNOCKOUTS							
SYMBOL	A	B	C	D	E	F	G
IN	.50	.75	1.00	1.25	1.50	2.00	2.50
MM	13	19	25	32	38	51	64

HOM2040L125PGC

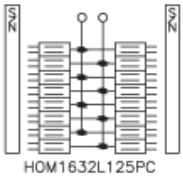
Connections and Wiring Diagrams



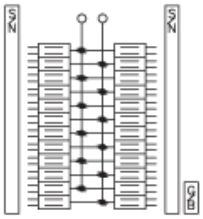
HOM2040L125PC



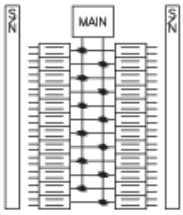
HOM2040L125PGC



HOM1632L125PC



HOM2448L125PGC



HOM2448M100PC
HOM2448M125PC

GFI OUTLET SPECS

Specifications

Dimensions

Outlet Depth (in.)	1.32	Outlet Height (in.)	4.21
Outlet Width (in.)	1.69		

Details

Color Family	White	Color/Finish	White
Electrical Features	No Additional Features	Electrical Product Type	Outlet
Grounding	Ungrounded	Indoor/Outdoor	Indoor
Maximum Amperage (amps)	15	Mounting Type	In-Wall
NEMA Configuration	NEMA 5	NEMA Configuration Receptacle	5-15
Number of Outlets	2	Number of Poles	2
Outlet Configuration	Duplex	Outlet Location	Wall
Outlet Material	Thermoplastic	Outlet Type	GFCI
Package Quantity	4	Rating	General Purpose
Returnable	90-Day	Voltage	125 volt
Wired or Wireless	Wired		

Warranty / Certifications

Certifications and Listings	CSA Certified, UL Listed	Manufacturer Warranty	2-Year Limited

LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	

FEATURES & SPECIFICATIONS

INTENDED USE

Provides an LED lighting platform to deliver general ambient lighting for surface-mount ceiling applications. Light engine delivers long life and excellent color to ensure a quality, low-maintenance light installation. Ideal for use in closets, foyers, hallways, corridors, bedrooms, offices, utility work areas, and more.

CONSTRUCTION

The LED wrap is constructed of a metal housing with decorative plastic end caps. The white acrylic diffuser provides even illumination and softens the appearance of the LEDs for improved aesthetics.

OPTICS

2' wrap produces 1,200 lumens and 4' produces 2,380 lumens, both at 50,000 hours life.

Thermal formed diffuser is of highly transmissive material to minimize lamp image and provides high-angle brightness control. One piece contemporary design wrap around diffuser soften appearance for improved aesthetics.

ELECTRICAL

Long-life LEDs, coupled with a high-efficiency driver, provide extended service life. Standard input = 20/40 watts (2'/4'), 60 lumens per watt. FMLWL is rated to deliver L70 performance at 50,000 hours. Fixture operates at 120 volts, 60Hz.

LISTINGS

UL certified to US and Canadian standards. Listed for damp locations. ENERGY STAR® certified.

WARRANTY

5-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

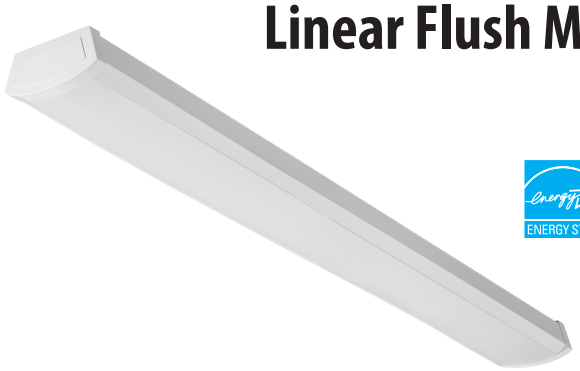
NOTE: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25°C.
Specifications subject to change without notice.

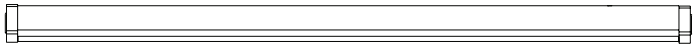
Decorative Indoor

LED Wrap

Linear Flush Mount

LINEAR LED







Specifications

	2′	4′
Width:	5-1/2 (14.0)	5-1/2 (14.0)
Length:	24-1/2 (62.2)	47-2/5 (120.4)
Depth:	2-3/5 (6.6)	2-3/5 (6.6)
Weight:	2.5 lbs (1.0 kg)	5.0 lbs (2.3 kg)

All dimensions are inches (centimeters) unless otherwise indicated.

ORDERING INFORMATION

For shortest lead times, configure product using **bolded options.**

Example: FMLWL 48 840

Series [1]	CRI	Color temperature
FMLWL 24 2' LED wrap	**8** >80	**40** 4000 K
FMLWL 48 4' LED wrap		**35** 3500 K [2]
		30 3000 K
		27 2700 K [2]

Replacement parts	
DFMLWL24	2' white acrylic diffuser
DFMLWL48	4' white acrylic diffuser

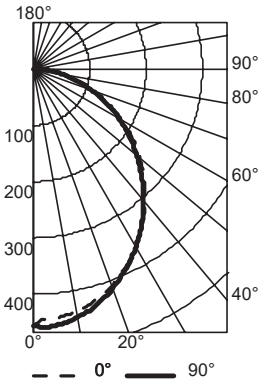
Notes

1 Use with non-dimmable switches only.

2 Non-stock color temperature for 2' fixture. 90-day lead time; minimum 50 order quantity.

PHOTOMETRICS

FMLWL 24 840, 1,200 delivered lumens,test no. LTL25857, tested in accordance to IESNA LM-79.



CP Summary

	0°	90
0°	455	455
5°	444	457
15°	425	434
25°	388	390
35°	338	336
45°	278	272
55°	215	208
65°	146	142
75°	77	80
85°	16	29
90	1	14

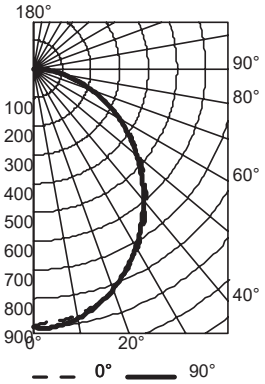
Coefficients of Utilization

	pf			20%					
	pc	80%			70%			50%	
RCR	pw	70%	50%	30%	50%	30%	10%	50%	30%	10%
	0	119	119	119	116	116	116	111	111	111
	1	109	104	99	101	98	94	97	94	91
	2	99	91	84	89	82	77	85	80	75
	3	90	80	72	78	70	64	75	68	63
	4	83	71	62	69	61	55	67	60	54
	5	76	63	54	62	54	47	60	52	47
	6	70	57	48	56	48	42	54	47	41
	7	65	52	43	51	43	37	49	42	36
	8	61	47	39	47	39	33	45	38	33
	9	57	43	35	43	35	30	42	34	29
	10	53	40	32	40	32	27	39	32	27

Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	344	28.4	28.4
0° - 40°	554	45.8	45.8
0° - 60°	952	78.7	78.7
0° - 90°	1202	99.3	99.3
90° - 120°	8	0.6	0.6
90° - 130°	8	0.7	0.7
90° - 150°	8	0.7	0.7
90° - 180°	8	0.7	0.7
0° - 180°	1210	100.0	100.0

FMLWL 48 840, 2,383 delivered lumens,test no. LTL25859, tested in accordance to IESNA LM-79.



CP Summary

	0°	90
0°	899	899
5°	884	901
15°	848	854
25°	775	768
35°	670	656
45°	550	534
55°	419	407
65°	286	280
75°	155	157
85°	34	59
90	2	30

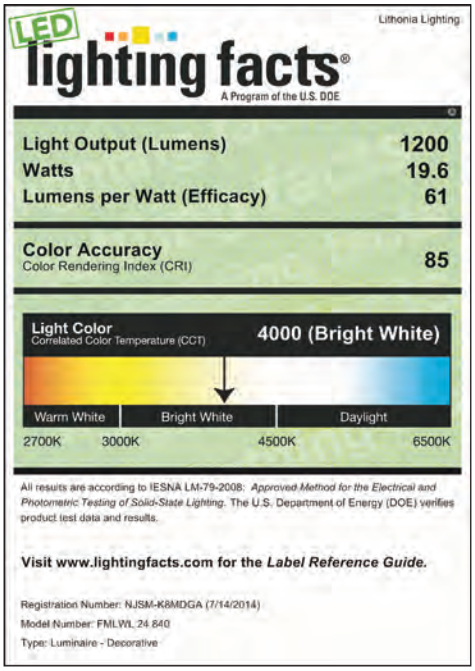
Coefficients of Utilization

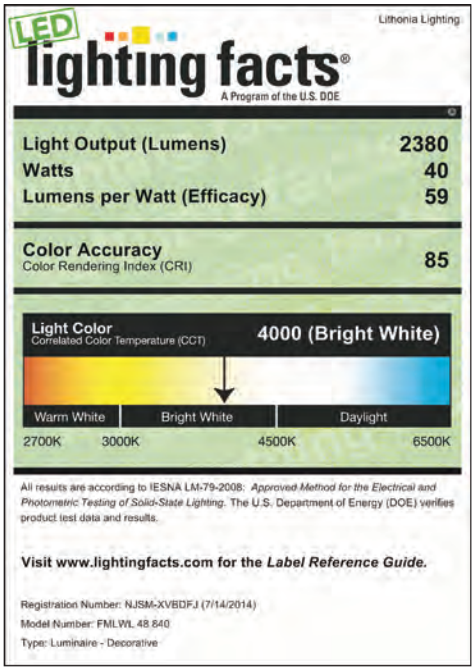
	pf			20%					
	pc	80%			70%			50%	
RCR	pw	70%	50%	30%	50%	30%	10%	50%	30%	10%
	0	119	119	119	116	116	116	111	111	111
	1	109	104	100	101	98	94	97	94	91
	2	99	91	84	89	82	77	85	80	75
	3	90	80	72	78	71	64	75	69	63
	4	83	71	62	69	61	55	67	60	54
	5	76	63	54	62	54	47	60	53	47
	6	70	57	48	56	48	42	54	47	41
	7	65	52	43	51	43	37	49	42	37
	8	61	47	39	47	39	33	45	38	33
	9	57	44	35	43	35	30	42	35	30
	10	53	40	32	40	32	27	39	32	27

Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	680	28.5	28.5
0° - 40°	1094	45.9	45.9
0° - 60°	1879	78.8	78.8
0° - 90°	2370	99.5	99.5
90° - 120°	12	0.5	0.5
90° - 130°	12	0.5	0.5
90° - 150°	12	0.5	0.5
90° - 180°	12	0.5	0.5
0° - 180°	2383	100.0	100.0

LIGHTING FACTS





LITHONIA LIGHTING®
An AcuityBrands Company
DECORATIVE INDOOR: One Lithonia Way Conyers, GA 30012 Phone: 800.748.5070 Fax: 770.860.3903 www.lithonia.com
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Trans Globe Lighting

41015







Outdoor Bulkhead

Width (in): 6.5

Height (in): 11

Depth (in): 5

Glass Type: Ribbed Frost

Bulb Type: Medium base

Number of Bulbs: 1

Wattage: 60

Finish Shown: Black, Rust, White

Available Finishes: Black (BK), Rust (RT), White (WH)

UL Listed: Wet

Country of Origin: China

Material: Metal, Glass, Electrical

- Multiple finishes available

Job Name:

Job Type:

Contact:

Fixture Location:

Quantity:

Additional Notes:

Shipping Box	Width	Height	Depth	Ship Wt	Method	Oversize	Case QTY
Ship QTY: 1 ea					Ground	No	
UPC: by finish		**Finish:**		**Warranty:** 1 year limited parts, repair, and replacement			

28104 Witherspoon Pkwy | Valencia, CA 91355
TEL (818) 768-5511 | FAX (818) 768-2326
www.tglighting.com

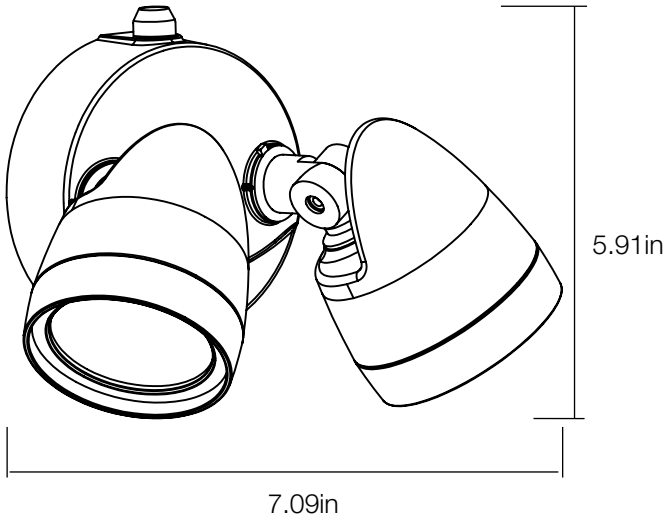
PRODUCT SPECIFICATIONS

2-Head Security Light with 1200-2400 Lumen Boost (Bronze/White)

Commercial Electric™

BronzE
Model# 51405191
SKU# 1004868374

WHITE
Model# 51405192
SKU# 1004868873



SPECIFICATIONS	BRONZE	WHITE
Model Number	51405191	51405192
SKU	1004868374	1004868873
OSMID	317994706	317994701
Power	28 W	
AC Voltage, Frequency	120V, 60 Hz	
Color Temp (nom.)	4000K	
Operation Temp	-40°F ~ 113°F	
CRI	80	
Lumen Output (min.)	1200 / 2400 lm	
Dimming	NO	
Lifetime Rating	L70/50000Hrs	
Efficacy	85.71 lm/watt	

PACKAGING	
Weight (±0.5 lb)	1.95 lbs
Size (L x W x H) (±0.1 in)	7.09in x 5.71in x 5.91in
Box Dimensions	8.11in x 5.91in x 6.93in
Gross Weight	2.29 lbs
UPC	Bronze: 849489073095 White: 849489073101

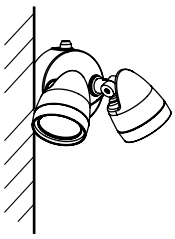
ADVANTAGES

- Lumen Boost Feature 1200 / 2400 Lumens
- 2 Head Security Light With Dust To Dawn Photocell
- Toolless Adjustability
- 4000K Bright White Light
- 50,000 Hours of Rated Life
- Durable All-Weather Construction

APPLICATIONS

Suitable for Wet Locations

WALL MOUNT



INCLUDED IN BOX

- Mounting Screw (long) (1)
- Mounting Screw (short) (2)
- Grounding Screw (green) (1)
- Rubber Plug (1)
- Wire Connector (3)
- Mounting Bracket (1)
- Foam Gasket (1)
- Rubber Cover (1)

Contact Information 1-877-527-0313 · WWW.HOMEDEPOT.COM

Job Name:	
Tag#	

Submittal Data Sheet

4MXS36RMVJUA

4 Port, 3-Ton Outdoor Heat Pump



Efficiency

	SEER	EER	HSPF	COP
Non-Ducted	17.7	9.2	12.2	3.89
Ducted	14	7.9	8.2	4.27
Mixed	15.85	8.55	10.2	4.08

Performance

Cooling (Btu/hr)	
Rated	36,000
Operating Range	14°F – 115°F

Rated Cooling Conditions: Indoor: 80°F DB/67°F WB
Outdoor: 95°F DB/75°F WB

Heating (Btu/hr)	
Rated	36,000
Operating Range	5°F – 60°F

Rated Heating Conditions: Indoor: 70°F DB/60°F WB
Outdoor: 47°F DB/43°F WB

* 12 YEAR PARTS LIMITED WARRANTY

Complete warranty details available from your local dealer or at www.daikincomfort.com. To receive the 12-Year Parts Limited Warranty, online registration must be completed within 60 days of installation. Online registration is not required in California or Quebec. *If product is installed in a commercial application, limited warranty period is 5 years.*

Electrical

	208/60/1	230/60/1
System MCA	23.9	23.9
System MFA	25	25
Compressor RLA	17.5	17.5
Outdoor fan motor FLA	.42	.42
Outdoor fan motor W	122	122

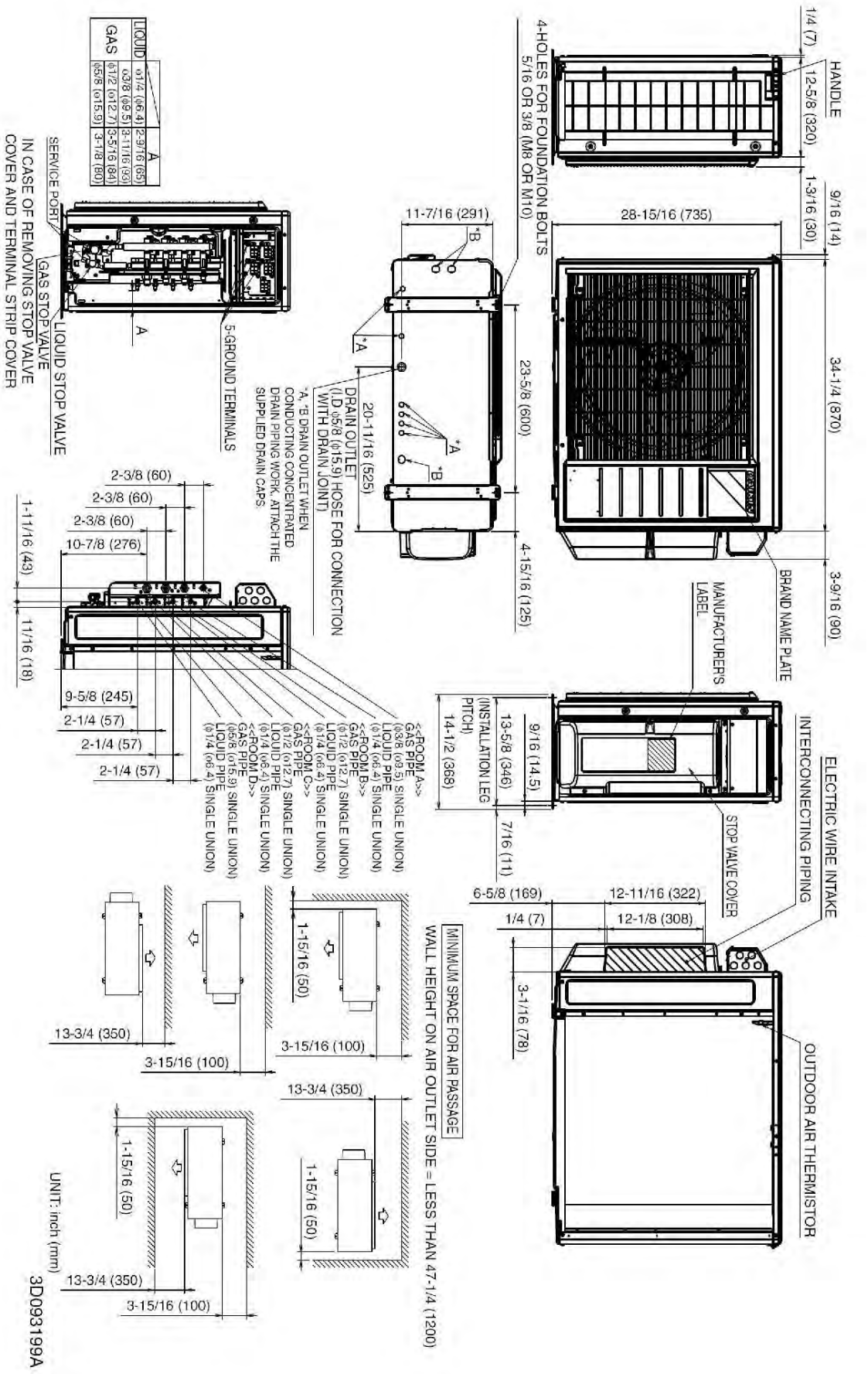
MFA: Max. fuse amps **MCA**: Min. circuit amps (A) **FLA**: Full load amps (A)
RLA: Rated load amps (A) **W**: Fan motor rated output (W)

Outdoor Specifications

Compressor	Hermetically Sealed Swing Type			
Refrigerant	R-410A			
Factory Charge (Lbs)	6.17			
Refrigerant Oil	PVE (FVC50K)			
Airflow Rate (cfm)	**Cooling**		**Heating**	
	H	2,613	**H**	2,351
	M	2,440	**M**	2,210
	L	1,727	**L**	1,119
Sound Pressure Level (dBA)	54 / 56			
Dimensions (H × W × D) (in)	28-15/16 × 34-1/4 × 12-5/8			
Weight (Lbs)	139			

Piping

Liquid (in)	¼ x 4
Gas (in)	3/8 x 1, ½ x 2, 5/8 x 1
Drain (in)	11/16
Max. System Piping Length (ft)	230
Max. Interunit Piping Length (ft)	82
Max. Height Difference – IDU to ODU (ft)	49.25
Max. Height Difference – IDU to IDU (ft)	24.625
Chargeless (ft)	131.6
Additional Charge of Refrigerant (oz/ft)	.21


HANDLE
1/4 (7)
12-5/8 (320)
1-3/16 (30)
9/16 (14)
28-15/16 (735)
34-1/4 (870)
3-9/16 (90)
4-HOLES FOR FOUNDATION BOLTS
5/16 OR 3/8 (M8 OR M10)
11-7/16 (291)
23-5/8 (600)
4-15/16 (125)
20-11/16 (525)
DRAIN OUTLET
(I.D. ø5/8 (ø15.9) HOSE FOR CONNECTION
WITH DRAIN JOINT)
*A, *B DRAIN OUTLET WHEN
CONDUCTING CONCENTRATED
DRAIN PIPING WORK, ATTACH THE
SUPPLIED DRAIN CAPS
BRAND NAME PLATE
MANUFACTURER'S
LABEL
ELECTRIC WIRE INTAKE
INTERCONNECTING PIPING
STOP VALVE COVER
OUTDOOR AIR THERMISTOR
LIQUID
GAS
A
ø3/4 (ø6.4)
ø3/8 (ø9.5)
ø1/2 (ø12.7)
ø5/8 (ø15.9)
2-9/16 (65)
3-1/16 (93)
3-5/16 (84)
3-1/8 (80)
SERVICE PORT
GAS STOP VALVE
LIQUID STOP VALVE
IN CASE OF REMOVING STOP VALVE
COVER AND TERMINAL STRIP COVER
5-GROUND TERMINALS
2-3/8 (60)
2-3/8 (60)
2-3/8 (60)
10-7/8 (276)
1-11/16 (43)
11/16 (18)
9-5/8 (245)
2-1/4 (57)
2-1/4 (57)
2-1/4 (57)
<<ROOM A>>
GAS PIPE
(ø3/8 (ø9.5) SINGLE UNION)
LIQUID PIPE
(ø1/4 (ø6.4) SINGLE UNION)
<<ROOM B>>
GAS PIPE
(ø1/2 (ø12.7) SINGLE UNION)
LIQUID PIPE
(ø1/4 (ø6.4) SINGLE UNION)
<<ROOM C>>
GAS PIPE
(ø1/2 (ø12.7) SINGLE UNION)
LIQUID PIPE
(ø1/4 (ø6.4) SINGLE UNION)
<<ROOM D>>
GAS PIPE
(ø5/8 (ø15.9) SINGLE UNION)
LIQUID PIPE
(ø1/4 (ø6.4) SINGLE UNION)
(INSTALLATION LEG
PITCH)
14-1/2 (368)
13-5/8 (346)
9/16 (14.5)
7/16 (11)
6-5/8 (169)
1/4 (7)
12-11/16 (322)
12-1/8 (308)
3-1/16 (78)
MINIMUM SPACE FOR AIR PASSAGE
WALL HEIGHT ON AIR OUTLET SIDE = LESS THAN 47-1/4 (1200)
1-15/16 (50)
3-15/16 (100)
13-3/4 (350)
3-15/16 (100)
13-3/4 (350)
1-15/16 (50)
1-15/16 (50)
13-3/4 (350)
3-15/16 (100)
UNIT: inch (mm)
3D093199A

Included	Part Number	Description
	DACA-WB-3	Mounting Bracket
	KEH063A4E	Drain Pan Heater 2/3/4MXS & 2/3MXL
	KPW063B4	Air Adjustment Grille
	KKG063A42	Back protection wire net
	KKG063A43	Side protection wire net
	KPS063A41	Snow hood (intake side plate)
	KPS063A44	Snow hood (intake rear plate)
	KPS063A47	Snow hood (outlet)

Non- Ducted, 60 Hz, 208-230V

Combination of indoor unit	Cooling Capacity of each indoor unit Heating Capacity of each indoor unit Each Capacity				Total Indoor Unit Capacity	
	A room	B room	C room	D room	Rating	(min ~ max)
07	7.60	—	—	—	7.60	6.80 ~ 8.40
	8.80	—	—	—	8.80	8.30 ~ 9.70
09	9.80	—	—	—	9.80	6.90 ~ 10.80
	11.30	—	—	—	11.30	11.20 ~ 12.50
12	13.00	—	—	—	13.00	7.00 ~ 14.40
	15.00	—	—	—	15.00	11.10 ~ 16.70
15	16.30	—	—	—	16.30	8.20 ~ 18.00
	18.80	—	—	—	18.80	10.50 ~ 20.80
18	19.50	—	—	—	19.50	8.20 ~ 21.60
	22.50	—	—	—	22.50	10.50 ~ 25.00
24	26.00	—	—	—	26.00	8.60 ~ 28.80
	27.00	—	—	—	27.00	10.30 ~ 34.40
07+07	7.60	7.60	—	—	15.20	8.20 ~ 16.80
	8.75	8.75	—	—	17.50	10.40 ~ 19.40
07+09	7.69	9.61	—	—	17.30	8.30 ~ 19.20
	8.89	11.11	—	—	20.00	10.30 ~ 22.20
07+12	7.49	13.11	—	—	20.60	8.30 ~ 22.80
	8.47	14.83	—	—	23.30	10.20 ~ 26.60
07+15	6.80	17.00	—	—	23.80	9.30 ~ 26.40
	7.29	18.21	—	—	25.50	9.80 ~ 31.30
07+18	6.70	20.10	—	—	26.80	9.30 ~ 30.00
	6.95	20.85	—	—	27.80	9.70 ~ 36.00
07+24	6.99	24.81	—	—	31.80	9.60 ~ 34.40
	7.10	25.20	—	—	32.30	9.60 ~ 39.80
09+09	9.75	9.75	—	—	19.50	8.30 ~ 21.60
	11.25	11.25	—	—	22.50	10.20 ~ 25.00
09+12	9.50	13.30	—	—	22.80	8.40 ~ 25.20
	10.33	14.47	—	—	24.80	10.10 ~ 29.70
09+15	8.67	17.33	—	—	26.00	9.30 ~ 28.80
	9.00	18.00	—	—	27.00	9.70 ~ 34.40
09+18	8.38	20.12	—	—	28.50	9.30 ~ 31.50
	8.62	20.68	—	—	29.30	9.70 ~ 37.30
09+24	8.72	24.78	—	—	33.50	9.60 ~ 35.80
	8.80	25.00	—	—	33.80	9.60 ~ 41.10
12+12	13.00	13.00	—	—	26.00	8.50 ~ 28.80
	13.50	13.50	—	—	27.00	10.00 ~ 34.40
12+15	11.74	16.76	—	—	28.50	9.40 ~ 31.50
	12.06	17.24	—	—	29.30	9.60 ~ 37.30
12+18	11.42	19.58	—	—	31.00	9.40 ~ 33.60
	11.61	19.89	—	—	31.50	9.60 ~ 39.20
12+24	11.89	24.11	—	—	36.00	9.70 ~ 38.00
	11.89	24.11	—	—	36.00	9.50 ~ 43.00
15+15	15.50	15.50	—	—	31.00	10.00 ~ 33.60
	15.75	15.75	—	—	31.50	9.30 ~ 39.20
15+18	15.23	18.27	—	—	33.50	10.00 ~ 35.80
	15.36	18.44	—	—	33.80	9.30 ~ 41.10
15+24	14.88	21.12	—	—	36.00	10.20 ~ 38.00
	14.88	21.12	—	—	36.00	9.20 ~ 43.00
18+18	18.00	18.00	—	—	36.00	10.00 ~ 38.00
	18.00	18.00	—	—	36.00	9.30 ~ 43.00
18+24	16.49	19.51	—	—	36.00	10.20 ~ 38.00
	16.49	19.51	—	—	36.00	9.20 ~ 43.00
24+24	18.00	18.00	—	—	36.00	10.30 ~ 38.00
	18.00	18.00	—	—	36.00	8.60 ~ 36.50
07+07+07	7.60	7.60	7.60	—	22.80	9.20 ~ 25.20
	8.27	8.27	8.27	—	24.80	9.60 ~ 29.70
07+07+09	7.66	7.66	9.58	—	24.90	9.30 ~ 27.60
	8.09	8.09	10.12	—	26.30	9.60 ~ 32.90
07+07+12	7.39	7.39	12.92	—	27.70	9.40 ~ 30.70
	7.60	7.60	13.30	—	28.50	9.50 ~ 36.60
07+07+15	6.71	6.71	16.78	—	30.20	10.00 ~ 32.90
	6.84	6.84	17.10	—	30.80	9.20 ~ 38.50
07+07+18	6.54	6.54	19.62	—	32.70	10.00 ~ 35.10
	6.60	6.60	19.80	—	33.00	9.20 ~ 40.50
07+07+24	6.49	6.49	23.02	—	36.00	10.20 ~ 38.00
	6.49	6.49	23.03	—	36.00	9.20 ~ 43.00

Combination of indoor unit	Cooling Capacity of each indoor unit Heating Capacity of each indoor unit					
	Each Capacity				Total Indoor Unit Capacity	
	A room	B room	C room	D room	Rating	(min ~ max)
07+09+09	7.66	9.57	9.57	—	26.80	9.40 ~ 30.00
	7.93	9.93	9.93	—	27.80	9.50 ~ 36.00
07+09+12	7.33	9.16	12.81	—	29.30	9.40 ~ 32.20
	7.50	9.38	13.13	—	30.00	9.50 ~ 37.90
07+09+15	6.69	8.37	16.74	—	31.80	10.00 ~ 34.40
	6.80	8.50	17.00	—	32.30	9.20 ~ 39.80
07+09+18	6.53	8.17	19.60	—	34.30	10.00 ~ 36.50
	6.57	8.21	19.71	—	34.50	9.20 ~ 41.70
07+09+24	6.21	7.76	22.03	—	36.00	10.20 ~ 38.00
	6.21	7.76	22.03	—	36.00	9.10 ~ 43.00
07+12+12	7.07	12.37	12.37	—	31.80	9.50 ~ 34.40
	7.19	12.56	12.56	—	32.30	9.40 ~ 39.80
07+12+15	6.53	11.43	16.33	—	34.30	10.00 ~ 36.50
	6.57	11.50	16.42	—	34.50	9.20 ~ 41.70
07+12+18	6.26	10.96	18.78	—	36.00	10.10 ~ 38.00
	6.26	10.96	18.78	—	36.00	9.20 ~ 43.00
07+12+24	5.71	10.00	20.29	—	36.00	10.20 ~ 38.00
	5.71	10.00	20.29	—	36.00	9.10 ~ 43.00
07+15+15	6.01	15.00	15.00	—	36.00	10.40 ~ 38.00
	5.99	15.00	15.00	—	36.00	9.00 ~ 43.00
07+15+18	5.54	13.85	16.61	—	36.00	10.40 ~ 38.00
	5.54	13.85	16.62	—	36.00	9.00 ~ 43.00
07+18+18	5.14	15.43	15.43	—	36.00	10.40 ~ 38.00
	5.14	15.43	15.43	—	36.00	9.00 ~ 43.00
09+09+09	9.50	9.50	9.50	—	28.50	9.40 ~ 31.50
	9.77	9.77	9.77	—	29.30	9.50 ~ 37.30
09+09+12	9.12	9.12	12.77	—	31.00	9.50 ~ 33.60
	9.26	9.26	12.97	—	31.50	9.40 ~ 39.20
09+09+15	8.38	8.38	16.75	—	33.50	10.00 ~ 35.80
	8.45	8.45	16.89	—	33.80	9.20 ~ 41.10
09+09+18	8.18	8.18	19.65	—	36.00	10.10 ~ 38.00
	8.18	8.18	19.63	—	36.00	9.20 ~ 43.00
09+09+24	7.44	7.44	21.13	—	36.00	10.20 ~ 38.00
	7.44	7.44	21.11	—	36.00	9.10 ~ 43.00
09+12+12	8.82	12.34	12.34	—	33.50	9.50 ~ 35.80
	8.88	12.45	12.45	—	33.80	9.40 ~ 41.10
09+12+15	8.18	11.45	16.36	—	36.00	10.10 ~ 38.00
	8.18	11.45	16.36	—	36.00	9.10 ~ 43.00
09+12+18	7.50	10.50	18.00	—	36.00	10.10 ~ 38.00
	7.50	10.50	18.00	—	36.00	9.10 ~ 43.00
09+12+24	6.87	9.62	19.51	—	36.00	10.20 ~ 38.00
	6.87	9.62	19.51	—	36.00	9.10 ~ 43.00
09+15+15	7.20	14.40	14.40	—	36.00	10.40 ~ 38.00
	7.20	14.40	14.40	—	36.00	9.00 ~ 43.00
09+15+18	6.67	13.33	16.00	—	36.00	10.40 ~ 38.00
	6.67	13.33	16.00	—	36.00	9.00 ~ 43.00
09+15+24	6.16	12.33	17.51	—	36.00	10.40 ~ 38.00
	6.16	12.33	17.51	—	36.00	9.00 ~ 43.00
09+18+18	6.21	14.90	14.90	—	36.00	10.40 ~ 38.00
	6.22	14.90	14.90	—	36.00	9.00 ~ 43.00
12+12+12	12.00	12.00	12.00	—	36.00	9.60 ~ 38.00
	12.00	12.00	12.00	—	36.00	9.30 ~ 43.00
12+12+15	10.50	10.50	15.01	—	36.00	10.10 ~ 38.00
	10.50	10.50	15.00	—	36.00	9.10 ~ 43.00
12+12+18	9.69	9.69	16.62	—	36.00	10.10 ~ 38.00
	9.69	9.69	16.62	—	36.00	9.10 ~ 43.00
12+12+24	8.94	8.94	18.13	—	36.00	10.10 ~ 38.00
	8.94	8.94	18.13	—	36.00	9.00 ~ 43.00
12+15+15	9.33	13.33	13.33	—	36.00	10.40 ~ 38.00
	9.33	13.33	13.33	—	36.00	9.00 ~ 43.00
12+15+18	8.69	12.41	14.90	—	36.00	10.40 ~ 38.00
	8.69	12.41	14.90	—	36.00	9.00 ~ 43.00
12+18+18	8.13	13.94	13.94	—	36.00	10.40 ~ 38.00
	8.13	13.94	13.94	—	36.00	9.00 ~ 43.00
15+15+15	12.00	12.00	12.00	—	36.00	10.40 ~ 38.00
	12.00	12.00	12.00	—	36.00	9.00 ~ 43.00

Combination of indoor unit	Cooling Capacity of each indoor unit Heating Capacity of each indoor unit					
	Each Capacity				Total Indoor Unit Capacity	
	A room	B room	C room	D room	Rating	(min ~ max)
15+15+18	11.25	11.25	13.50	—	36.00	10.40 ~ 38.00
	11.25	11.25	13.50	—	36.00	9.00 ~ 43.00
07+07+07+07	7.33	7.33	7.33	7.33	29.30	10.00 ~ 32.20
	7.50	7.50	7.50	7.50	30.00	9.20 ~ 37.90
07+07+07+09	7.29	7.29	7.29	9.12	31.00	10.00 ~ 33.60
	7.41	7.41	7.41	9.27	31.50	9.10 ~ 39.20
07+07+07+12	7.05	7.05	7.05	12.34	33.50	10.00 ~ 35.80
	7.12	7.12	7.12	12.45	33.80	9.10 ~ 41.10
07+07+07+15	6.55	6.55	6.55	16.36	36.00	10.40 ~ 38.00
	6.55	6.55	6.55	16.35	36.00	9.00 ~ 43.00
07+07+07+18	6.00	6.00	6.00	18.00	36.00	10.40 ~ 38.00
	6.00	6.00	6.00	18.01	36.00	9.00 ~ 43.00
07+07+07+24	5.50	5.50	5.50	19.51	36.00	10.40 ~ 38.00
	5.50	5.50	5.50	19.52	36.00	9.00 ~ 43.00
07+07+09+09	7.27	7.27	9.08	9.08	32.70	10.00 ~ 35.10
	7.33	7.33	9.17	9.17	33.00	9.10 ~ 40.50
07+07+09+12	7.04	7.04	8.80	12.32	35.20	10.10 ~ 37.30
	7.06	7.06	8.83	12.35	35.30	9.10 ~ 42.40
07+07+09+15	6.26	6.26	7.83	15.65	36.00	10.40 ~ 38.00
	6.26	6.26	7.83	15.66	36.00	9.00 ~ 43.00
07+07+09+18	5.76	5.76	7.19	17.28	36.00	10.40 ~ 38.00
	5.76	5.76	7.20	17.29	36.00	9.00 ~ 43.00
07+07+09+24	5.29	5.29	6.61	18.79	36.00	10.40 ~ 38.00
	5.29	5.29	6.61	18.79	36.00	9.00 ~ 43.00
07+07+12+12	6.55	6.55	11.45	11.45	36.00	10.10 ~ 38.00
	6.55	6.55	11.45	11.45	36.00	9.10 ~ 43.00
07+07+12+15	5.76	5.76	10.07	14.40	36.00	10.40 ~ 38.00
	5.76	5.76	10.08	14.41	36.00	9.00 ~ 43.00
07+07+12+18	5.33	5.33	9.33	16.00	36.00	10.40 ~ 38.00
	5.33	5.33	9.33	16.00	36.00	9.00 ~ 43.00
07+07+15+15	5.14	5.14	12.86	12.86	36.00	10.40 ~ 38.00
	5.14	5.14	12.86	12.86	36.00	9.00 ~ 43.00
07+07+15+18	4.80	4.80	12.00	14.40	36.00	10.40 ~ 38.00
	4.80	4.80	12.00	14.40	36.00	9.00 ~ 43.00
07+09+09+09	7.23	9.03	9.03	9.03	34.30	10.10 ~ 36.50
	7.27	9.08	9.08	9.08	34.50	9.10 ~ 41.70
07+09+09+12	6.87	8.57	8.57	12.00	36.00	10.10 ~ 38.00
	6.86	8.57	8.57	12.00	36.00	9.10 ~ 43.00
07+09+09+15	6.00	7.50	7.50	15.00	36.00	10.40 ~ 38.00
	6.00	7.50	7.50	15.00	36.00	9.00 ~ 43.00
07+09+09+18	5.54	6.92	6.92	16.62	36.00	10.40 ~ 38.00
	5.54	6.92	6.92	16.63	36.00	9.00 ~ 43.00
07+09+12+12	6.26	7.83	10.97	10.96	36.00	10.10 ~ 38.00
	6.26	7.83	10.96	10.96	36.00	9.00 ~ 43.00
07+09+12+15	5.54	6.92	9.69	13.85	36.00	10.40 ~ 38.00
	5.54	6.92	9.69	13.85	36.00	9.00 ~ 43.00
07+09+12+18	5.14	6.43	9.00	15.43	36.00	10.40 ~ 38.00
	5.14	6.43	9.00	15.43	36.00	9.00 ~ 43.00
07+09+15+15	4.97	6.21	12.42	12.41	36.00	10.40 ~ 38.00
	4.97	6.21	12.42	12.41	36.00	9.00 ~ 43.00
07+12+12+12	5.75	10.08	10.08	10.08	36.00	10.20 ~ 38.00
	5.77	10.08	10.08	10.08	36.00	9.00 ~ 43.00
07+12+12+15	5.14	9.00	9.00	12.86	36.00	10.40 ~ 38.00
	5.14	9.00	9.00	12.86	36.00	9.00 ~ 43.00
09+09+09+09	9.00	9.00	9.00	9.00	36.00	10.10 ~ 38.00
	9.00	9.00	9.00	9.00	36.00	9.10 ~ 43.00
09+09+09+12	8.18	8.18	8.18	11.45	36.00	10.10 ~ 38.00
	8.18	8.18	8.18	11.45	36.00	9.00 ~ 43.00
09+09+09+15	7.20	7.20	7.20	14.40	36.00	10.40 ~ 38.00
	7.20	7.20	7.20	14.40	36.00	9.00 ~ 43.00
09+09+09+18	6.67	6.67	6.67	16.00	36.00	10.40 ~ 38.00
	6.67	6.67	6.67	16.01	36.00	9.00 ~ 43.00
09+09+12+12	7.50	7.50	10.50	10.50	36.00	10.20 ~ 38.00
	7.50	7.50	10.50	10.50	36.00	9.00 ~ 43.00
09+09+12+15	6.67	6.67	9.34	13.33	36.00	10.40 ~ 38.00
	6.67	6.67	9.33	13.34	36.00	9.00 ~ 43.00

4MXS36RMVJUA Capacity Tables

Combination of indoor unit	Cooling Capacity of each indoor unit Heating Capacity of each indoor unit					
	Each Capacity				Total Indoor Unit Capacity	
	A room	B room	C room	D room	Rating	(min ~ max)
09+09+12+18	6.21	6.21	8.70	14.90	36.00	10.40 ~ 38.00
	6.21	6.21	8.70	14.90	36.00	9.00 ~ 43.00
09+09+15+15	6.00	6.00	12.00	12.00	36.00	10.40 ~ 38.00
	6.00	6.00	12.00	12.00	36.00	9.00 ~ 42.95
09+12+12+12	6.93	9.69	9.69	9.69	36.00	10.20 ~ 38.00
	6.91	9.69	9.69	9.69	36.00	9.00 ~ 43.00
09+12+12+15	6.21	8.69	8.69	12.41	36.00	10.40 ~ 38.00
	6.21	8.69	8.69	12.41	36.00	9.00 ~ 43.00
12+12+12+12	9.00	9.00	9.00	9.00	36.00	10.20 ~ 38.00
	9.00	9.00	9.00	9.00	36.00	9.00 ~ 43.00

Ducted, 60 Hz, 208-230V

Combination of indoor unit	Cooling Capacity of each indoor unit Heating Capacity of each indoor unit					
	Each Capacity				Total Indoor Unit Capacity	
	A room	B room	C room	D room	Rating	(min ~ max)
09	9.40	—	—	—	9.40	6.70 ~ 9.40
	10.70	—	—	—	10.70	10.60 ~ 12.50
12	12.50	—	—	—	12.50	6.70 ~ 12.50
	14.30	—	—	—	14.30	11.60 ~ 16.70
15	15.60	—	—	—	15.60	7.50 ~ 15.60
	17.00	—	—	—	17.00	11.20 ~ 20.80
18	18.80	—	—	—	18.80	7.50 ~ 18.80
	19.70	—	—	—	19.70	11.20 ~ 25.00
24	25.00	—	—	—	25.00	7.80 ~ 25.00
	25.00	—	—	—	25.00	11.10 ~ 29.70
09+09	9.40	9.40	—	—	18.80	8.10 ~ 18.80
	11.05	11.05	—	—	22.10	10.80 ~ 25.00
09+12	9.12	12.78	—	—	21.90	8.10 ~ 21.90
	9.29	13.00	—	—	22.30	10.80 ~ 27.30
09+15	8.33	16.67	—	—	25.00	8.70 ~ 25.00
	8.33	16.67	—	—	25.00	10.50 ~ 30.80
09+18	7.79	18.71	—	—	26.50	8.70 ~ 27.00
	7.79	18.71	—	—	26.50	10.50 ~ 32.00
09+24	7.68	21.82	—	—	29.50	8.90 ~ 31.00
	7.68	21.82	—	—	29.50	10.40 ~ 36.00
12+12	12.50	12.50	—	—	25.00	8.10 ~ 25.00
	15.90	15.90	—	—	31.80	10.80 ~ 31.80
12+15	10.91	15.59	—	—	26.50	8.70 ~ 27.00
	10.91	15.59	—	—	26.50	10.50 ~ 32.00
12+18	10.32	17.68	—	—	28.00	8.70 ~ 29.00
	10.32	17.68	—	—	28.00	10.50 ~ 34.00
12+24	10.24	20.76	—	—	31.00	8.90 ~ 33.00
	10.24	20.76	—	—	31.00	10.40 ~ 38.00
15+15	14.00	14.00	—	—	28.00	9.20 ~ 29.00
	14.00	14.00	—	—	28.00	10.20 ~ 34.00
15+18	13.41	16.09	—	—	29.50	9.20 ~ 31.00
	13.41	16.09	—	—	29.50	10.20 ~ 36.00
15+24	12.93	18.37	—	—	31.30	9.40 ~ 33.30
	12.93	18.37	—	—	31.30	10.10 ~ 38.00
18+18	15.50	15.50	—	—	31.00	9.20 ~ 33.00
	15.50	15.50	—	—	31.00	10.20 ~ 38.00
18+24	14.52	17.18	—	—	31.70	9.40 ~ 33.50
	14.43	17.07	—	—	31.50	10.10 ~ 38.00
24+24	16.15	16.15	—	—	32.30	9.50 ~ 34.00
	16.00	16.00	—	—	32.00	9.50 ~ 35.60
09+09+09	8.83	8.83	8.83	—	26.50	9.10 ~ 27.00
	8.83	8.83	8.83	—	26.50	10.10 ~ 32.00
09+09+12	8.24	8.24	11.53	—	28.00	9.10 ~ 29.00
	8.24	8.24	11.52	—	28.00	10.10 ~ 34.00
09+09+15	7.38	7.38	14.75	—	29.50	9.60 ~ 31.00
	7.38	7.38	14.75	—	29.50	9.90 ~ 36.00
09+09+18	7.05	7.05	16.92	—	31.00	9.60 ~ 33.00
	7.05	7.05	16.91	—	31.00	9.90 ~ 38.00
09+09+24	6.55	6.55	18.61	—	31.70	9.70 ~ 33.50
	6.51	6.51	18.48	—	31.50	9.80 ~ 38.00
09+12+12	7.76	10.87	10.87	—	29.50	9.10 ~ 31.00
	7.77	10.87	10.87	—	29.50	10.10 ~ 36.00
09+12+15	7.05	9.86	14.09	—	31.00	9.60 ~ 33.00
	7.05	9.86	14.09	—	31.00	9.90 ~ 38.00
09+12+18	6.52	9.13	15.65	—	31.30	9.60 ~ 33.30
	6.52	9.13	15.65	—	31.30	9.90 ~ 38.00
09+12+24	6.11	8.55	17.34	—	32.00	9.70 ~ 33.80
	6.07	8.50	17.24	—	31.80	9.80 ~ 38.00
09+15+15	6.26	12.52	12.52	—	31.30	9.90 ~ 33.30
	6.26	12.52	12.52	—	31.30	9.70 ~ 38.00
09+15+18	5.87	11.74	14.09	—	31.70	9.90 ~ 33.50
	5.83	11.67	14.00	—	31.50	9.70 ~ 38.00
09+15+24	5.53	11.06	15.71	—	32.30	10.00 ~ 34.00
	5.48	10.96	15.56	—	32.00	9.60 ~ 38.00
09+18+18	5.52	13.24	13.24	—	32.00	9.90 ~ 33.80
	5.48	13.16	13.16	—	31.80	9.70 ~ 38.00

4MXS36RMVJUA Capacity Tables

Combination of indoor unit	Cooling Capacity of each indoor unit / Heating Capacity of each indoor unit					
	Each Capacity				Total Indoor Unit Capacity	
	A room	B room	C room	D room	Rating	(min ~ max)
12+12+12	10.33	10.33	10.33	—	31.00	9.10 ~ 33.00
	10.33	10.33	10.33	—	31.00	10.10 ~ 38.00
12+12+15	9.13	9.13	13.04	—	31.30	9.60 ~ 33.30
	9.13	9.13	13.04	—	31.30	9.90 ~ 38.00
12+12+18	8.53	8.53	14.62	—	31.70	9.60 ~ 33.50
	8.48	8.48	14.55	—	31.50	9.90 ~ 38.00
12+12+24	8.02	8.02	16.25	—	32.30	9.60 ~ 34.00
	7.94	7.94	16.10	—	32.00	9.60 ~ 38.00
12+15+15	8.21	11.74	11.74	—	31.70	9.90 ~ 33.50
	8.17	11.67	11.67	—	31.50	9.70 ~ 38.00
12+15+18	7.72	11.03	13.24	—	32.00	9.90 ~ 33.80
	7.68	10.97	13.16	—	31.80	9.70 ~ 38.00
12+18+18	7.28	12.50	12.50	—	32.30	9.90 ~ 34.00
	7.22	12.39	12.39	—	32.00	9.70 ~ 38.00
15+15+15	10.67	10.67	10.67	—	32.00	10.10 ~ 33.80
	10.60	10.60	10.60	—	31.80	9.50 ~ 38.00
15+15+18	10.09	10.09	12.10	—	32.30	10.10 ~ 34.00
	10.00	10.00	11.99	—	32.00	9.50 ~ 38.00
09+09+09+09	7.75	7.75	7.75	7.75	31.00	9.90 ~ 32.98
	7.75	7.75	7.75	7.75	31.00	9.60 ~ 38.00
09+09+09+12	7.11	7.11	7.11	9.96	31.30	9.90 ~ 33.30
	7.11	7.11	7.11	9.97	31.30	9.60 ~ 38.00
09+09+09+15	6.34	6.34	6.34	12.68	31.70	10.10 ~ 33.50
	6.30	6.30	6.30	12.60	31.50	9.40 ~ 38.00
09+09+09+18	5.93	5.93	5.93	14.22	32.00	10.10 ~ 33.80
	5.89	5.89	5.89	14.12	31.80	9.40 ~ 38.00
09+09+12+12	6.60	6.60	9.25	9.25	31.70	9.90 ~ 33.50
	6.56	6.56	9.19	9.19	31.50	9.60 ~ 38.00
09+09+12+15	5.93	5.93	8.29	11.85	32.00	10.10 ~ 33.80
	5.89	5.89	8.24	11.78	31.80	9.40 ~ 38.00
09+09+12+18	5.57	5.57	7.79	13.37	32.30	10.10 ~ 34.00
	5.52	5.52	7.71	13.24	32.00	9.40 ~ 38.00
09+09+15+15	5.38	5.38	10.77	10.77	32.30	10.30 ~ 34.00
	5.33	5.33	10.67	10.67	32.00	9.30 ~ 38.00
09+12+12+12	6.16	8.62	8.62	8.62	32.00	9.90 ~ 33.80
	6.12	8.56	8.56	8.56	31.80	9.60 ~ 38.00
09+12+12+15	5.57	7.80	7.80	11.14	32.30	10.10 ~ 34.00
	5.52	7.72	7.72	11.03	32.00	9.40 ~ 38.00
12+12+12+12	8.08	8.08	8.08	8.08	32.30	9.90 ~ 34.00
	8.00	8.00	8.00	8.00	32.00	9.60 ~ 38.00

NuTone®

Architectural & Engineering Specifications
August 2006

Ceiling/Wall Blower

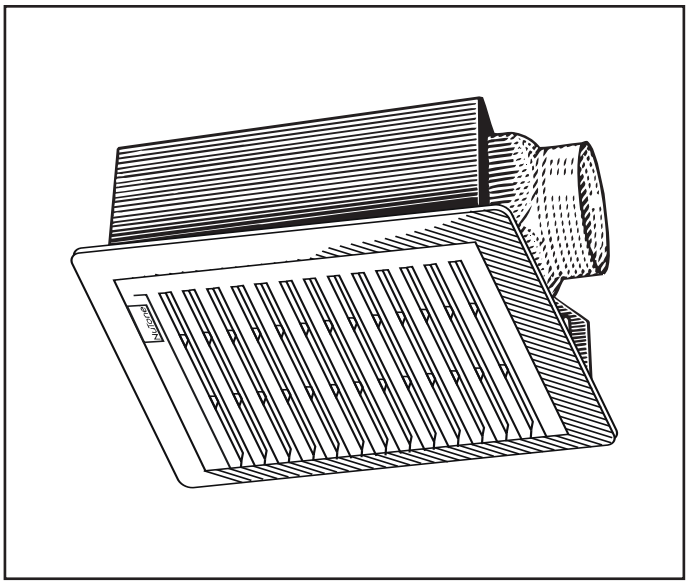
MODELS: 696N

DESCRIPTION

- For baths up to 45 sq. ft., other rooms up to 60 sq. ft.
- Installs in ceiling or 2" x 4" wall studs.
- Mounts on either 16" or 24" O.C. joist or stud.
- Discharge is through 3" round duct through roof or wall.
- Sturdy mounting brackets of double metal thickness slotted on housing for vertical mounting adjustments.
- Extra large outlet box area.
- Efficient impeller blower wheel.
- Attractive white polymeric grille with torsion springs to adjust for thickness variances in ceiling or wall.
- Polypropylene weather damper.
- Refer to NuTone's catalog for a complete listing of accessories to effectively adapt this Bathroom Fan to your construction requirements.

DESIGN FEATURES

Air Delivery:	50 CFM at 0.10" S.P.
Sound Level:	4.0 Sones.
Dimensions:	**Housing:** 7½" long x 7¼" wide x 3⅝" high. **Grille:** 9⅛" long x 8¾" wide x ½" thick.
Material & Finish:	**Housing:** Galvanized steel. **Grille:** Engineered Resin.
Motor:	Shaded pole, thermally protected, 120vAC, 60 Hz, .9 amp.
Blower Wheel:	One-piece polypropylene.
Duct Size:	3" diameter.



ARCHITECT'S SPECIFICATIONS

Exhaust Fan shall be NuTone Model Number 696N as manufactured by NuTone according to listed specifications. Fan shall ventilate 50 CFM at 0.10" S.P. at a sound level of 4.0 Sones. Housing shall be 7½" x 7¼" x 3⅝" and connect to 3" duct.

INSTALLATION

- Snap on plastic duct transition.
- Not for use in kitchens.
- Suitable for use over tub or shower enclosure when installed in a GFI protected branch circuit.
- Not for use with solid-state speed controls.
- Install in ceiling or 2" x 4" wall studs. “A” unit housing installed during rough-in stage of construction. Power unit assembly and grille are installed when ceiling or wall is finished.
- Torsion springs on grille adjust for thickness variances in ceiling or wall.
- Use a standard on-off toggle switch (purchased separately). Installation Instructions are included with each unit.

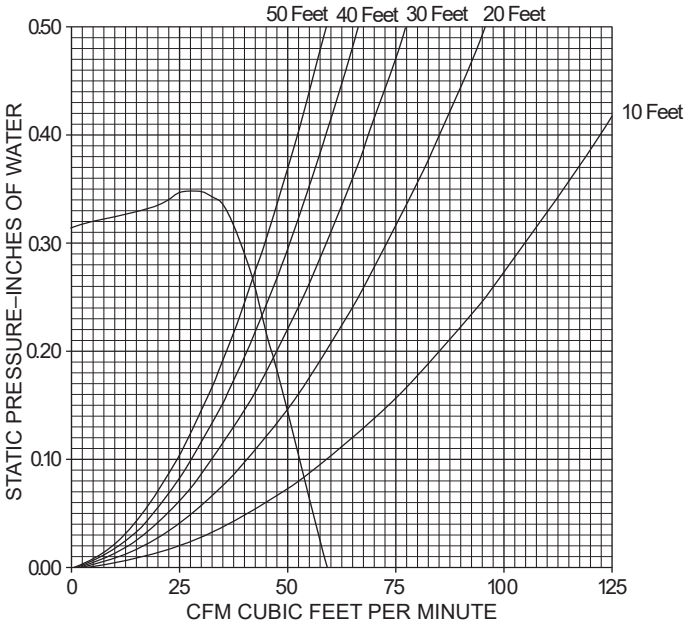
CERTIFIED TEST DATA

HVI-2100 CERTIFIED RATINGS comply with new testing technologies and procedures prescribed by the Home Ventilating Institute, for off-the-shelf products, as they are available to consumers. Product performance is rated at 0.1 in. static pressure, based on tests conducted in AMCA's state-of-the-art test laboratory. Sones are a measure of humanly-perceived loudness, based on laboratory measurements. This NuTone model is listed by Underwriters' Laboratories Inc.

The air delivery of a ventilating system may be determined by:

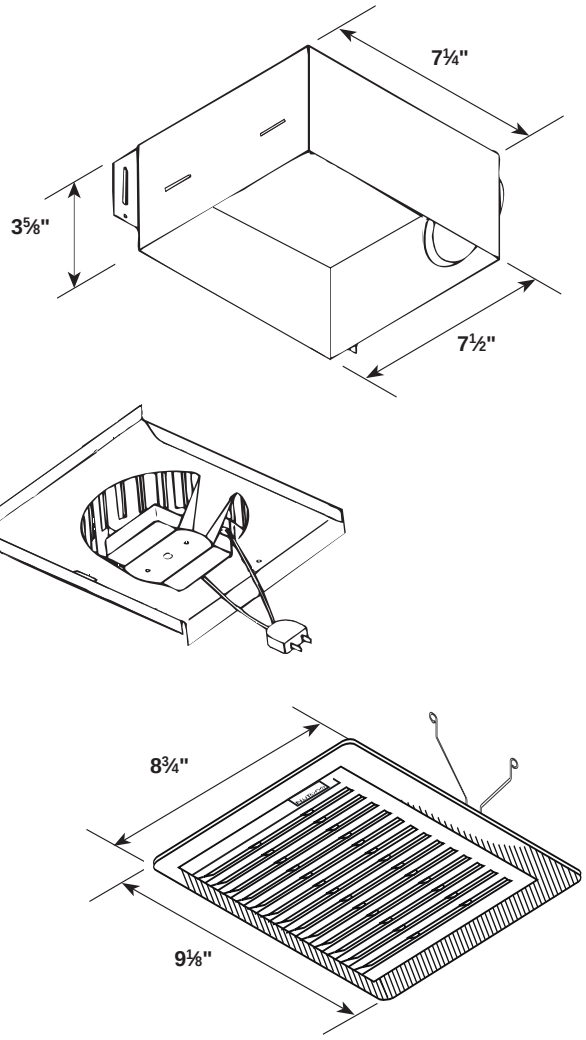
1. Determine the equivalent duct length for each 90 degree elbow by adding one foot of duct length for each inch of duct diameter, i.e., a 4 inch diameter duct elbow equals 4 feet equivalent duct length and an 8 inch diameter duct elbow equals 8 feet equivalent duct length.
2. Add the total straight length of duct and the equivalent length for each elbow to obtain the total equivalent duct length.
3. Locate the intersection of the fan performance curve and the total equivalent duct length curves and draw a vertical line down to the CFM scale and read the system air performance.
   (**NOTE:** 3¼" x 10" duct equals 6 inch diameter duct.)

AIR PERFORMANCE CURVE
(3 In. Duct to 10 Foot Lengths)



STATIC PRESSURE INCHES OF WATER	0.05	0.1	0.15	0.2	0.25	0.3	0.35
CFM	56	52	49	47	43	39	30

DIMENSIONS

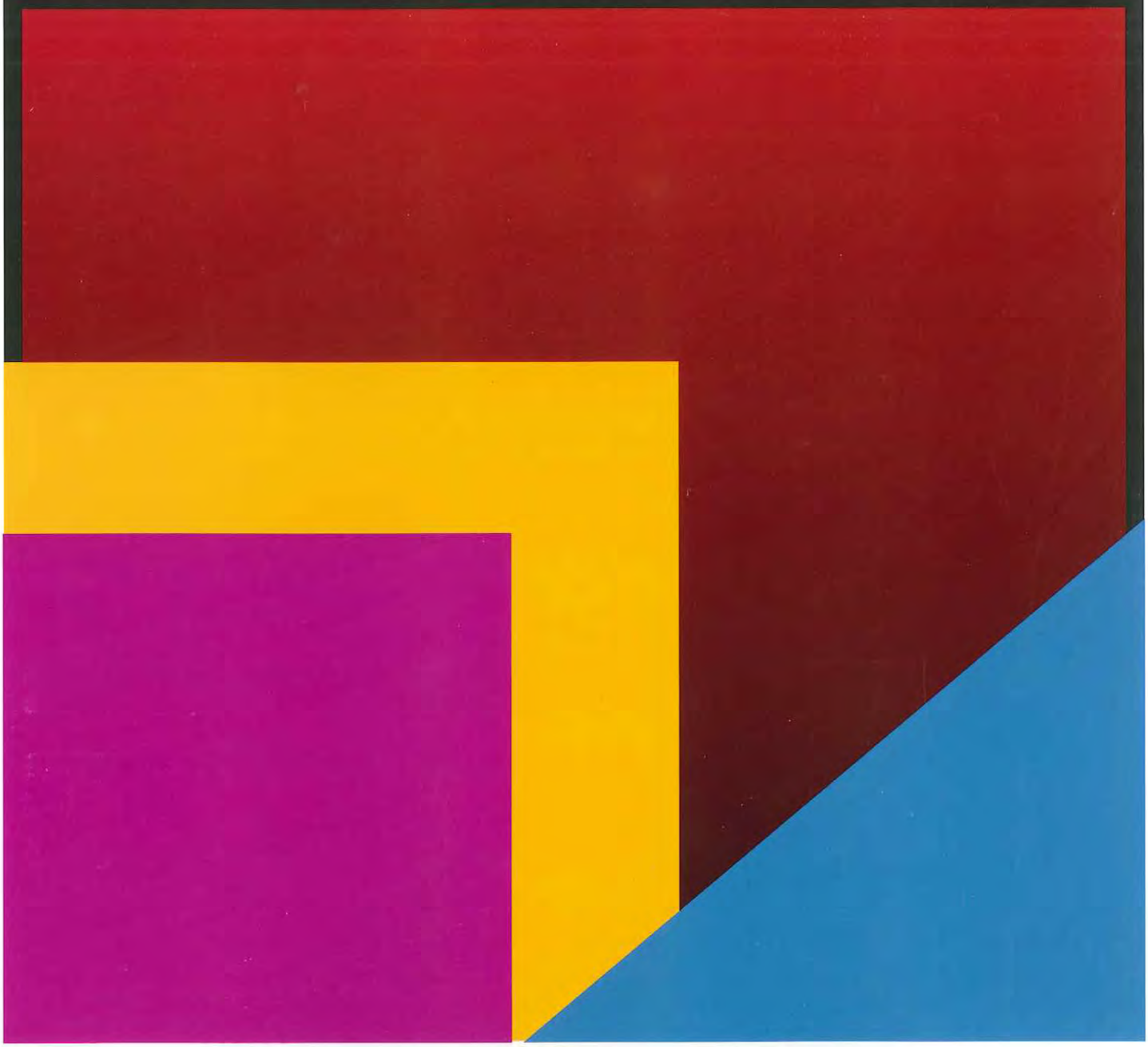


Product specifications subject to change without notice.

NuTone, Inc., 4820 Red Bank Road, Cincinnati, Ohio 45227
Printed in U.S.A., Part No. 99043920A

INDUSTRIAL

COLOR SYSTEM SELECTIONS



Sunburst COATINGS
BERT'S Paint

2401 S. 12TH STREET
PHOENIX, ARIZONA 85034
602-495-6000



4Y QR/AQR 12Y QR/AQR



4Y RO/ARO 12Y RO/ARO



4Y UO/AUO 12Y UO/AUO

463	436	480	458	331
301	310	324	447	332
302	319	322	442	333
303	316	323	443	326
314	317	325	444	327
315	311	320	445	321
306	318	437	431	330
307	312	438	440	329
308	313	439	309	328



4Y YO/AYO 12Y YO/AYO

4Y MY/AMY 12Y MY/AMY

4Y OY/AOY 12Y OY/AOY

348	446	478	361	374
349	448	346	365	367
350	345	347	362	368
342	336	352	363	370
341	337	354	356	385
343	338	355	364	376
344	339	353	369	378
334	479	351	377	375
335	340	357	380	379



4Y PG/APG 12Y PG/APG



4Y PB/APB 12Y PB/APB



4Y QV/AQV 12Y QV/AQV

371	474	473	472	466
372	391	404	411	467
373	392	405	412	430
381	393	475	413	468
382	387	396	414	469
384	386	397	406	470
383	395	408	409	304
388	394	407	410	305
389	398	415	401	402



4Y LB/ALB 12Y LB/ALB

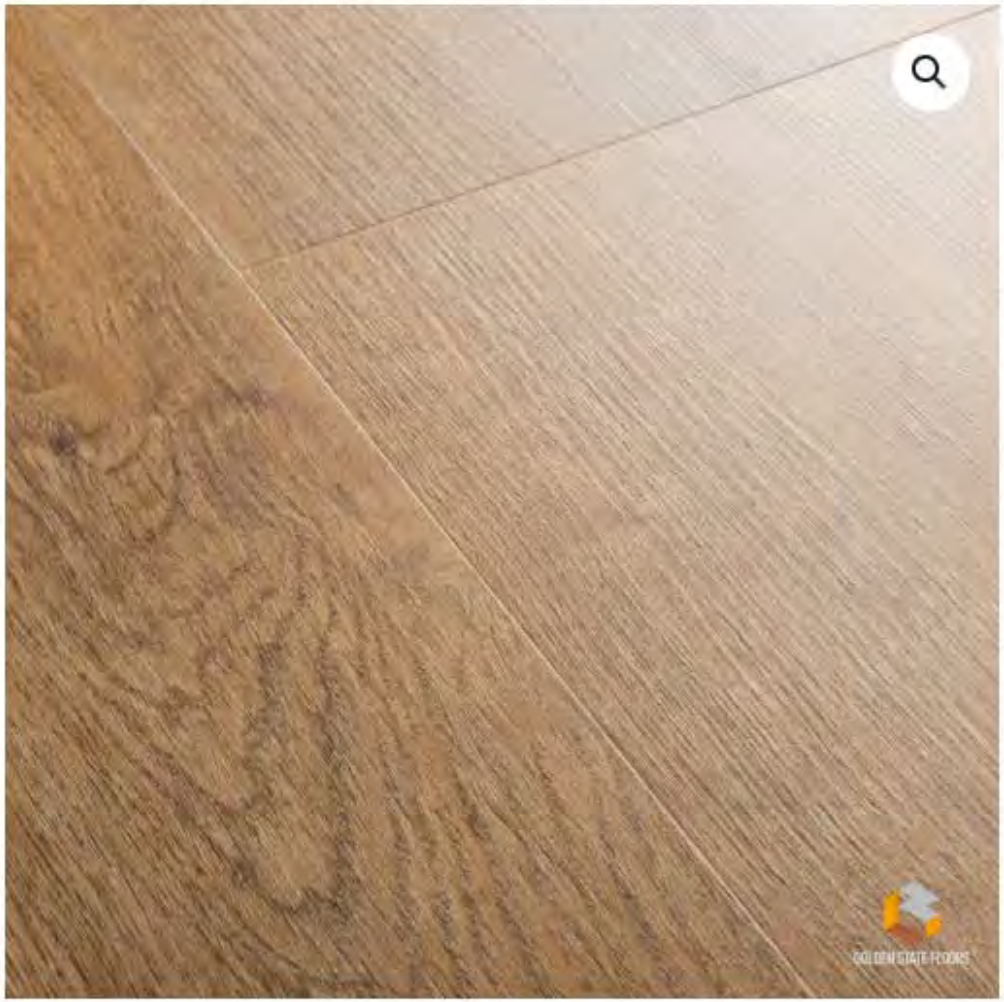


4Y BU/ABU 12Y BU/ABU

TW/ATW

428	476	453	459	451
416	429	454	460	452
417	421	455	449	456
418	422	426	477	457
424	423	427	441	461
425	366	358	450	462
419	390	359	432	471
420	399	360	433	464
403	400	435	434	465

Kingman Waterproof Rigid core Click Lock SPC Vinyl Flooring attached Pad 6.5mm T x 9in W x 60in L







Item Specifications | **Description**

Classification	*Waterproof SPC Vinyl*
Texture	*Wood Grain Embossed*
Color	*Light*
Length	*60"*
Width	*9"*
Thickness	*6.5mm*
Wear Layer	*20 mil = 0.5mm*
Installation	*Floating (click lock)*
Warranty	*25 Years, 5 Years Commercial*
Coverage	*22.44 SF (6 planks per box)*

Description

36 in. x 80 in. (3068) LHR Commercial Industrial 18 Gauge Flush Hollow Metal Steel Door Insulated With Polystyrene Core, 16 Gauge Frame For Wood or Metal Stud Wall, and Hardware

Gladiator hollow metal doors are the perfect secure door solution for any commercial or industrial building. Our heavy duty flush steel doors provide durability for all levels of foot traffic and use. The smooth steel face will enhance the look of your building. These commercial grade doors are perfect for new construction or remodeling.

Door Specifications

- Heavy Duty, SDI Level 2, 18 Gauge Steel Face Sheets
- Galvannealed Steel For Corrosion Resistance and Paint Adhesion
- 1-3/4 in. Door Thickness
- Insulated Polystyrene Core, R Value: 7.14, U Value: 0.14, STC Rating: 33
- 161 Cylindrical Lock Prep and Reinforcement
- 4.5 in. x 4.5 in. Hinge Prep and 7 Gauge Hinge Reinforcement
- 12 Gauge Door Closer Reinforcement
- Factory Baked On Rust Inhibiting Primer (Can Be Painted, But Not Required)
- 16 Gauge Inverted Top and Bottom Channel
- Steel Cap Reinforcement
- UL Listed
- Hardware Preparations: In Accordance With ANSI A250.6-1997
- Hardware Locations: In Accordance With ANSI/DHI A115

Frame Specifications

- 16 Gauge Galvannealed Steel
- 4.5 in. x 4.5 in. Hinge Prep and 7 Gauge Hinge Reinforcement
- Precision Corners
- Heavy Duty Strike Reinforcement
- Unequal Rabbet, 5/8 in. Stop Height
- Strike Reinforcement
- UL Listed
- Hardware Preparations: In Accordance With ANSI A250.6-1997
- Hardware Locations: In Accordance With ANSI/DHI A115

Hardware Included

- Grade 1 Cylindrical Lock
- Anti Jimmy HD Ball Bearing Hinges

Rough Opening and Sizing

- Rough opening and sizing based on selection of a 2 in. frame head
- Exact Frame Size: 40 in. x 82 in.
- Recommended Rough Opening (Butted Against Wall): 40-1/2 in. x 82-1/4 in.
- Recommended Rough Opening (Wrapped Around Wall) 38 in. x 81 in.



Specifications

WINDOW 36" X 36"

Dimensions

Grid Width (in.)	None	Jamb Depth (in.)	3.438 in
Product Depth (in.)	3.438 in	Product Height (in.)	35.5 in
Product Width (in.)	35.5 in	Rough Opening Height (In.)	36 in
Rough Opening Width (In.)	36 in	Width (in.) x Height (in.)	35.5 x 35.5

Details

Exterior Color/ Finish	White	Exterior Color/Finish Family	White
Features	Argon Gas Filled, Security Lock	Frame Material	Vinyl
Frame Type	Nail Fin	Glass Type	Insulated Glass, Low-E Glass
Glazing Type	Double-Pane	Grid Pattern	No Grid
Grille Type	No Grille	Hardware Color/Finish Family	White
Included	Hardware, Screen	Interior Color/Finish Family	White
Lock Type	Standard Lock	Number of Grids	No Grid
Number of Locks	1	Product Weight (lb.)	30 lb
Solar Heat Gain Coefficient	.22	U-Factor	.30
Window Handing	XO (Active Left)	Window Type	Other
Window Use Type	New Construction		

Warranty / Certifications

Energy Star Qualified	North-Central, South-Central, Southern	Manufacturer Warranty	Limited Lifetime

WINDOW 36" X 16"

Dimensions

Grid Width (in.)	None	Jamb Depth (in.)	3 in
Product Depth (in.)	3 in	Product Height (in.)	15.75 in
Product Width (in.)	31.75 in	Rough Opening Height (In.)	16 in
Rough Opening Width (In.)	32 in	Width (in.) x Height (in.)	31.75 x 15.75

Details

Exterior Color/ Finish	White	Exterior Color/Finish Family	White
Features	No Additional Features	Frame Material	Vinyl
Frame Type	Standard Frame	Glass Type	Energy Efficient Glass
Glazing Type	Double-Pane	Grid Pattern	No Grid
Grille Type	No Grille	Hardware Color/Finish Family	White
Included	Hardware, Screen	Interior Color/Finish Family	White
Lock Type	Cam Action	Number of Grids	No Grid
Number of Locks	1	Product Weight (lb.)	15 lb
Returnable	90-Day	Solar Heat Gain Coefficient	.5
U-Factor	.5	Window Handing	Left-Handed
Window Type	Basement	Window Use Type	New Construction, Replacement

Warranty / Certifications

Energy Star Qualified	Not Qualified	Manufacturer Warranty	lifetime limited



#6 x 1-1/4 in. Philips Bugle-Head Coarse Thread Sharp Point Drywall Screws (1 lb./Pack)
by **Grip-Rite** ★★★★½ (2383)

- Return Policy
- California residents see Prop 65 WARNINGS

Specifications

Dimensions

Screw Length	1-1/4 in	Thread Pitch (mm)	8 mm
Threads Per Inch (TPI)	0.143		

Details

Color Family	Black	Drive Style	Phillips
Fastener Plating	Phosphate	Fastener Type	Drywall Screw
Fastener/Connector Material	Steel	Features	Coated
Finish	Phosphate Plated	Finish Family	Black
Head Style	Bugle Head	Included	Driver Bit
Interior/Exterior	Interior	Measurement Standard	SAE
Package Quantity	238	Product Weight (lb.)	1 lb
Returnable	90-Day	Size	#6

Warranty / Certifications

Manufacturer Warranty	No		



#9 x 3-1/8 in. Star Drive Bugle Head Multi-Purpose Framing Screw Extended Contractor Pack (720-Piece)
by **GRK Fasteners** ★★★★★ (1161)

$70.40 /box
Save $2.18 (3%)

Product Details

Specifications

Dimensions

Screw Length	3-1/8 in	Thread Pitch (mm)	2.0 mm
Threads Per Inch (TPI)	12.7		

Details

Color Family	Yellow	Drive Style	Star
Fastener Plating	Polymer	Fastener Type	Wood Screw
Fastener/Connector Material	Steel	Features	ACQ Rated, Coated, Self Drilling, Self Tapping
Finish	Climatek Coated	Finish Family	Metallic
Head Style	Bugle Head	Included	Driver Bit
Interior/Exterior	Exterior, Interior	Materials Fastened	Wood to Wood
Measurement Standard	SAE	Package Quantity	720
Product Weight (lb.)	7.72 lb	Returnable	90-Day
Size	#9		

Warranty / Certifications

Manufacturer Warranty	No		



Alex Plus 10.1 oz. White Acrylic Latex Caulk Plus Silicone
by DAP ★★★★½ (1909)

$3.58

TOP

Product Details | **Specifications** | Questions & Answers | Customer Reviews

Specifications

Individual size (oz.): 10.1 oz

Dimensions

Individual size (oz.)	10.1 oz		

Details

Caulk Form	Standard Tube	Caulk Type	Latex
Color/Finish	White	Coverage (linear ft.)	55
Cure Time (hours)	168	Dry Color Family	White
Dry to touch (min.)	30 min	Features	Moisture Resistant, Mold and Mildew Resistant
Indoor/Outdoor	Indoor/Outdoor	Interior/Exterior	Exterior, Interior
Kit	No	Longevity	35 years
Number of Tubes Included	1	Paint Tool Product Type	Caulk
Professional Paint Supplies & Values	Pro Supplies	Returnable	90-Day

Warranty / Certifications

Certifications and Listings	ASTM Compliant	Manufacturer Warranty	Warranty Information: If you are not satisfied with this product's performance when used as directed, return used container and sales receipt to DAP Inc., Technical Customer Service, 2400 Boston Street, Suite 200, Baltimore, MD 21224 for product replacement or sales price refund. DAP will not be liable for incidental or consequential damages.

TECHNICAL DATA SHEET

2400 Boston Street |Suite 200 | Baltimore, MD | 21224

DAP® ALEX PLUS® All Purpose Acrylic Latex Caulk Plus Silicone

PRODUCT DESCRIPTION

DAP® ALEX PLUS® ALL PURPOSE ACRYLIC LATEX CAULK PLUS SILICONE is an excellent quality, all purpose caulk for sealing a wide variety of interior and exterior surfaces. It contains silicone additives for greater flexibility and adhesion and shrinks less* for a durable, waterproof seal. ALEX PLUS® is paintable in just 30 minutes with latex or oil-based paints, saving time. It won't shine through or discolor the paint for superior paint finish results. It is easy to apply and tool, low in odor and cleans up easily with water. Cured caulk is mold and mildew resistant. 40 Year. Exceeds ASTM C834. Interior/exterior use.

**When compared to DAP®ALEX® Painter's Caulk*



PACKAGING	COLOR	UPC
10.1 fl oz (300 mL) Cartridge	White	7079818101
5.5 fl oz (162 mL) Tube	White	7079818128

TECHNICAL DATA SHEET

2400 Boston Street |Suite 200 | Baltimore, MD | 21224

KEY FEATURES & BENEFITS

- All purpose – strong multi-surface adhesion
- Paint in 30 minutes
- Won't shine through or discolor paint
- Shrinks less for a durable seal*
- Flexible
- Resists cracking and chalking
- 100% waterproof seal
- Easy water clean-up
- Low odor
- Cured caulk is mold & mildew resistant
- 40 Year
- Exceeds ASTM C834 Specification
- VOC compliant
- Interior/exterior use

**When compared to DAP®ALEX® Painter's Caulk*

SUGGESTED USES

USE FOR CAULKING & SEALING:

- Window frames
- Door frames
- Baseboards
- Molding
- Trim
- Corner joints
- Pipes
- Vents
- Siding
- Other gaps & cracks, especially prior to painting

ADHERES TO:

- Wood – painted & unpainted
- Aluminum
- Most metals
- Vinyl
- Most plastics
- Glass
- Drywall
- Plaster
- Brick
- Stone
- Concrete
- Mortar
- Fiber Cement
- Stucco
- Most common building materials

TECHNICAL DATA SHEET

2400 Boston Street |Suite 200 | Baltimore, MD | 21224

FOR BEST RESULTS

- Apply in temperatures above 40ºF.
- Do not apply when rain or freezing temperatures are forecasted within 24 hours. Cooler temperatures and higher humidity will slow down dry time.
- Not for continuous underwater use, filling butt joints, surface defects, tuck-pointing or expansion joints.
- Joint size should not exceed 1/2” wide x 1/2” deep. If joint depth exceeds 1/2", use backer rod material.
- Store caulk away from extreme heat or cold.

APPLICATION

Surface Preparation

Surface must be clean, dry, structurally sound and free of all old caulk, dirt and other foreign material.

Product Application

1. Apply in temperatures above 40ºF. Do not apply when rain or freezing temperatures are forecasted within 24 hours. Cooler temperatures and higher humidity will slow down dry time.
2. If using the squeeze tube, remove cap.
3. Cut nozzle at 45º angle to desired bead size.
4. If using the cartridge, load into caulk gun.
5. Fill gap or joint with caulk.
6. If necessary, tool or smooth the bead of caulk with a finishing tool before caulk skins over.
7. Clean up excess wet caulk with a damp sponge before it skins over. Excess dried caulk must be cut or scraped away.
8. Allow caulk to dry at least 30 minutes (longer in cool or humid conditions) before painting with latex or oil-based paints.
9. Reseal container for storage and reuse.

TYPICAL PHYSICAL & CHEMICAL PROPERTIES

Typical Uncured Physical Properties	
Appearance/Consistency	Gunnable, non-sag paste
Base Polymer	Siliconized acrylic polymer
Filler	Calcium carbonate
Volatile	Water
Weight % Solids	82%
Density (lbs per gallon)	13.3
Odor	Very mild

TECHNICAL DATA SHEET

2400 Boston Street |Suite 200 | Baltimore, MD | 21224

Clean Up	Water
Flash Point	>212ºF
Freeze Thaw Stability (ASTM C1183)	Passes 5 Cycles
Shelf Life	12 months
Coverage	10.1 fl oz: 55 linear feet at a 3/16"diameter bead 5.5 fl oz: 30 linear feet at 3/16” diameter bead
Typical Application Properties	
Application Temperature Range	40ºF to 100ºF
Tooling Time (Working Time)	10 minutes
Tack Free Time	30 minutes
Full Dry Through	24 hours
Return to Service Time	24 hours
Vertical Sag (ASTM D2202)	0.05”
Typical Cured Performance Properties	
Service Temperature Range	-20ºF to 180ºF
Water Ready Time	24 hours
Paint Ready Time	30 minutes
Mildew Resistance	Cured caulk is mold & mildew resistant
Extension Recovery (ASTM C736)	Exceeds ASTM C834 requirement

CLEAN UP & STORAGE

Clean up excess wet caulk with a damp sponge before it skins over. Excess dried caulk must be cut or scraped away. Clean hands and tools with warm water and soap. Store container in a cool, dry place away from extreme heat or cold.

SAFETY

See product label or Safety Data Sheet (SDS) for health and safety information. You can request a SDS by visiting our website at dap.com or calling 888-DAP-TIPS.

WARRANTY

WARRANTY: If product fails to perform when used as directed, within one year of date of purchase, call 888-DAP-TIPS, with your sales receipt and product container available, for replacement product or sales price refund. DAP Products Inc. will not be responsible for incidental or consequential damages.

TECHNICAL DATA SHEET

2400 Boston Street |Suite 200 | Baltimore, MD | 21224

COMPANY IDENTIFICATION

Manufacturer: DAP Global Inc., 2400 Boston Street, Baltimore, Maryland 21224

Usage Information: Call 888-DAP-TIPS or visit dap.com & click on “Ask the Expert”

Order Information: 800-327-3339 or orders@dap.com

Fax Number: 410-558-1068

Also, visit the DAP website at dap.com

Safety Data Sheet

24 Hour Emergency Phone Numbers
Medical/Poison Control:
In U.S.: Call 1-800-222-1222

Outside U.S.: Call your local poison control center

Transportation/National Response Center:

1-800-535-5053
1-352-323-3500

NOTE: The National ResponseCenter emergency numbers to be used only in the event of chemical emergencies involving a spill, leak, fire, exposure or accident involving chemicals.

IMPORTANT: Provide this information to employees, customers, and users of this product. Read this SDS before handling or disposing of this product. This product is covered by the OSHA Hazard Communication Standard and this document has been prepared in accordance with requirements of this standard. All abbreviated terms used in this SDS are further described in Section 16.

1. Identification

This Safety Data Sheet is available in American Spanish upon request.
Los Datos de Serguridad pueden obtenerse en Espanol si lo riquiere.

Product Name: Alex Plus Acrylic Latex Caulk Plus Silicone - All Colors

Revision Date: 10/23/2018

Product UPC Number: 070798181106, 070798181120, 070798181113, 070798181090, 070798181076, 070798181359, 070798181014, 070798181281, 070798181366, 070798181724, 070798181557, 070798114401

Supercedes Date: 9/12/2018

Product Use/Class: Caulking Compound

SDS No: 00010002001

Manufacturer: DAP Products Inc.
2400 Boston Street Suite 200
Baltimore, MD 21224-4723
888-327-8477 (non - emergency matters)

SDS Coordinator: MSDS@dap.com

Emergency Telephone:
Transportation: 1-800-535 -5053
1-352-323-3500
Poison Control: 1-800-222-1222

Preparer: Regulatory and Environmental Affairs

2. Hazards Identification

GHS Classification
Not a hazardous substance or mixture.

Symbol(s) of Product

None

Signal Word
Not a hazardous substance or mixture.

Possible Hazards
6% of the mixture consists of ingredients of unknown acute toxicity

3. Composition/Information on Ingredients

Chemical Name	CAS-No.	Wt. %	GHS Symbols	GHS Statements
Limestone	1317-65-3	45-70	No Information	No Information
Lubricating petroleum oil	72623-86-0	3-7	GHS07	H332
Petroleum distillates	64741-88-4	1-5	GHS06	H331
Dipropylene glycol dibenzoate	27138-31-4	1-5	No Information	No Information
Solvent ref. light paraffinic	64741-89-5	0.5-1.5	GHS06	H331
Diethylene glycol dibenzoate	120-55-8	0.5-1.5	GHS07	H312
Titanium dioxide	13463-67-7	0.1-1.0	No Information	No Information
Quartz	14808-60-7	0.1-1.0	GHS07	H302
Carbon black	1333-86-4	0.1-1.0	GHS02	H251

The text for GHS Hazard Statements shown above (if any) is given in the "Other information" Section.

4. First-aid Measures

FIRST AID - INHALATION: Material is not likely to present an inhalation hazard at ambient conditions. If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

FIRST AID - SKIN CONTACT: In case of contact, wash skin immediately with soap and water.

FIRST AID - EYE CONTACT: In case of contact, immediately flush eyes with large quantities of water for at least 15 minutes until irritation subsides. Get medical attention immediately.

FIRST AID - INGESTION: If swallowed, DO NOT INDUCE VOMITING. Get medical attention immediately.

5. Fire-fighting Measures

UNUSUAL FIRE AND EXPLOSION HAZARDS: No Information

SPECIAL FIREFIGHTING PROCEDURES: Wear self-contained breathing apparatus pressure-demand (NIOSH approved or equivalent) and full protective gear. Use water spray to cool exposed surfaces.

EXTINGUISHING MEDIA: Alcohol Foam, Carbon Dioxide, Dry Chemical, Foam, Water Fog

6. Accidental Release Measures

ENVIRONMENTAL MEASURES: No Information

STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED: Use personal protective equipment as necessary. In case of spillage, absorb with inert material and dispose of in accordance with applicable regulations. Scrape up dried material and place into containers.

7. Handling and Storage

HANDLING: KEEP OUT OF REACH OF CHILDREN!DO NOT TAKE INTERNALLY. Use only with adequate ventilation. Ensure fresh air entry during application and drying. Wash thoroughly after handling.

STORAGE: Avoid excessive heat and freezing. Do not store at temperatures above 120 degrees F. Store away from caustics and oxidizers.

8. Exposure Controls/Personal Protection

Ingredients with Occupational Exposure Limits

Chemical Name	ACGIH TLV-TWA	ACGIH-TLV STEL	OSHA PEL-TWA	OSHA PEL-CEILING

Limestone	N.E.	N.E.	15 mg/m3 TWA total dust, 5 mg/m3 TWA respirable fraction	N.E.
Lubricating petroleum oil	N.E.	N.E.	N.E.	N.E.
Petroleum distillates	N.E.	N.E.	N.E.	N.E.
Dipropylene glycol dibenzoate	N.E.	N.E.	N.E.	N.E.
Solvent ref. light paraffinic	N.E.	N.E.	N.E.	N.E.
Diethylene glycol dibenzoate	N.E.	N.E.	N.E.	N.E.
Titanium dioxide	10 mg/m3 TWA	N.E.	15 mg/m3 TWA total dust	N.E.
Quartz	0.025 mg/m3 TWA respirable particulate matter	N.E.	50 µg/m3 TWA	N.E.
Carbon black	3 mg/m3 TWA inhalable particulate matter	N.E.	3.5 mg/m3 TWA	N.E.

Further Advice: MEL = Maximum Exposure Limit OES = Occupational Exposure Standard SUP = Supplier's Recommendation Sk = Skin Sensitizer N.E. = Not Established

Personal Protection



RESPIRATORY PROTECTION: No personal respiratory protective equipment normally required. National Institute for Occupational Safety and Health (NIOSH) has recommended that the permissible exposure limit be changed to 50 micrograms respirable free silica per cubic meter of air (0.05 mg/m3) as determined by a full shift sample up to 10-hour work shift.



SKIN PROTECTION: Rubber gloves.



EYE PROTECTION: Goggles or safety glasses with side shields.



OTHER PROTECTIVE EQUIPMENT: Not required under normal use.



HYGIENIC PRACTICES: Wash hands before breaks and at the end of workday. Remove and wash contaminated clothing before re-use.

9. Physical and Chemical Properties

Appearance:	Colored	**Physical State:**	Paste
Odor:	Very Slight Ammonia	**Odor Threshold:**	Not Established
Density, g/cm3:	1.60 - 1.67	**pH:**	Between 7.0 and 12.0
Freeze Point, °C:	Not Established	**Viscosity (mPa.s):**	Not Established
Solubility in Water:	No Information	**Partition Coeff., n-octanol/water:**	Not Established
Decomposition Temperature, °C:	Not Established	**Explosive Limits, %:**	N.E. - N.E.
Boiling Range, °C:	100 - 100	**Auto-Ignition Temperature, °C**	Not Established
Minimum Flash Point, °C:	100	**Vapor Pressure, mmHg:**	Not Established
Evaporation Rate:	Slower Than n-Butyl Acetate	**Flash Method:**	Seta Closed Cup
Vapor Density:	Heavier Than Air	**Flammability, NFPA:**	Non-Flammable
Combustibility:	Does not support combustion		

(See "Other information" Section for abbreviation legend)
(If product is an aerosol, the flash point stated above is that of the propellant.)

10. Stability and Reactivity

STABILITY: Stable under recommended storage conditions.

CONDITIONS TO AVOID: Excessive heat and freezing.

INCOMPATIBILITY: Incompatible with strong bases and oxidizing agents.

HAZARDOUS DECOMPOSITION PRODUCTS: Normal decomposition products, i.e., COx, NOx.

11. Toxicological Information

EFFECT OF OVEREXPOSURE - INHALATION: Under normal use conditions, this product is not expected to cause adverse health effects. Inhalation of vapors in high concentration may cause mild irritation of respiratory system (nose, mouth, mucous membranes).

EFFECT OF OVEREXPOSURE - SKIN CONTACT: Under normal use conditions, this product is not expected to cause adverse health effects. Prolonged or repeated contact with skin may cause mild irritation.

EFFECT OF OVEREXPOSURE - EYE CONTACT: Under normal use conditions, this product is not expected to cause adverse health effects. Direct eye contact may cause irritation.

EFFECT OF OVEREXPOSURE - INGESTION: Under normal use conditions, this product is not expected to cause adverse health effects. Single dose oral toxicity is very low. Amounts ingested incidental to industrial handling are not likely to cause injury; however, ingestion of large amounts may cause injury.

CARCINOGENICITY: No Information

EFFECT OF OVEREXPOSURE - CHRONIC HAZARDS: Repeated or prolonged exposure may cause mild irritation of eyes and skin. The International Agency for Research on Cancer (IARC) has determined that crystalline silica in the form of quartz or cristobalite that is inhaled from occupational sources is carcinogenic to humans (Group 1- carcinogenic to humans). Refer to IARC Monograph 68, Silica, Some Silicates and Organic Fibres (published in June 1997) in conjunction with the use of these materials. The National Toxicology Program (NTP) classifies respirable crystalline silica as "known to be a human carcinogen". Refer to the 9th Report on Carcinogens (2000). The American Conference of Governmental Industrial Hygienists (ACGIH) classifies crystalline silica, quartz, as a suspected human carcinogen (Group A2). Breathing dust containing respirable crystalline silica may not cause noticeable injury or illness even though permanent lung damage may be occurring. Inhalation of dust may have the following serious chronic health effects: Excessive inhalation of respirable dust can cause pneumoconiosis, a respiratory disease, which can result in delayed, progressive, disabling and sometimes fatal lung injury. Symptoms include cough, shortness of breath, wheezing, non-specific chest illness and reduced pulmonary function. Smoking exacerbates this disease. Individuals with pneumoconiosis are predisposed to develop tuberculosis. There is some evidence that breathing respirable crystalline silica or the disease silicosis is associated with an increased incidence of significant disease endpoints such as scleroderma (an immune system disorder manifested by fibrosis of the lungs, skin and other internal organs) and kidney disease.

PRIMARY ROUTE(S) OF ENTRY: Skin Contact, Inhalation

Acute Toxicity Values
The acute effects of this product have not been tested. Data on individual components are tabulated below

CAS-No.	Chemical Name	Oral LD50	Dermal LD50	Vapor LC50
1317-65-3	Limestone	6450 mg/kg Rat	>2000 mg/kg	>20 mg/L
72623-86-0	Lubricating petroleum oil	>5000 mg/kg Rat	>2000 mg/kg Rabbit	N.I.
64741-88-4	Petroleum distillates	>5000 mg/kg Rat	>2000 mg/kg Rabbit	2.18 mg/L Rat
27138-31-4	Dipropylene glycol dibenzoate	5368 mg/kg Rat	>2000 mg/kg Rabbit	>200 mg/L Rat
64741-89-5	Solvent ref. light paraffinic	>15000 mg/kg Rat	>5000 mg/kg Rabbit	2.18 mg/L Rat
120-55-8	Diethylene glycol dibenzoate	2830 mg/kg Rat	2000 mg/kg Rabbit	>200 mg/L Rat
13463-67-7	Titanium dioxide	>10000 mg/kg Rat	>5000 mg/kg Rabbit	>20 mg/L
14808-60-7	Quartz	500 mg/kg Rat	>2000 mg/kg	>20 mg/L
1333-86-4	Carbon black	>15400 mg/kg Rat	N.I.	N.I.

N.I. = No Information

12. Ecological Information

ECOLOGICAL INFORMATION: Ecological injuries are not known or expected under normal use.

13. Disposal Information

DISPOSAL INFORMATION: This product does not meet the definition of a hazardous waste according to U.S. EPA Hazardous Waste Management Regulation, 40 CFR Section 261. Dispose as hazardous waste according to all local, state, federal and provincial regulations. State and Local regulations/restrictions are complex and may differ from Federal regulations. Responsibility for proper waste disposal is with the owner of the waste.

14. Transport Information

SPECIAL TRANSPORT PRECAUTIONS: No Information

DOT UN/NA Number:	N.A.
DOT Proper Shipping Name:	Not Regulated
DOT Technical Name:	N.A.
DOT Hazard Class:	N.A.
Hazard SubClass:	N.A.
Packing Group:	N.A.

15. Regulatory Information

SARA SECTION 313:

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendment and Reauthorization Act of 1986 and 40 CFR part 372:

No Sara 313 components exist in this product.

TOXIC SUBSTANCES CONTROL ACT:

All ingredients in this product are either on TSCA inventory list, or otherwise exempt.
This product contains the following chemical substances subject to the reporting requirements of TSCA 12(B) if exported from the United States:

No TSCA 12(b) components exist in this product.

16. Other Information

Revision Date: 10/23/2018 **Supersedes Date:** 9/12/2018

Reason for revision: Substance and/or Product Properties Changed in Section(s):
05 - Flammability Information
09 - Physical & Chemical Information
11 - Toxicological Information
13 - Disposal Information
14 - Transportation Information

Datasheet produced by: Regulatory Department

HMIS Ratings:

Health:	Flammability:	Reactivity:	Personal Protection:
1	1	0	X

VOC Less Water Less Exempt Solvent, g/L: 37.5
VOC Material, g/L: 27
VOC as Defined by California Consumer Product Regulation, Wt/Wt%: 0.8
VOC Actual, Wt/Wt%: 1.6

Text for GHS Hazard Statements shown in Section 3 describing each ingredient:

H251	Self-heating: may catch fire.
H302	Harmful if swallowed.
H312	Harmful in contact with skin.
H331	Toxic if inhaled.
H332	Harmful if inhaled.

Icons for GHS Pictograms shown in Section 3 describing each ingredient:

GHS02



GHS06



GHS07



Legend: N.A. - Not Applicable, N.E. - Not Established, N.D. - Not Determined

DAP believes the data and statements contained herein are accurate as of the date hereof. They are offered in good faith as typical values and not as a product specification. NO WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH REGARD TO THE INFORMATION HEREIN PROVIDED OR THE PRODUCT TO WHICH THE INFORMATION REFERS. Since this document is intended only as a guide to the appropriate use and precautionary handling of the referenced product by a properly trained person, it is therefore the responsibility of the user to (i) review the recommendations with due consideration for the specific context of the intended use and (ii) determine if they are appropriate.



#6 x 1-1/4 in. Philips Bugle-Head Coarse Thread Sharp Point Drywall Screws (1 lb./Pack)
by **Grip-Rite** ★★★★½ (2383)

- Return Policy
- California residents see Prop 65 WARNINGS

Specifications

Dimensions

Screw Length	1-1/4 in	Thread Pitch (mm)	8 mm
Threads Per Inch (TPI)	0.143		

Details

Color Family	Black	Drive Style	Phillips
Fastener Plating	Phosphate	Fastener Type	Drywall Screw
Fastener/Connector Material	Steel	Features	Coated
Finish	Phosphate Plated	Finish Family	Black
Head Style	Bugle Head	Included	Driver Bit
Interior/Exterior	Interior	Measurement Standard	SAE
Package Quantity	238	Product Weight (lb.)	1 lb
Returnable	90-Day	Size	#6

Warranty / Certifications

Manufacturer Warranty	No		



#9 x 3-1/8 in. Star Drive Bugle Head Multi-Purpose Framing Screw Extended Contractor Pack (720-Piece)
by GRK Fasteners ★★★★★ (1161)

$70.40 /box
Save $2.18 (3%)

Product Details

Specifications

Dimensions

Screw Length	3-1/8 in	Thread Pitch (mm)	2.0 mm
Threads Per Inch (TPI)	12.7		

Details

Color Family	Yellow	Drive Style	Star
Fastener Plating	Polymer	Fastener Type	Wood Screw
Fastener/Connector Material	Steel	Features	ACQ Rated, Coated, Self Drilling, Self Tapping
Finish	Climatek Coated	Finish Family	Metallic
Head Style	Bugle Head	Included	Driver Bit
Interior/Exterior	Exterior, Interior	Materials Fastened	Wood to Wood
Measurement Standard	SAE	Package Quantity	720
Product Weight (lb.)	7.72 lb	Returnable	90-Day
Size	#9		

Warranty / Certifications

Manufacturer Warranty	No		

QUALITY ASSURANCE MANUAL

Linked Equipment LLC 3454 E
Illini St Phoenix, AZ, 85040
602-314-6020

www.linkedequipment.com

Originated On: 01/06/2021

Last Updated: 06/13/2023

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QUALITY ASSURANCE SYSTEMS

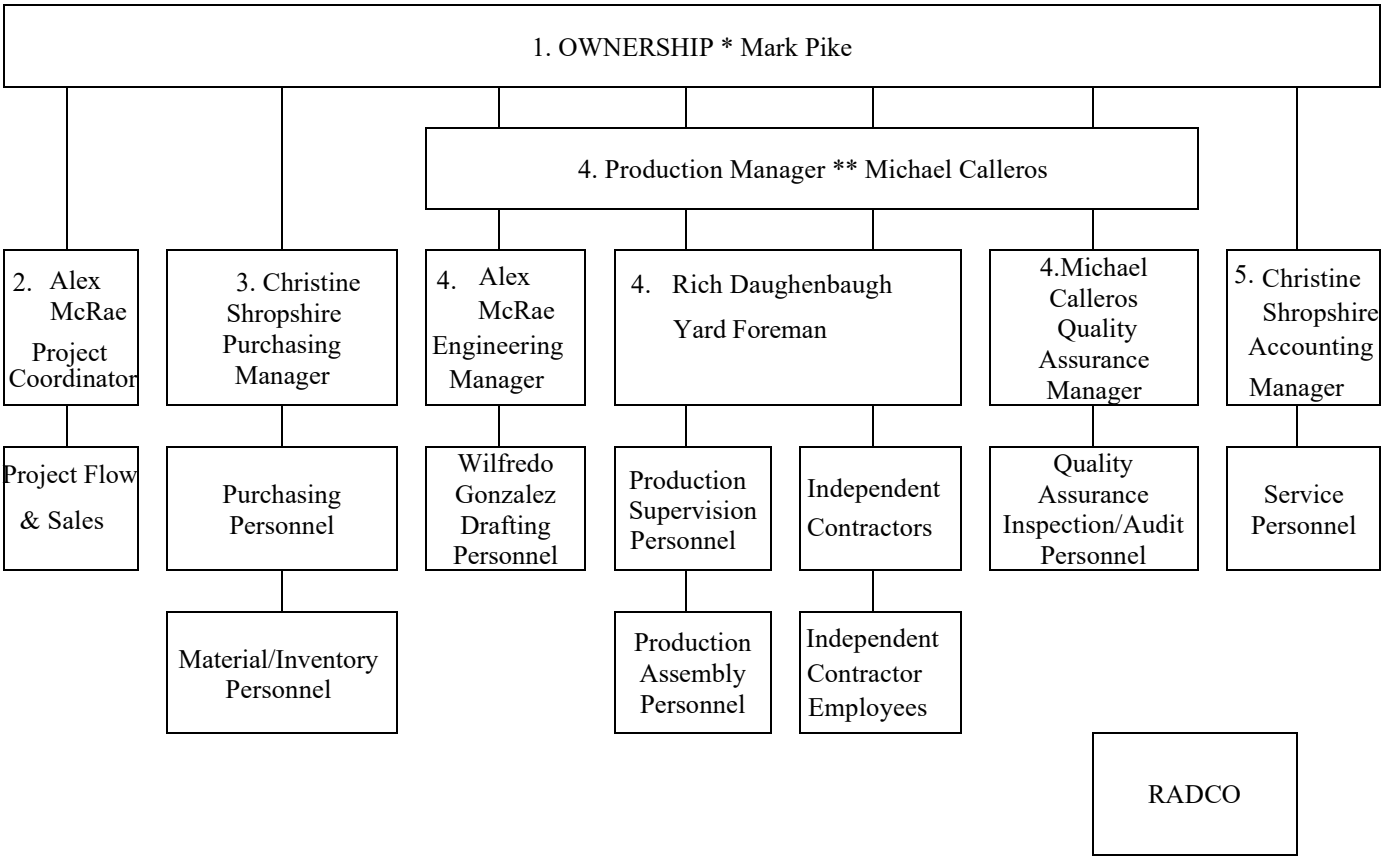
PURPOSE OF QUALITY ASSURANCE MANUAL

The primary purpose of this Quality Assurance Manual is to assure that the structures constructed by the Manufacturer meet or exceed the mandatory building code requirements and to assure compliance with the rules and regulations of the States, as well as the Codes in effect at the time of the structure's construction.

ORGANIZATIONAL CHART

The organizational chart depicts a general outline of responsible positions in the manufacturing facility. Note: all employees of the Manufacturer are involved in the Quality Assurance process. The titles are noted below, but the number of employees may vary.

The Manufacturer reserves the right to minimize the department size based on business conditions, business economy, structure order backlog, lack of acceptable applicants, or any other conditions that require a smaller department size, so long as the purpose of this Quality Assurance Manual is met.



* First persons responsible for the Quality Assurance program.
** Second persons responsible for the Quality Assurance program.

Employee applications and/or resumes are on file in the Human Resources Department of the Manufacturer.

1. OWNERSHIP *: The Ownership is primarily responsible for overseeing and ensuring the compliance and enforcement of the provisions of this manual.
2. SALES DEPARTMENT
   a. The Sales Manager has the overall responsibility for the Sales department and the Sales personnel.
   b. The Sales Personnel are responsible for gathering information from the end user to write an effective and correct sales order. To begin the quality assurance process correctly, these sales orders must be correct, including the final site location, before they are released to the engineering department for processing.
3. PURCHASING DEPARTMENT
   a. The Purchasing Manager has the overall responsibility for the Purchasing department, the Purchasing personnel, and the Material/Inventory personnel.

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b. The Purchasing personnel are responsible for the procurement, receipt and storage of the materials required for construction.
c. The Material/Inventory personnel are responsible for accepting incoming material in accordance with established policy.

4. OPERATIONS **
   a. While the Ownership has the primary responsibility, the Operations Manager has the secondary responsibility for overseeing and ensuring the compliance and enforcement of the provisions of this manual.
   b. The "Operations" are defined as those departments that are directly involved in the Quality Assurance process.
      1. Engineering generates the compliant drawings necessary to build the compliant structure.
      2. Production produces the compliant structure using the compliant drawings.
      3. Quality Assurance monitors the compliant construction using the compliant drawings.
   c. The Operations Manager has oversight of the three departments that are vital to the Quality Assurance process:
      1. ENGINEERING DEPARTMENT
         a. The Engineering Manager has the overall responsibility for the Engineering department and the Drafting personnel.
         b. The Drafting Personnel are responsible for the drawing of the structure for submittal to the proper authorities for approval.
      2. PRODUCTION DEPARTMENT
         a. The Production Manager has the overall responsibility for the Production department and the Production Supervision personnel.
         b. The Production Supervision Personnel are accountable for the completion of the work in their respective departments in conformance with approved drawings and specifications, and for conducting enough inspections necessary to ensure conformance to the requirements. These persons are also responsible for providing resources, including training and supervision, for construction of structures in conformance with approved drawings and specifications.
         c. The Production Assembly personnel are responsible for completing and inspecting their work in conformance with the approved drawings and specifications.
      3. QUALITY ASSURANCE DEPARTMENT
         a. The Quality Assurance Manager has the overall responsibility for the Quality Assurance department and the Quality Assurance Inspection/Audit personnel. The Quality Assurance Manager is also responsible for ensuring that all regulated structures comply with the law, rules, and mandatory building codes and to ensure that only structures in compliance are labeled for the State and to ensure that all structures are constructed in accordance with the approved plans.
         b. The Quality Assurance Inspector/Audit personnel are responsible for identifying where, within the manufacturing process, the assurances described in this manual are not adequate and that the manufacturing is not compliant with the requirements.

5. SERVICE DEPARTMENT
   a. The Service Manager has the overall responsibility for the Service department and the Service personnel.
   b. The Service personnel are responsible for making repairs in the field as requested and/or required by the end user, Manufacturer, or State and/or Local Authorities having jurisdiction. The Service personnel is also asked to assist in identifying and providing feedback to any department listed above on how completed structures do not perform as intended in the field.

The Quality Assurance personnel continually audit the operation of the Quality Assurance program, both the paperwork involved and the actual product quality in each structure. It is the responsibility of the Quality Assurance personnel to take all necessary action to assure that a high degree of quality is maintained throughout the entire assembly line process, thus assuring a finished product of high quality and long life.

All Quality Assurance personnel shall have had a minimum of 2 years of production supervisory experience and/or high school education or equivalent to enable them to evaluate correct construction procedures. All Quality Assurance personnel are those which management feels are capable to positively judge, decipher and criticize the Manufacturer structures. Proper knowledge of the building codes and good construction practice knowledge is also required. Training activities include attendance of personnel at State-sponsored seminars held in various locations. In addition, attendance may be required at seminars by product suppliers on uses and installation of raw materials and products purchased by Manufacturer. Any credentials issued by a State as a Building Inspector, Building Official or licensed trades are encouraged.

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Mark Pike, President and -Owner

Mark has been in business for himself since January of 1986 where he started a charter bus company (Southwest Charter Lines) in Phoenix Arizona, the company was successfully running up to September of 2009. At the peak of Marks carrier his business had gross revenues of $20 million dollars.

During the period of 2010 to 2012 Mark had opened and operated multiple companies for different individuals that needed help before starting Linked Equipment.

Mark was married in November of 1995 were he and his wife Judy Robinson was happily married until they divorced in March of 2006, Mark continues to have a good relationship with his ex-wife.

Mark had his son Tanner Pike who was born May 31, 1998. Mark enjoys an amazing relationship with his son; his son is currently going to Scottsdale community college getting the general education before starting his major at University of Arizona.

Mark is currently engaged with Amy Bussema, Mark's favorite pastime anything that involves the ocean, travel, hiking, family and staying fit.

Michael Calleros, Operations/Quality Assurance

Michael Calleros brings over twenty years of manufacturing and trade skill experience to Linked Equipment. Michael started his career working in the manufacturing and construction industry for Palm Harbor Homes. Early in his construction career, Michael learned the value of an assembly line in a factory setting. Michael was promoted to a supervisory position in the flooring installation department. Michael transitioned to the plumbing trade 17 years.

Michael has been a lead foreman or supervisor for most of his time with Linked Equipment employment. Michael is married to Rebeca Ramirez and in his leisure time he enjoys.

Outside of work, Michael enjoys cooking, camping, sports and spending time with family and friends.

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INSPECTION AND TESTING CRITERIA

All dimensional measurements of components or assembled structures shall be accurate to within +/- ½". Components or assembled structures found not meeting these criteria shall be rejected until replaced, repaired, or corrected per approved designs, specifications and/or requirements.

MANDATORY TESTING

Each of the following tests must be completed for each applicable structure as required by the individual State. If the individual State does not require a specific test, that test may be optionally performed by the Manufacturer.

1. Dielectric strength test
2. Electrical continuity test
3. Electrical polarity test
4. Electrical operational test
5. Gas supply pressure test
6. Water supply pressure test
7. Drain, Waste and Vent (DWV) system test
8. Water tightness test

ADDITIONAL INSPECTIONS AND TESTS

1. Each inspection and test item listed on the traveler will be inspected for, unless:
   a. The inspection or test item is not applicable to the structure.
   b. The inspection or test item is permitted to be inspected or tested at a less than 100% frequency, and a separate log is maintained for the inspections that are made.
2. Testing equipment such as pressure gauges, dial indicators, torque wrenches, dielectric testers, etc. shall be re-calibrated as required by the test equipment manufacturer and be replaced or repaired when they have become damaged. Re-calibration and service dates shall be recorded.

TESTING DESCRIPTIONS, PROCEDURES AND EQUIPMENT

These tests may be performed in any station of the production process so long as the systems to be tested are complete and capable of being inspected in the event of major malfunctions in the system being tested. There is no definitive station that these tests must be performed in, so long as the system being tested is exposed and the tests are performed and completed successfully. Calibrated testing devices shall be checked yearly to assure that the testing device is operating correctly.

DIELECTRIC STRENGTH TEST

The purpose of this test is to assure that the dielectric integrity (insulation) of all branch circuits in a structure is intact using alternating current (AC) or direct current (DC), but not both AC and DC currents on the same structure at the same time.

1. Dielectric strength test equipment:
   a. The listed AC or DC dielectric strength tester must be able to provide the required voltage with an automatic current limiting apparatus under fault conditions, along with audible and/or visual fault detection and visible voltmeter.
   b. The calibration date for the tester shall not be older than the date of the actual dielectric strength test.
   c. The test equipment must be free of visual physical damage. Equipment that has been visually damaged must be calibrated before use.
2. Dielectric strength test preparation:
   a. All branch circuits and wiring must be completed.
   b. All switches and branch circuit breakers shall be placed in the "ON" position.
   c. Items to be removed from test:

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1. For a DC dielectric test
   a. Water heater must be disconnected.
   b. All cord connected and direct-wired appliances, smoke alarms, motion detectors, fluorescent fixtures, GFCI circuits and light bulbs may remain connected.
2. For an AC dielectric test
   a. Furnace, water heater and direct-wired appliance shall be disconnected.
   b. Appliances may be disconnected by shutting off their internal appliance switches and/or breakers.
3. All fluorescent fixtures (ballast will indicate ground), smoke detectors, 5-way switches, bath fans, range hood fans, and any other listed power vents. Connect the branch circuit wires together (black/black, white/white, ground/ground) to complete the circuit.
4. GFCI-protected circuits:
   a. If using a GFCI breaker, disconnect the breaker at the panel box so the test can be run between the branch circuit wiring and the ground.
   b. If using a GFCI receptacle, remove the receptacle and connect the branch circuit wires together (black to black, white to white, ground to ground) to complete the circuit.

4. Activate all personnel warning lights and audible alarms. Verbally advise personnel within the structure that the test is about to begin and that metal parts may become energized.
5. Dielectric strength test procedure:
   a. Touch the testing leads of the testing device together to check that the device is functioning properly. A properly functioning device will indicate a fault.
   b. All circuits connected to multiple-way switches shall be tested in each of the alternating modes (switch positions).
   c. The dielectric test is to be performed at the electrical panel board for the completed wiring system.
   d. The dielectric test shall be performed between the live parts (including neutral conductor) and the ground of the structure. Note: The test equipment may indicate "short" between the neutral and ground, even though a short may not actually exist. If the test indicates a short, the individual circuit conductors (wires) must be tested to determine which branch, if any, contains a short.
   e. Individual Circuit Method:
      1. Place one testing lead on the "grounding bus".
      2. Place the other testing lead on each individual circuit where the wiring connects to the bus (for the A-leg power, B-leg power, and neutral power).
      3. If the circuit breaker is in the "OFF" position, the testing lead must touch the wiring downstream of the circuit breaker.
      4. If the circuit breaker is in the "ON" position, the testing lead may touch the wiring on either side of the breaker.
6. Dielectric strength test acceptance criteria:
   a. AC Dielectric tolerances – only 1 duration and voltage shall be used:
      1. The test shall withstand between 1080 volts and 1250 volts for a minimum of 1 second and not to exceed 3 seconds without an audible and/or visual fault indication.
      2. The test shall withstand between 900 volts and 1079 volts for a minimum of 1 minute and not to exceed 2 minutes without an audible and/or visual fault indication.
   b. DC Dielectric tolerances – only 1 duration and voltage shall be used:
      1. The test shall withstand between 1527 volts and 1768 volts for a minimum of 1 second and not to exceed 3 seconds without an audible and/or visual fault indication.
      2. The test shall withstand between 1273 volts and 1526 volts for a minimum of 1 minute and not to exceed 2 minutes without an audible and/or visual fault indication.
7. Rework – If a short is indicated, the short must be located and repaired. A complete electrical system dielectric strength retest is required.
8. Reconnection – All disconnected appliances, fixtures and GFCI receptacles are to be reconnected to the electrical system.

ELECTRICAL CONTINUITY TEST

The purpose of this test is to test the electrical bonding of the metallic parts which may become energized to assure that those parts are not energized with electricity. Note: this test may be conducted concurrently with the continuity test.

1. Continuity test equipment – the continuity tester may be structure-made or any commercially available brand that is able to perform the test as outlined. The tester must have a source of low voltage current and an audible and/or visual indicator that will show a completed circuit.
2. Continuity test preparation:
   a. All electrical wiring, including the bonding of all non-current carrying metal parts, must be complete.
   b. Bonding is not required to be tested on fixtures such as tubs, faucets, shower risers, and metal sinks when they are connected only to plastic plumbing piping. Bonding is not required on the metal inlet of a plastic water pipe system.
4. Continuity test procedure:
   a. The test is made between an accessible connection with ground and non-current carrying metal parts.

b. At the electric panel board, the accessible connection to ground is the ground bus in the electric panel box, a non-current carrying metal part that is bonded to the grounding bus, or the grounding contacts on receptacle outlets.
c. Touch the contacts together to verify that the device is functioning properly by indicating, either audibly and/or visually, that continuity is present.
d. Connect one contact from the tester to an accessible ground and the other contact to each part being tested. The test indicator should show continuity if the part is bonded. Non-current carrying metal parts to be checked include, but are not limited to:
    1. Metal raceway
    2. Metal siding
    3. Metal roof
    4. Metal HVAC ducts and register (foil covered insulated ducts do not need to be checked)
    5. Metal gas piping
    6. Appliance enclosures for fans, water heaters, furnaces, and fireplaces.
    7. Metal fixture enclosures and canopies. Light fixtures and/or canopies should be tested concurrently with the operational and polarity tests using the operational tester with the appropriate adapter.
    8. Appliances that have their power cords installed at the plant (i.e. dishwasher, disposal, electric range, washer, dryer, etc.). Connect one contact from the tester to the ground on the pigtail plug and the other contact to the appliance.

5. Electrical continuity test acceptance criteria – when the testing device indicates that electrical continuity is present.
6. Rework – If a failure of continuity is noted, the energized metal part that is not to be energized must be isolated from the electrical power and retested.

ELECTRICAL POLARITY TEST

The purpose of this test is to demonstrate that all electrical wiring connections are correct. Note: this test may be conducted concurrently with the operational test.

1. Electrical polarity test equipment shall be deemed acceptable so long as the tester can complete the test as outlined below.
2. Electrical polarity test preparation:
    a. All electrical connections and devices must be completed and installed, except for field installed devices.
    b. Electrical power must be supplied to all circuits in the structure.
3. Electrical polarity test procedure:
    a. Plug the tester into each 120-volt receptacle. Observe the indicator lights for correct polarity.
    b. For switched receptacles, the switch should be in the "OFF" position at the beginning of the test so that the function of the switch and receptacle combination can be verified. Turn the switch "ON" after making sure the switched receptacle is not energized when the switch is "OFF". Observe the indicator lights for correct polarity.
    c. Using an appropriate adapter, insert the tester into each light fixture and observe the indicator lights for correct polarity.
    d. All electrical connections that cannot be checked with a polarity tester shall be checked by visually inspecting the connections prior to covering. The identified conductors shall be connected to all identified conductors at the connection. All hot (black or red) conductors shall be interconnected and all grounding conductors (green or bare) shall be connected together. The following are some examples where visual inspections are to be used:
        1. Fluorescent light fixtures
        2. Direct wired appliances, motors, and fans
        3. 240-volt receptacles
        4. Swag (chain hung) light fixtures
4. Electrical polarity test acceptance criteria – When the testing device indicates that electrical polarity is present or when visual inspection finds that the wiring is correct.
5. Rework – If a failure of polarity is noted, the wiring in violation is corrected and retested.

ELECTRICAL OPERATIONAL TEST

The purpose of this test is to show that all electrical equipment is properly connected and properly functioning.

1. Electrical operational test equipment shall be deemed acceptable so long as the tester can complete the test as outlined above. Additionally, visual indicators may also be used, such as, if the light bulb lights, the light is properly operational.
2. Electrical operational test preparation:
    a. All electrical connections and devices must be completed and installed, except for field installed devices.
    b. Electrical power must be supplied to all circuits in the structure.
3. Electrical operational test procedure:
    a. Place all light switches in the "OFF" position.
    b. Test each receptacle outlet, including both parts of a duplex receptacle, to verify that electrical power is present.
    c. Outlets that are GFCI-protected are to be tested with a GFCI-tripping device. With the GFCI device tripped, verify that there is no power at each GFCI receptacle.

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d. Install test bulbs in fixtures and check for operation by turning the switches "ON" and "OFF". Note: test bulbs do not need to be installed in light fixtures that are tested concurrently with the continuity and polarity tests by using an operational / polarity tester with an adapter.
e. Test fans by turning switches "ON" and "OFF".
f. Test smoke alarms by connecting the wiring and depressing the "test" button. Interconnected smoke alarms must be tested individually to ensure that all alarms sound when an individual alarm is tested. Note: smoke alarms may be disconnected after testing and shipped loose with the instructions for retailer installation. A label shall be placed on the removed smoke alarm to show that it has been tested and is satisfactory before placing it in the ship-loose inventory for the structure.
g. AFCI-protected circuits will be tested by using the "test" button on the breaker.
h. Field-installed devices do not require an operational test, but the power source to the field-installed device must be checked.
i. Listed appliances do not require an operational test, but their power source must be tested.
j. All 240-volt outlets must be checked to ensure there is power to both hot legs.

4. Electrical operational test acceptance criteria – when the testing device indicates that electrical polarity is present or when visual inspection finds that the wiring is correct.
5. Rework – If a device and/or fixture in not operational, the device and/or fixture in violation is corrected and retested.

GAS PIPING SYSTEM TEST

The purpose of this test is to assure that combustible gas is properly and safely contained in the gas piping system, thus preventing dangerous and possibly deadly gas leaks into or around the structure.

1. Gas piping system test equipment:
   a. A pressure gauge capable of measuring pressures of 10 pounds per square inch (psi), which can be read in increments of 1/10 psi or less.
   b. A source of air capable of providing 3 psi and arranged so it may be isolated from the system.
   c. The gas piping systems test gauges shall be deemed satisfactory so long as there is no physical damage to the gauge of any kind, i.e. damage glass, bent needle, damaged casing, etc.
2. Gas piping test preparation:
   a. The temperature of the ambient air and the gas piping should be approximately the same.
   b. Shut-off valves, if installed, should be closed at each outlet. If valves are not installed or if valves will not withstand 3 psi, the appliance outlets must be capped.
   c. The test gauge must be connected to the gas piping system.
3. Gas piping system test procedure:
   a. Charge the system with air to a minimum of 3 psi.
   b. Once the pressure in the system has equalized, isolate the pressure by removing the air source form the test gauge.
   c. When the system can hold the pressure at a minimum of 3 psi for a minimum of 10 minutes, the test is complete.
4. Gas piping system test acceptance criteria – the gas piping system holds the specified air pressure for the specified time.
5. Rework – Should the air pressure drop for any reason, all joints in the piping system shall be checked with a soap-and-water solution to detect small leaks until the faulty connection is found. The gas piping system is repaired, and the gas piping system is retested.

WATER SUPPLY SYSTEM PRESSURE TEST

The purpose of this test is to assure that all pipes and fittings in the water distribution system are assembled so that the system can deliver water without leaks.

1. Water supply system pressure test equipment:
   a. A functional pressure gauge capable of measuring pressures of 100 psi, which can be read in increments of 1 psi or less.
   b. A source of air capable of providing 100 psi and arranged so it may be isolated from the system.
   c. The water supply systems test gauges shall be deemed satisfactory so long as there is no physical damage to the gauge of any kind, i.e. damage glass, bent needle, damaged casing, etc.
2. Water supply system pressure test preparation:
   a. All water lines must be completed, including connections to fixture and appliances, except for the water heater's hot- and cold-water supply lines are conne3cted together for this test.
   b. All faucets are placed in the closed position except for the faucet-to-shower diverters, which may be left open if the shower head is removed and capped.
   c. All in-line shut-off valves are in the open position, except for shut-off valves to icemakers and dishwashers, which must be closed to prevent damage to those appliances.
   d. The shut-off float in each toilet tank is lifted to the closed position by filling the tank with water or by blocking the float in the closed position.
   e. Connect the test gauge to the water piping system.

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f. Water used for testing shall be obtained from a potable source.

3. Water supply system pressure test procedure:
   a. Fill the water supply system with water, opening all the faucets until water flows freely out of the faucet and thus releasing as much air as possible.
   b. Pressurize the water supply system to 100 psi by applying air.
   c. Once pressurized, isolate the pressure source from the system and hold the pressure at no less than 100 psi for 15 minutes.
   d. Small pressure drops may occur because of line expansion, in which case the pressure must be brought back up to 100 psi and the 15-minute holding period must be restarted.
4. Water supply system pressure test acceptance criteria – the water supply system holds the specified air pressure for the specified time.
5. Rework – Should the air pressure drop for any reason, all joints in the water supply system shall be visually inspected to find evidenced of water leakage. The water supply system is repaired, and the water supply system is retested.
6. Reconnection – After successful test completion, reconnect the water heater supply lines, remove plugs and caps and install the appropriate fittings and/or fixture as needed.

DRAIN, WASTE, AND VENT (DWV) SYSTEM TEST

The purpose of the DWV system test is to assure that the DWV systems is free of waste leaks through the Drain and Waste portions of the system and of gas leaks in the Vent system.

1. DWV system test equipment:
   a. A pressure gauge capable of measuring pressures of 10 psi, which can be read in increments of 1/10 psi or less.
   b. A source of air capable of providing 10 psi and arranged so it may be isolated from the system.
   c. The DWV system test gauges shall be deemed satisfactory so long as there is no physical damage to the gauge of any kind, i.e. damage glass, bent needle, damaged casing, etc.
2. DWV system test preparation:
   a. The DWV system must be complete.
   b. Plug all open ends of the DWV systems, either using caps or test bulbs.
   c. Connect the test gauge to the DWV system.
3. DWV system test procedure:
   a. Charge the system with air to a minimum of 5 psi.
   b. Once the pressure in the system has equalized, isolate the pressure by removing the air source from the test gauge.
   c. When the system can hold the pressure at a minimum of 5 psi for a minimum of 15 minutes, the test is complete.
4. DWV system test acceptance criteria – the DWV system holds the specified air pressure for the specified time.
5. Rework – Should the air pressure drop for any reason, all joints in the DWV system shall be visually inspected to find evidenced of water leakage. The DWV system is repaired and the DWV system is retested.

WATER-TIGHTNESS (FIXTURE FLOW) TEST

The purpose of this test is to assure that the connections between water basins (sinks, tubs, tub showers, washer box, etc.) and their p-traps are free of leaks.

1. Water tightness test equipment – a source of water.
2. Water tightness test preparation:
   a. All DWV piping is completed to the water reservoirs, including p-traps.
   b. All drain plugs are in the closed position.
4. Water tightness test procedure:
   a. Each fixture shall be filled with enough water to provide a full flow of water through the drain.
   b. The drain plugs are removed or lifted.
   c. Traps and fixture connections shall be proven water tight by visual inspection.
5. Water tightness test acceptance criteria – No visual leaks are detected at any water reservoir connection.
6. Rework – All visible leaks shall be repaired and retested.

LUMBER MOISTURE CONTENT TEST

1. At the time of installation, no dimensional lumber with moisture content greater than 19% shall be used.
2. If dimensional lumber is found to have standing water on it, it shall not be used until the material has time to adequately dry.
3. Any moisture meter may be used so long as the moisture meter is not physically damaged in any way.
4. The testing procedures provided with the moisture meter will be followed.
5. Regardless of the method used to establish that the moisture content of the lumber does not exceed 19 percent, all lumber surfaces shall be dry and all lumber subject to verification as to moisture content at the time of installation in the factory.

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6. Lumber that appears to be dry shall be accepted as having a moisture content of less than 19% and shall be acceptable for use.

FIRESTOPPING OF PENETRATIONS IN FIRE-RATED ASSEMBLIES

1. The firestopping of penetrations in fire-rated assemblies will be accomplished as detailed in the 2009 International Building Code (Section 713) or the 2009 International Residential Code (Section R302).
2. Purchased firestopping materials such as foam and caulking shall comply with ASTM E814 (Test Method for Fire Tests of Through-penetration Firestops).

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DOCUMENTATION OF CHANGES TO QUALITY ASSURANCE MANUAL

The Quality Assurance Manual shall be reviewed and updated as required and reviewed yearly by the Quality Assurance Department and the Independent Inspection Agency. All revisions shall be sent to the Independent Inspection Agency within 30 days for approval.

The revisions shall be recorded and stored in a separate file entitled "Quality Assurance Manual Changes". This file shall include details as to the revision description, the Quality Assurance Manual page that was affected and the date the request was sent to the Independent Inspection Agency. A copy of the changes shall be found at the end of this Quality Assurance Manual (Appendix 4). Because the "Quality Assurance Manual Changes" document is a living document, it is not required to have a dated stamp of approval by the Independent Inspection Agency.

COMPLIANCE RECORDS

All Compliance Records are kept on file and maintained by the respective Department Managers. All Compliance Records are readily available, upon request, during regular business hours. All Compliance Records are to be kept a minimum of 10 years after the date of manufacture. Compliance Records (Department responsible) include, but are not limited to, the following:

1. Sales Orders (Sales)
2. Approved plan drawings, shop drawings, and production drawings (Engineering)
3. Purchase orders, material receipts, and material return receipts (Purchasing)
4. Quality Assurance Manual (Quality Assurance)
5. Testing equipment calibration records (Quality Assurance)
6. Certification label records (Quality Assurance)
7. Independent Inspection Agency inspection reports (Quality Assurance)
8. Field Repair Reports (Service)

USE AND SECURITY OF WORKING DRAWINGS

All approved plan drawings, shop drawings, and production drawings are maintained and stored in the Engineering Department. All changes to these drawings shall be made by the Engineering Department. Any new or revised drawings to be used in the manufacture of a Manufacturer's structure, including but not limited to, plot plans, floor plans, elevations, typical construction details, heat loss and electrical calculations, shall be submitted to the Independent Inspection Agency for approval prior to the implementation of the drawing. Revised drawings (other than Compliance Records) shall be removed and retained for a minimum of 10 years.

SERIAL NUMBER SYSTEM

When the Manufacturer's structure is ordered by or sold to an authorized customer, a sales order is issued by the Manufacturer Sales Department. The Project Coordinator reviews the structure's sales order for accuracy and assigns a job/ serial number.The serial number of the structure is permanent in its assignment and cannot be reused. The serial number is etched on the data plate permanently and that serial number references all records pertaining to that specific structure.

Once production begins, the serial number is written on each structure during all production phases. The serial number must always be kept visible, whether denoted on a finished surface or a fixture such as a door or window.

SECURITY OF CERTIFICATION LABELS

All certification labels and seals shall be ordered directly from the Independent Inspection Agency or the appropriate State Agency. The Quality Assurance Manager is responsible for the administration and security of those labels. The Quality Assurance Manager is responsible for the reporting of the certification labels and seals to the appropriate entities using the proper forms. All damaged labels and/or seals are secured, and the proper agency is notified, then are either returned or destroyed per the instructions of the governing agency.

The certification labels and/or seals are affixed to the assigned unit by the Independent Inspection Agency or by the Manufacturer Quality Assurance Manager (or his designate), but only after the unit is complete and in compliance with the requirements, as evidenced by the completed Code Compliance Inspection Checklist. The location is to be noted on the approved plans.

MATERIAL PROCUREMENT PROCEDURES

Every effort shall be made to use materials that are properly listed per the requirements of the Code. Documentation detailing the suitability of various infrequently used subsystems and components shall be maintained in the Purchasing Department using product catalogs, installation manuals and like materials.

All new materials not affecting the structural components of the structure must be reviewed by Engineering and Quality Assurance personnel for approved use. If new materials are approved, the Purchasing Department is notified of the approval and must obtain,

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from the supplier, all history or written technical necessary for approved use. Reports include approved listing or installation information.

If new materials are rejected, a reason must be given for rejection (such as not being a listed product) as to why the material will not meet applicable State requirements.

INSPECTION OF MATERIALS AT TIME OF RECEIPT

The receiving agent shall check all incoming materials to assure that the material conforms to the specific noted on the purchase order. All materials are inspected for damage. Incorrect, damaged, or defective material is noted on the delivery receipt and returned to the supplier of the product, if possible. The Purchasing, Quality Assurance and Production Departments are notified of the suspect material.

All supplies procured from an outside supplier are inspected to assure conformance to contract specifications. The nature and extent of inspection performed is determined by the Quality Assurance department. Generally, materials are inspected for material type, grading, species, or span ratings, certifications and/or listing agency stamps.

The receiving department identifies supplies by the packing slip and a copy of original purchase orders, verifies the count received and inspects for incoming concealed damage. If damage is found, the freight bill is marked as to quantity of damage found. The freight bill is copied and with the purchase order, is given to the Purchasing department so that new material can be reordered. Undamaged material is sent to its proper storage area.

PROTECTION OF MATERIALS

Every effort shall be made to store all materials shall be stored in a warehouse. All materials shall be stored in a neat and orderly manner and according to the material manufacturer's storage requirements. Material is to be rotated on a "first in, first out" manner. If required, material may be stored in an exposed location, but may not be stored in a manner that will damage the material in any way and in accordance with the material manufacturer's requirements.

All materials that constitute rough framing materials are stored in the warehouse area within 4 hours of receipt. All materials that constitute finish materials are stored immediately upon receipt in the designated warehouse area.

DISPOSITION OF NONCOMPLIANT AND/OR REJECTED MATERIALS PRIOR TO CONSTRUCTION

Materials rejected from the construction process are placed in a designated area so that they cannot be mistakenly be used in the construction process. The suspect material shall remain in this location until it is disposed of, returned to the supplier or scrapped out for parts. Rejected materials are packaged together and stored in an outside storage area away from usable materials. Rejected materials are to be tagged "reject" or culled immediately. Some rejected materials, such as dimensional lumber, may be salvaged for use in the framing of the wall and/or roof system as backers, splice plates, etc.

DATA PLATE REQUIREMENTS

The data plate shall be submitted to the third-party independent agency as a part of the structure's plan review and approval process.

The data plate shall be printed on material that limits the smudging of the information, capable of lasting for years, permanently placed and self-destructing if removal is attempted. It shall be acceptable to print the data plate on plain paper so long as the data plate is laminated to assure clarity and longevity. The data plate, along with the certification labels, shall be installed at or near the final location of the electrical service panel or another location as noted on the approved plans. The data plate and certification labels may be affixed to the service panel cover, so long as the electrical information is not covered.

The data plate shall contain, at a minimum, the following information:

1. Name and address of manufacturer;
2. Serial number(s) and/or manufacturer's identification numbers;
3. Manufacturer's model name and number;
4. Certification label numbers;
5. Construction classification;
6. Occupancy classification (use group);
7. Seismic zone;
8. Basic wind speed and exposure categories;
9. Roof and floor live loads;
10. Fire ratings of exterior walls;
11. Thermal resistance values;
12. Date of manufacture;
13. Name and date of the applicable building code(s) complied with; and

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14. Service panel size.

The “date of manufacture” is defined as the date the structure was certified by the Manufacturer’s Quality Assurance department as being compliant with the requirements. The data of manufacture shall also be the date the data plate and certification labels were affixed to the structure.

RIGHT OF ENTRY FOR INDEPENDENT INSPECTION AGENCY

The Manufacturer authorizes and grants ADOH (Arizona Dept of Housing) and its representatives the right to enter the Manufacturer’s manufacturing facility during normal working hours for regular inspections and at special times as requested by the Manufacturer.

All other visits by ADOH or other party not related to the inspection of Manufacturer structures shall be made by appointment. Every effort will be made to accommodate unscheduled visits, but the Manufacturer reserves the right to limit these unscheduled visits for insurance, proprietary, and safety reasons.

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PRODUCTION ASSURANCE SYSTEMS

CODE COMPLIANCE INSPECTION CHECKLIST PURPOSE

The Code Compliance Inspection Checklist is completed by the Production Department and the Quality Assurance Department as the structure flows through the construction process. The purpose of this checklist is to provide a written record of compliance or non-compliance of the structure. A sample of the Code Compliance Inspection Checklist is found in the Appendix.

To shift from a quality "controlling" atmosphere to a quality "assuring" atmosphere, Production personnel is required to sign for their respective areas of construction. In this way, Production is accountable for their part in the construction process. The Engineering, Production and Quality Assurance departments are separate in their respective roles, but together, their interactions and cross-accountability is essential to the compliant construction of the structure.

CORRECTIVE ACTION

Any non-conformance noted by the Production personnel, the Quality Assurance personnel, the Independent Inspection Agency, or other regulatory agency shall be corrected immediately before further work can continue. Non-conformances of a more complex nature and those non-conformances occurring away from the manufacturing facility shall be corrected after obtaining authorization from the Quality Assurance Department.

If a nonconformance cannot be immediately corrected, the Manufacturer shall place the structure on an internal red-tag status, preventing the nonconformance from being covered by subsequent construction. When the nonconformance is corrected, the structure can resume production. The Independent Inspection Agency will also have procedures that may be enforced when a nonconformance cannot be corrected by the end of their audit.

Upon notification of any non-conforming material, sub-assembly, assembly or component, the Quality Assurance Department shall consult with any or all the following: The Engineering Department, Production Department, the Independent Inspection Agency, the appropriate regulatory agency, and/or the material manufacturer to ascertain the correct repair and shall authorize corrective action be taken as soon as possible.

The Quality Assurance Department shall analyze the nature of the non-conformance, attempt to disclose the cause of the nonconformance and take appropriate steps to reduce the repetition of the non-conformance. When a nonconformance is detected in a structure, all other structures shall be inspected for the same nonconformance.

MANUFACTURING PROCESS DESCRIPTION

The following is a general description of the manufacturing process, including basic items to inspect. This description mirrors the Code Compliance Inspection Checklist. The items listed are not exclusive or limited, as other items are also inspected.

1. Floor system construction
    - Check for proper grade and type of floor joist.
    - Check floor joist fastening to rim joist blocking, spacing of joist, and location and fastening of joist hangers.
    - Check for proper test stamp and grade of materials used in roof trusses.
    - Check for proper fastening of trusses to wall system.
    - Check for square.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
2. Plumbing systems in floor cavity
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
3. Floor insulation installation (if applicable)
    - Check insulation type and R-Value.
    - Check for proper placement of insulation in floor system.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
4. MANDATORY INSPECTION 1
5. Floor sheathing installation
    - Check decking grade and agency stamp.
    - Check fastening and gluing of decking to floor joist.
    - Check unit floor for square.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
6. MANDATORY INSPECTION 2
    -
7. Exterior wall construction and set
    - Check exterior wall studs for grade and spacing.

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- Check for proper nailing of studs to plates and plate to floor system.
- Check for proper material grade and construction of exterior door and window headers.
- Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.

8. Exterior wall sheathing installation
   - Check fastening and type of exterior wall sheathing.
   - Check siding for type and installation as per manufacturer's specifications.
   - Check siding fasteners for spacing and size.
   - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
9. Partition wall construction and set
   - Check interior wall studs for grade and spacing.
   - Check nailing procedures of walls to floor.
   - Check for proper placement of walls on floor system.
   - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
10. Roof/ceiling construction and set
    - Check truss placement according to truss manufacturer's layout print.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
11. Roof sheathing installation
    - Check roof sheathing for grade stamp nailing, H-clips and installation.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
12. Plumbing systems in interior and exterior walls
    - Check type of water line material used plus installation and strapping of water lines.
    - Check for air test of unconcealed piping.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
13. Plumbing systems in roof cavity
    - Check type of water line material used plus installation and strapping of water lines.
    - Check for air test of unconcealed piping.
    - Check for proper venting of all plumbing fixtures through walls and roof.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
14. Electrical systems in interior and exterior walls
    - Check rough in electrical.
    - Check wires for size and installation method for required circuits.
    - Check boxes for proper size, spacing and method of support.
    - Check system for compliance to code.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
15. Electrical systems in roof cavity
    - Check rough in electrical.
    - Check wires for size and installation method for required circuits.
    - Check boxes for proper size, spacing and method of support.
    - Check system for compliance to code.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
16. MANDATORY INSPECTION 3
17. Exterior wall insulation installation
    - Check insulation type and R-Value.
    - Check for proper placement of insulation in wall cavities.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
18. Roof insulation installation
    - Check insulation type and R-Value.
    - Check for proper placement of insulation in roof cavities.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
19. MANDATORY INSPECTION 4
20. Air/vapor retarder (interior) installation
    - Check for proper installation of air/vapor retarders in wall and roof cavities.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
21. Air/vapor retarder (exterior) installation
    - Check for proper installation of air/vapor retarders on exterior walls.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
22. MANDATORY INSPECTION 5

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23. Window and door installation
    - Check windows and exterior doors for installation, placement, and egress requirements.
    - Check for insulation around windows and exterior doors
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
24. Gypsum installation on walls and ceiling
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
25. MANDATORY INSPECTION 6
26. Roof covering preparations
    - Check for proper material and application of aluminum drip edge, roofing felt, and asphalt shingles.
    - Check for proper frost flashing of vents through roof and proper height of vent termination above roof.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
27. MANDATORY INSPECTION 7
28. Exterior wall covering installation
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
29. Roof covering installation
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
30. Final finish
    - Check for proper installation of fixtures and shut-off valves at fixtures.
    - Check for proper water line connections, fitting, size, and workmanship.
    - Check attachment of wires to devices panel and grounding.
    - Check fixtures for proper installation to codes and approved agency stamps.
    - Check circuits for proper size breakers in panel and labeling for circuits in panel.
    - Check for proper spacing and strapping and/or protection of wiring.
    - Check proper size and types of all raceways if used.
    - Check securing of panel to panel backer for drop-in installation at job site.
    - Check cabinets and counter tops for proper installation and size.
    - Check range hood for proper ducting, fire protection and venting through roof.
    - Check interior doors for proper size, location, and swing.
    - Check all finished material for damage that may have occurred during installation.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
31. MANDATORY INSPECTION 8
32. FINAL CERTIFICATION

MANDATORY CONSTRUCTION INSPECTIONS

The signing of each inspection assures that the assemblies constructed in this area are following the Quality Assurance Manual and/or the State standards in effect at the time of construction. Defects shall be noted on the reverse of this Inspection Checklist.

The MANDATORY INSPECTIONS must be completed and nonconformances corrected and/or noted before the next construction phase may begin. Work processes may overlap in different stations but may not be covered until the MANDATORY INSPECTIONS have been performed.

1. MANDATORY INSPECTIONS 1 through 7 are to be signed off by both Production and/or Quality Assurance personnel. See the "CODE COMPLIANCE INSPECTION CHECKLIST PURPOSE".
2. MANDATORY INSPECTION 8 is to be signed by both Production and Quality Assurance personnel.
3. The FINAL CERTIFICATION may only be signed by Quality Assurance personnel.

PERSONS AUTHORIZED TO WITNESS SYSTEMS TESTING

The Production personnel responsible for performing a specific systems test may not sign off as a witness to their test, unless the testing personnel is licensed by the State of Arizona in the field that the test is related to. For example, a licensed electrician that performs electrical testing may sign for his own test.

FREQUENCY OF QUALITY ASSURANCE INSPECTIONS

The Quality Assurance Department shall continuously monitor the production process through all phases and aspects of the structure. This 100% monitoring system shall follow the "Code Compliance Inspection Checklist".

The Independent Inspection Agency shall inspect every unit at least once in some point in the production process. The Independent Inspection Agency shall also audit any compliance records pertinent to observed non conformances.

CODE COMPLIANCE WORKMANSHIP STANDARDS

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In addition to all code requirements, all work performed shall be in a neat and orderly manner and will achieve a pleasing appearance. Product memorandums are issued periodically and will note code-required changes, alterations to the interior and exterior design, appearance, and style of the structure. An enlarged sketch detailing special construction is also shown on the product memorandums. Any work not meeting the company standards shall be brought to the attention of the Production Department responsible.

DISPOSITION OF NONCOMPLIANT AND/OR REJECTED MATERIAL DURING CONSTRUCTION

Any unit found to have noncompliant materials should be corrected immediately. When this is not possible or practical, and continued construction will not hinder the correction of the noncompliant item, the structure will be allowed to continue in the production process. A "Red Tag" shall be affixed to the unit and a written description of the nature of the noncompliance with the repair method noted. Ordinarily not-repairable assemblies will be disposed of in a similar manner as rejected new material.

FINAL INSPECTION AND CERTIFICATION

The procedure for the final in-plant inspection is as follows:

1. Verify that the certification label(s) and/or seal(s) are properly located and affixed
2. Verify that the Data Plate is complete and accurate and that the Data Plate is properly located and affixed
3. Verify that the inspection records are complete

PREPARATION FOR SHIPPING

The structure is cleaned and rechecked for defects in workmanship and material. Plumbing drops are checked to assure that the drop does not extend below the bottom edge of the floor joist system. All electrical wiring is secured between the floor joists, as is the distribution panel board, to prevent shifting and possible damage while in transit. All ship-loose items are secured to prevent damage to the materials and to the structure. All shortages are completed, and the unit is cleaned again and sealed.

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POST-PRODUCTION ASSURANCE SYSTEMS

HANDLING AND STORAGE OF COMPLETED STRUCTURES

All openings in the exterior envelope are closed and reinforced to prevent weather damage in the storage yard or in transit. Any structure stored over 1 week is checked every week thereafter for possible damage while in storage.

TRANSPORTATION OF STRUCTURE TO PERMANENT SITE

All structures are moved to the permanent site, using a house-mover transportation trailer, an integral trailer, or a single transportation trailer. The structure installer is required to check for damage at the time of delivery, and to report any damages to the Manufacturer immediately.

The Manufacturer does not participate in the transportation of the structure as that is handled by a private entity that deals directly with the end user. If the Manufacturer does become involved in the transportation aspects of the structure, the structure shall be monitored on the way to the destination by the transportation personnel. The Manufacturer has engineered the structural integrity into the structure, allowing for minimal structural or cosmetic damage to the structure during transportation.

All efforts must be made to obtain the destination site (final occupied location) of the structure. A post office box or "at the corner of" designation shall not be accepted. This end destination is important in determining the applicable Codes as well as providing a delivery destination and service destination as necessary. This end destination becomes a permanent piece of information in the structure's dedicated file.

STRUCTURE INSTALLATION AT THE END DESTINATION

The Manufacturer does not participate in the installation of the structure and as such, the installation procedures and requirements are the responsibility of the structure installer, builder, or dealer. The Manufacturer does not have any responsibility or liability with regards to the installation of the structure. The structure installation must comply with the instructions provided by the privately-contracted structure installer and the State and/or Local Building Codes.

FIELD REPAIRS

The Manufacturer maintains a Service Department that is responsible for the field repairs of the Manufacturer structure after it reaches its destination. The Service Manager, working with the Quality Assurance Manager, will monitor all field repairs. If a field repair is repetitive in nature, the Service Manager is required to inform the Quality Assurance and Production Departments of the nonconformance.

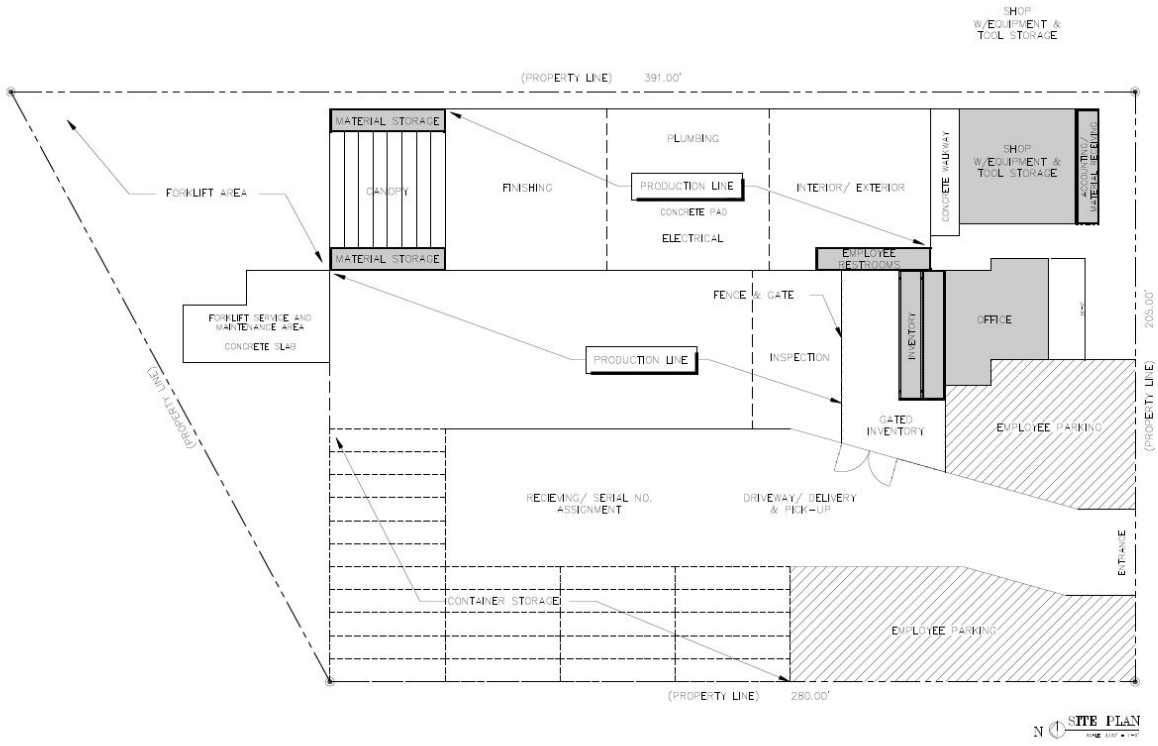
INFORMATION PROVIDED TO STATE AND/OR LOCAL AUTHORITY HAVING JURISDICTION

When requested by a State and/or Local Authority have jurisdiction, the Manufacturer shall provide the Third-party- or State-approved plan sets, which may include the following items

1. Typical exterior elevations
2. Typical construction details
3. Typical drain, waste, and vent systems layouts (factory-built portions only)
4. Typical electrical systems layouts (factory-built portions only)
5. Plot plan (when available)
6. Thermal heat loss calculations

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APPENDIX 1 –MANUFACTURING FACILITY LAYOUT (not to scale)



1: Receiving/Serial No: Container is inspected for defects and a Serial number is assigned and attached
2: Inspection: Plans are reviewed and outlines for any cuts to be made, a general review of the building components and build
3: Interior /Exterior: all cuts, welds, windows, doors, HVAC, sub Floor, drywall, FRP, and any interior or exterior cosmetic
4: Electrical: All wiring, lighting, panel box and Electrical outlets are done here
5: Plumbing: All Sewer, water, and gas plumbing is done here
6: Finishing, all finishes both interior and exterior are applied here

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APPENDIX 2 – CODE COMPLIANCE INSPECTION CHECKLIST

Serial Number:	Production Number:	Model Number:	Start date:
Destination:	State Labels:	3rd Party Labels:	Finish date:

CONSTRUCTION INSPECTIONS - The signing of each inspection assures that the assemblies constructed in this area are in compliance with the Quality Assurance Manual and/or the State standards in effect at the time of construction. Defects shall be noted on the Nonconformance Control Form. The MANDATORY INSPECTIONS must be completed and nonconformances noted before the next construction phase may begin. Work processes may overlap in different stations, but may not be covered until the inspections have been performed. MANDATORY INSPECTIONS may be signed off by Production Groupleaders, Production Supervisors or Quality Assurance personnel per the list found in the Quality Assurance Manual. MANDATORY INSPECTION 13 may only be signed by Producton personnel while the FINAL CERTIFICATION may only be signed by Quality Assurance personnel.

CONSTRUCTION INSPECTIONS	PRODUCTION AREA	DATE	QUALITY ASSURANCE	DATE
Sub-floor construction	3			
Floor sheathing installation	3			
MANDATORY INSPECTION 1	3			
Floor underlayment installation	3			
Plumbing in interior walls	5			
Partition wall construction	3			
MANDATORY INSPECTION 2	3			
Plumbing in exterior walls	5			
Exterior wall construction and set	3			
Marriage wall fastening and uplift connections	3			
Ceiling construction and set	3			
Plumbing in roof cavity	5			
MANDATORY INSPECTION 3	3			
Electrical systems in roof cavity	4			
Electrical systems in wall cavities	4			
MANDATORY INSPECTION 4	4			
Exterior wall insulation installation	3			
MANDATORY INSPECTION 5	3			
Exterior sheathing installation	3			
MANDATORY INSPECTION 6	3			
Window and door installation	3			
Air barrier installation	3			
MANDATORY INSPECTION 7	3			
Exterior siding installaiton	3			
MANDATORY INSPECTION 8	3			
Roof insulation installation	3			
MANDATORY INSPECTION 9	3			
Roof sheathing installation	3			
MANDATORY INSPECTION 10	3			
Roof covering preparations	3			
MANDATORY INSPECTIONS 11	3			
Roof covering installation	3			
MANDATORY INSPECTION 12	3			
Final finish	6			
MANDATORY INSPECTION 13	6			

SYSTEMS TESTING - The following tests have been successfully performed in accordance with the requirements of the Quality Assurance Manual. The witnessing of the tests is to be done by Quality Assurance personnel and is optional.

SYSTEMS TEST		TESTING PERSONNEL	WITNESSED BY	DATE
ELECTRICAL SYSTEMS TESTS	Di-electric strength			
	Operational			
	Continuity			
	Polarity			
	AFCI & GFCI			
	Smoke alarms			
PLUMBING SYSTEMS TESTS	DWV System			
	Water Supply System			
	High-pressure Gas System			
	Low-pressure Gas System			

FINAL CERTIFICATION - To the best of my knowledge, this unit is constructed in conformance with the applicable State building codes(s) in effect on the date of manufacture.

Quality Assurance Manager, Supervisor or Inspector _____ Date _____

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APPENDIX 3 – MANUFACTURER DATA PLATE

DATA PLATE

Manufacturer		Customer	
Address		Site Location	
City, State, Zip		City/State/Zip	

Date of Manufacture		Construction Typ		Unit Weight	
Unit Serial Number		Bldg Ht / Story H		Seismic Category	
Unit Model Number		Use Group		Roof R-value	
Date Date Plate Affixed		Floor Area (sf)		Wall R-value	
3rd-Party Label Number(s)		Snow Load		Floor R-value	
		Floor Load		Outside Temp.	
State Label Number(s)		3-sec Wind Speed		Degree Days	
		Wind Exposure		Water Test	
Other Notes		Electrical Ratings		DWV Test	

Codes & Standards complied with on Date of Manufacture:

Listed Appliances						Other Information		Special Conditions and/or Limitation
Appliance type		Appliance type		Appliance type		Floor R-Value		
Mfg		Mfg		Mfg		Wall R-Value		
Model		Model		Model		Roof R-Value		
Appliance type		Appliance type		Appliance type		Ext Wall Rating		
Mfg		Mfg		Mfg				
Model		Model		Model				

DATA PLATE

Manufacturer		Customer	
Address		Site Location	
City, State, Zip		City/State/Zip	

Date of Manufacture		Construction Typ		Unit Weight	
Unit Serial Number		Bldg Ht / Story H		Seismic Category	
Unit Model Number		Use Group		Roof R-value	
Date Date Plate Affixed		Floor Area (sf)		Wall R-value	
3rd-Party Label Number(s)		Snow Load		Floor R-value	
		Floor Load		Outside Temp.	
State Label Number(s)		3-sec Wind Speed		Degree Days	
		Wind Exposure		Water Test	
Other Notes		Electrical Ratings		DWV Test	

Codes & Standards complied with on Date of Manufacture:

Listed Appliances						Other Information		Special Conditions and/or Limitation
Appliance type		Appliance type		Appliance type		Floor R-Value		
Mfg		Mfg		Mfg		Wall R-Value		
Model		Model		Model		Roof R-Value		
Appliance type		Appliance type		Appliance type		Ext Wall Rating		
Mfg		Mfg		Mfg				
Model		Model		Model				

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APPENDIX 4 – CHANGES TO QUALITY ASSURANCE MANUAL

CHANGES TO QUALITY ASSURANCE MANUAL				
DATE	PAGE	SECTION	DETAILS	APPROVED
05/30/2023	3	Chart	Updated Organizational Chart with current employees	
05/30/2023	1	N/A	Updated the Cover Sheet	
06/13/2023	2	Table	Updated the Table of Contents	
06/13/2023	22	N/A	Deleted Blank Page #22	
06/13/2023	12	Serial #'s	Updated the manufacturer serial number information	
06/13/2023	6	Testing	Fixed the page layout & format on P.6	

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BY RADCO a CA Department of Housing And Community Development approved third party design approval agency DM920272
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EXHIBIT B – DELIVERY TIMELINE

The City has a grant funding deadline requiring that 38 additional beds be ready for occupancy in the Phase 4 interim improvements at the Temporary Emergency Housing Facility at 370 Arbor Avenue by October 31, 2023. To meet this deadline, the custom container units must be on the project site by September 15, 2023, to allow time for installation of infrastructure connections prior to the deadline.

The Vendor has stated that they have capacity to complete the work and deliver the custom container units during September of 2023.

Upon receipt of the executed Agreement and Notice to Proceed, the Vendor will provide a detailed schedule reflecting the anticipated timeline for completion of the custom containers including all significant milestones during the manufacturing of the custom container units.

The detailed schedule shall include the timing of ordering and anticipated delivery of critical path materials, timeline to begin, complete and ship the first four 5 sleeping room units, timeline to begin, complete and ship the second four units, including three five sleeping room units and one 4 sleeping room unit, anticipated shipping timeframe and anticipated delivery dates.

Schedule milestones shall include purchase and delivery of the containers, submittal and approval of the plans for the custom container plans by the third-party reviewer, all stages of work, third party inspection and approval of the units prior to close up of the interior walls, testing of all electrical components, final finishing and painting, and estimated shipping dates.

The Vendor will meet with the City project manager on a weekly basis to review the progress, timeline, discuss any potential delays or impacts to schedules, and coordinate with the City to address any issues that could cause delays.

Upon delivery of the first four units to the City project site, the City will inspect the units for compliance with the plans and specifications within 5 working days of the delivery date, unless a Force Majeure. The City will provide a list of any damage, deficiencies or noncompliance with the plans or specifications to the Vendor within 5 working days of the City inspection. The Vendor will meet with the City within 5 working days of receipt of the City’s list, to create a resolution plan acceptable to both parties. The same procedure will be followed for the delivery of the remaining 4 custom containers.

EXHIBIT B-1
PRELIMINARY SCHEDULE

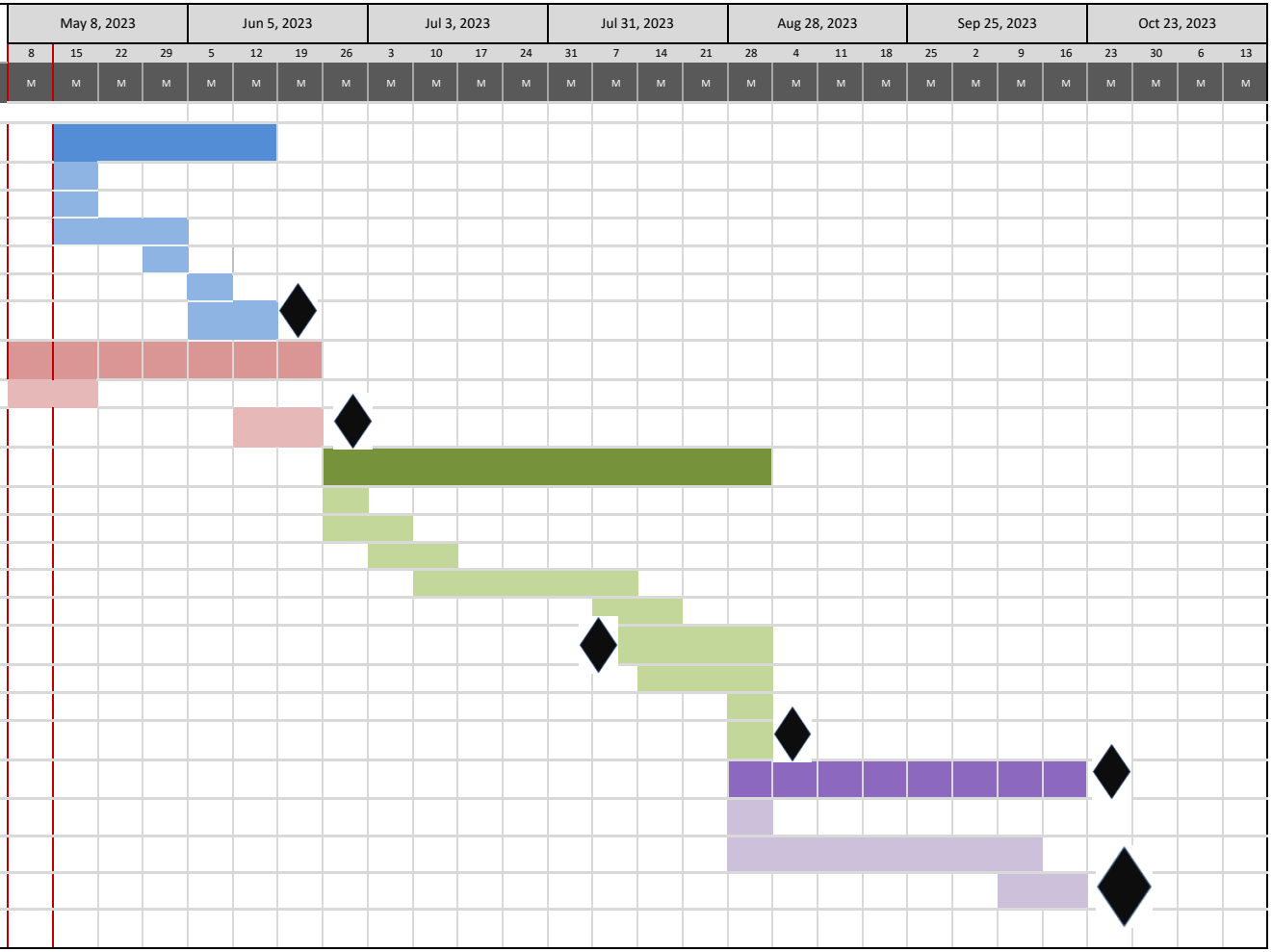
CONTAINER DORMITORIES FOR TEH PHASE 4

City of Tracy
5/12/2023

Project Start Date: Fri, 5/12/2023

Display Month (28 day): 1

TASK	PROGRESS	START	END
LINKED EQUIPMENT AGREEMENT AMENDMENT APPROVAL			
HOMELESS ADVISORY COMMITTEE REVIEW	0%	5/18/23	5/18/23
HOMELESS ADVISORY DIRECTION	0%	5/18/23	5/19/23
AGREEMENT AMENDMENT REVIEW	0%	5/19/23	5/31/23
DEADLINE - COUNCIL AGENDA PUBLICATION D/	0%	6/1/23	6/1/23
CITY COUNCIL MEETING	0%	6/6/23	6/6/23
EXECUTION OF AGREEMENT AMENDMENT UPON COUNCIL APPROVAL	0%	6/7/23	6/14/23
DESIGN AND APPROVAL			
PRELIMINARY DESIGN SKETCHES	0%	5/12/23	5/16/23
FINAL DESIGN SUBMITTAL AND APPROVAL (10 DAYS AFTER RECEIPT OF EXECUTED	0%	6/15/23	6/20/23
CONTAINER CONSTRUCTION			
NOTICE TO PROCEED		6/27/23	6/27/23
BEGIN MATERIALS ACQUISTION		6/28/23	7/3/23
BEGIN CONTAINER CONSTRUCTION		7/5/23	7/10/23
INTERIOR ROUGH IN		7/11/23	8/8/23
THIRD PARTY INSPECTION		8/8/23	8/18/23
CITY INSPECTION AT MANUFACTURER		8/10/23	8/29/23
INTERIOR BUILD OUT, PAINTING, EXTERIOR FINISH WORK		8/18/23	8/29/23
TRANSPORATION TO TRACY		8/29/23	8/31/23
DELIVERY & CITY INSPECTION		8/31/23	8/31/23
INSTALLATION AT ARBOR SITE			
INSTALLATION OF UNITS ON EXISTING FOUNDATIONS		8/31/23	9/1/23
CONSTRUCTION OF INFRASTRUCTURE TO SERVE PHASE 4 HOUSING		9/1/23	10/13/23
FINAL PUNCHLIST OF INFRASTRUCTURE INSTALLATION		10/13/23	10/18/23
OCCUPANCY DEADLINE		**10/31/2023**	



PLEASE NOTE: FINAL SCHEDULE WILL BE NEGOTIATED WITH VENDOR AFTER EXECTION OF THE AGREEMENT

EXHIBIT C – PURCHASE PRICE AND PAYMENT TERMS

PURCHASE PRICE

CUSTOM CONTAINER	QUANTITY	UNIT COST	TOTAL
5 UNIT DORMITORY	7	$75,500	$528,500
4 UNIT DORMITORY	1	$67,900	$ 67,900
		SUB-TOTAL	**$596,400**
ESTIMATED SHIPPING	8	$3,000	$24,000
CONTINGENCY (10%)			$62,040
TOTAL NOT TO EXCEED AMOUNT		**TOTAL**	**$682,440**

PAYMENT TERMS

After Vendor receipt of executed Agreement and Notice to Proceed, invoices shall be submitted on the following schedule:

1. 25% deposit for each unit cost when verification is provided to the City that container orders have been placed and container delivery dates are confirmed.
2. 25% progress payment for each unit upon City receipt of verification of plan approval by the 3rd party inspector for the California Department of Housing and Community Development.
3. 25% progress payment for each unit upon shipment of completed custom container units to the City project site.
4. 25% final payment for each unit upon City inspection and formal written acceptance of each completed custom container on the City project site.

Initial deposits shall be made for each delivery of custom containers, in alignment with the acquisition and beginning of manufacturing schedule provided as required by Exhibit B.

The City Finance Department will assist the project manager in expediting the processing of all invoices to ensure payments are sent in a timely manner and to avoid any delays Vendor receipt of payments.

ATTACHMENT B

Vendor	Price	Lead-Time	CA Building Code Requirements (Y/N)	Include Plans & Specification	Consideration of the Existing Foundations	Requires Addt'l Space	38 beds in-service *(by October 31, 2023)*	Challenges	Contact Information
Custom Containers									
Linked Equipment, Phoenix, AZ	5 room $75,500 ea. 4 room $67,900 ea.	3-4 months	Yes (HCD Registration)	Yes	Yes	No	Yes	If agreement is executed as soon as possible; expecting an approval City Council date of June 20, 2023.	Mark Pike
Falcon Industries, TX	N/A	Unknown	Yes (HCD Registration)	Set floor plans only, no custom designs	Unknown	Unknown	No	No custom units	Shannon Fields
Drop box Inc, Denver CO	N/A	Unknown	Unknown	Unknown	Unknown	Unknown	No	Fixed Designs, no custom units	Shane Meadows
Conexwest, Oakland CA	N/A	Unknown	Unknown	Unknown	Unknown	Unknown	No	Unfinished containers only	Greg Minor
BOXX Modular, TX	N/A	Unknown	Unknown	Unknown	Unknown	Unknown	No	Custom Designs not offered in 2021	3475 High River Road Fort Worth, TX 76155
Volumetric Building Companies, Global Headquarters Philadelphia, Manufacturing Facility Tracy, CA	TBD	Unknown	Unknown	Unknown	Unknown	Unknown	TBD	Site Visit on 6/7/23 with Chris Schmidt, Flor Robles (Admin Tech for Homeless Service Division) and James Jackson. Chris took photos and requested copies of punch list and wil get back to us within next two weeks.	Victoria, Senior Sustainability Mgr. (HQ-Philly) Chris Schmidt (West Coast, Mgr.)
Tiny Homes									
Quick Haven	598K (25 units)	Unknown	Unknown	25 units	Unknown	Unknown	N/A	1) 60-90 days based on previous conversations. Fire Marshall also indicated that Tiny Homes would need to be 10 ft apart versus containers that can be 8ft apart since they are made of steel. 2) Exterior of units are less than 9 ft square and are too wide for the existing concrete foundation that are 8ft wide and fire marshal would have to approve 9' separation between units vs 10'.	Quick Haven Inc. 5786 Commerce Blvd Rohnert Park,CA 94928
Pallet	$483K (24 units)	Unknown	Unknown	24 Units	Unknown	Unknown	N/A	1) 64 sq. ft pallet units would only accommodate 1 person and may not accommodate ADA. 2) Would not provide warranty.	Pallet Inc. 1930 Merrill Creek Parkway, Suite A Everett, WA 98203
Tents Camps									
Safe Camping (Tents)	2.1 Million contract with the Salvation Army to manage for shelter for 1 year. The operations costs for FY 2023 Sheltering-Armory $2,454,000 Million and Sheltering-Other $1,513,716 Million	N/A	No	60 tents inside and 75 tents outside	N/A	N/A	N/A	Santa Cruz-Operations is through Salvation Army, 24/7 Operations. 60 tents inside and 75 tents outside. Inside tents ending June 30,2023 Sanitation and security needs to be provided. For example. 54 tents in Tracy equal 32 tons of debris (64,000 lbs.)	City of Santa Cruz, Susan Oki, Homelessness Response 831-420-5059
Safe Camping (Tents)	400K yearly to fund (Funding came from two open positions from City Managers office)	N/A	No	27 tent spots	N/A	N/A	N/A	Located in City-owned property with 27 tent spots. This low barrier camp offers basic services such as showers and cooking facilities, with staff providing daily oversight and case management. Funding is sporadic and unsustainable, no security 24/7, rely on Parks and Recreation for sanitation	River Street Transitional Camp 1220 River Street Santa Cruz, CA 95060
Safe Parking (Recreational Vehicles)	$390,000, one-year program was funded by the City of Santa Cruz and will be run by homeless service providers from the Santa Cruz Free Guide and the Association of Faith Communities	N/A	No	14 parking spaces	N/A	N/A	N/A	Santa Crus Free Guide in partnership with City of Santa Cruz offers 24/7 safe RV parking-14 parking spaces and includes case management services, permanent housing placement assistance and resource problem solving at the site.	Parking Lot outside the National Guard Armory in DeLaveaga Park 855 Branciforte Drive Santa Cruz, CA 95065
Safe Parking (Vehicles)	$564,791 from money received from the State of California, ARPA funds and two vacant positions in Public Works	N/A	No	**Tier 1:** 3 spaces **Tier 2:** 30 spaces **Tier 3:** 15-20 spaces	N/A	N/A	N/A	Santa Cruz has a 3-Tier Safe Parking System: **Tier 1 Emergency Safe Parking for 24 Hours** (3 spaces total) located at the Santa Cruz Police Dept Parking Lot. **Tier 2 Multiple Safe Parking Sites for up to 30 days**, (30 spaces total) in 2 City-owned lots. Trash facilities, portable restroom and hand washing stations are provided on-site. Outreach is currently being done by parking and SCPD staff as well as through City and County outreach workers. **Tier 3 Operator Supported 24/7 Safe Parking Site** (15-20 spaces total): Provide more stability to clients through a 24/7 parking program tied to case mgmt.	City of Santa Cruz, Susan Oki, Homelessness Response 831-420-5059
Safe Parking (Vehicles)	$340,000 of Community Development Block Grant (CDBG) CARES Act 3 funding	N/A	N/A	15 spaces	N/A	N/A	N/A	City of Fremont Host sites are faith based and move every 30 days. CDBG funds are used to provide sanitation facilities and other in-kind services	Rotating Parking Lots Sites: Christ the King, Grace Church, Niles Discovery Church, South Bay Community Church, and Redeemer Church of Silicon Valley.
Safe Parking (Vehicles)	Funding source American Rescue Plan Act Funding	N/A	N/A	25 spaces	N/A	N/A	N/A	Reached out to Edgar Garcia HUD Supervisor (No response on inquiry). Agreement is between County is between County of Stanislaus, Salvation Army and Stanislaus Food Products for use of the site.	Parking lot located at 9th and B Street
Building (Future Project Planned use for Phase 4 area-prior to interim developments									
60'x150' Traditional or Steel Building	$5-$6M (Est)	24 months	Y	Architectural Design Fees, Permitting	Existing foundations can be incorporate into new expanded foundation	N	N	N/A	N/A
60'x150' Sprung Structure	$3-4$M (Est)	6 - 10 months	Y	Architectural Design Fees, Permitting	Existing foundations can be incorporate into new	N	N	N/A	N/A
Modular (Leases)									
Mobile Modular Management Corporation	$591,415.20 (60 month lease total)	60-month lease	Yes	4 Modulars and 1 Admin Building	N/A	N/A	Currently in service	Dormitory modular type is not readily available. They were designed for St. Mary's during COVID. Lead time on new dorm units is 9-12 months. Mobile Modular builds mostly administrative modulars versus dorm style. Cost to covert existing administrative units to dorm style is $90,000, plus monthly lease costs.	Current 5 Leased Modulars (4 previously located at St. Mary's) Mobile Modular, 5700 Las Positas Rd, Livermore, CA 94551, Phone #: 925-606-9000
No Action									
								City Council directs staff to cease construction/installation of customer containers.	N/A

ATTACHMENT C

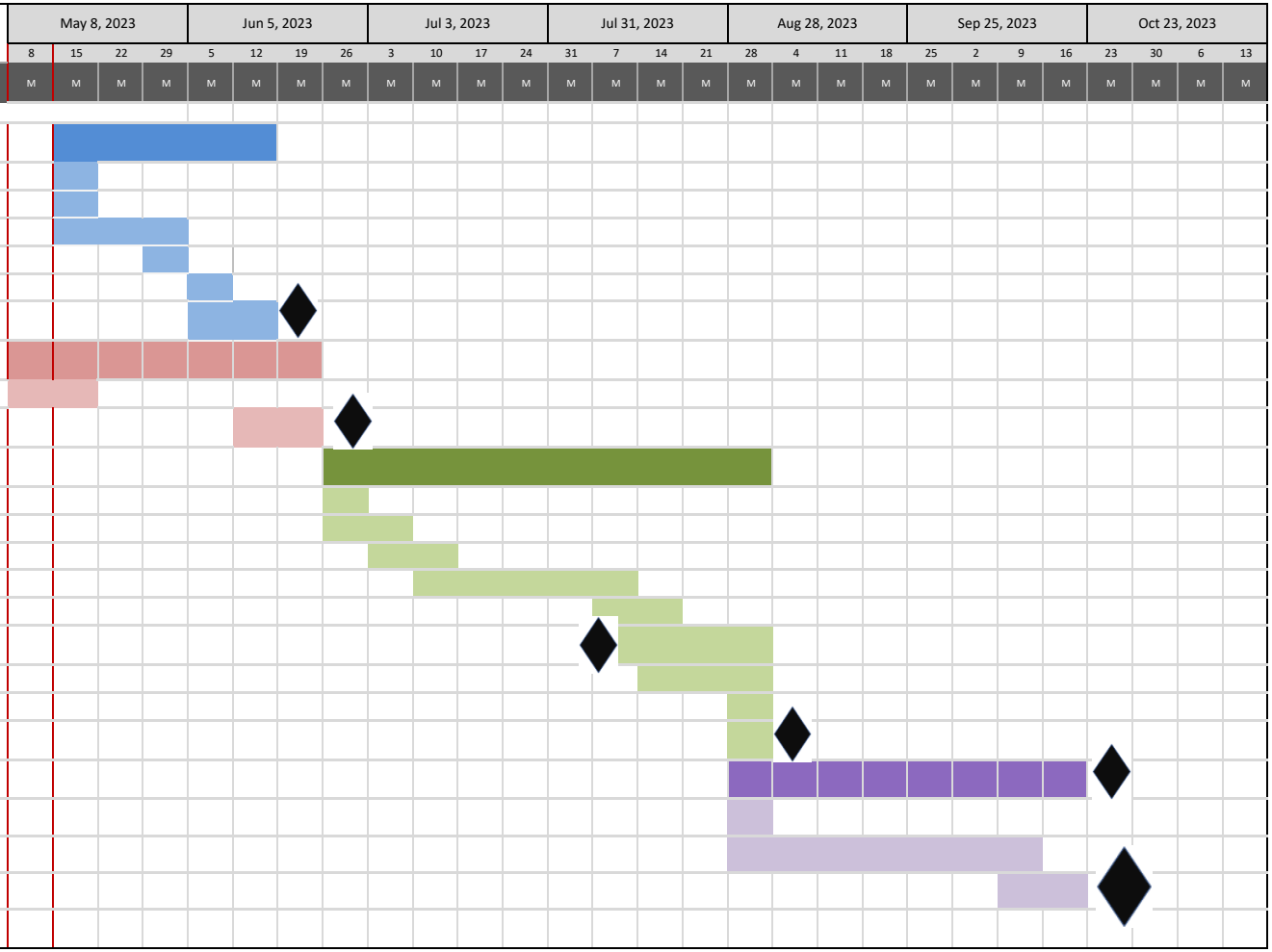
CONTAINER DORMITORIES FOR TEH PHASE 4

City of Tracy
5/12/2023

Project Start Date: Fri, 5/12/2023

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CITY COUNCIL MEETING	0%	6/6/23	6/6/23
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OCCUPANCY DEADLINE		**10/31/2023**	



APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.180(B)(1), VARIOUS PROCUREMENT CONTRACTS FOR GOODS AND GENERAL SERVICES EXECUTED BY THE CITY MANAGER TO IMPLEMENT INTERIM HOUSING SOLUTIONS TO ADDRESS THE DECLARED SHELTER CRISIS AND APPROVING A PURCHASE AGREEMENT FOR GOODS WITH LINKED EQUIPMENT, LLC FOR THE PURCHASE OF EIGHT PRE-MANUFACTURED CUSTOM CONTAINER STRUCTURES IN AN AMOUNT NOT-TO-EXCEED $682,440 TO BE INSTALLED AS PART OF PHASE 4 OF THE INTERIM IMPROVEMENTS AT THE TEMPORARY EMERGENCY HOUSING FACILITY PROJECT AT 370 W. ARBOR AVENUE

WHEREAS, given the complexity and magnitude of the homelessness crisis, further exacerbated by the COVID-19 pandemic, supply chain constraints, and the limited supply of affordable permanent housing options not only in the City, but throughout San Joaquin County, there is a significant and immediate need for interim housing solutions in the City, including interim emergency housing; and

WHEREAS, on March 10, 2020, the City Council declared a shelter crisis through the adoption of Resolution No. 2020-052; and

WHEREAS, under the shelter crisis, the City is authorized to provide emergency housing, shelters, bridge housing communities, and other services to the unsheltered; and

WHEREAS, on September 1, 2020, the City Council authorized the creation of a Capital Improvement Project for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness (Facility); and

WHEREAS, on December 21, 2021, the City Council authorized the direct purchase of pre-manufactured structures from Linked Equipment, LLC., as part of the Temporary Emergency Housing Facility Project, CIP 71112, at 370 Arbor Avenue under Resolution 2021-198; and

WHEREAS, The City has been successful with Linked Equipment, LLC., not only with the final product, but with the final product meeting CA Building Code Standards and certifications required by the State of California Department of Community Development; and

WHEREAS, site work for the Facility is underway, and the City solicited bids for the Project; and

WHEREAS, on August 16, 2022, the Council rejected the single bid received for the Temporary Emergency Housing Facility Project on Arbor Avenue, Site Improvements Construction Package 2, CIP 71112 and authorized a rebid of this project; and

WHEREAS, on August 16, 2022, the City Council approved Resolution No. 2022-121, which reaffirmed an emergency shelter crisis as the City of Tracy continues to experience an increasing number of unsheltered individuals; and

WHEREAS, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions; and

WHEREAS, the Resolution also dispensed the procurement requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6); and

WHEREAS, for purchases or general services of $50,000 or more, Tracy Municipal Code Section 2.20.180 requires that the City follow a formal bidding procedure for the procurement of such goods or general services; and

WHEREAS, Tracy Municipal Code Section 2.20.180(b)(1) allows such formal bidding procedures to be dispensed in an emergency, provided that the City Manager reports to the City Council, at the next regular meeting, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency; and

WHEREAS, on May 18, 2023, staff presented to the Tracy Homelessness Advisory Committee (THAC) an alternative to CC915, Inc. dba Custom Containers 915 (CC915) with a proposal to use Linked Equipment, LLC., to purchase replacement containers; and

WHEREAS, the THAC rejected the proposal and directed staff to conduct research on additional options including, tiny homes, modulars, containers, safe parking, and safe camping; and

WHEREAS, the THAC also requested some historical accounts of the vendor selection process for CC915 and various attempts to reconcile with CC915 before the May 18, 2023, recommendation to abandon the CC915 custom containers and select a new vendor and product to provide the 38 housing units; and

WHEREAS, on June 15, 2023, the THAC was presented the requested additional housing options to discuss and provide direction to staff regarding the Phase 4 – Custom Containers; and

WHEREAS, the THAC preferred the option to replace the custom containers units with the purchase of eight pre-manufactured custom containers through Linked Equipment, LLC.; and

WHEREAS, the City has reached an agreement with Linked Equipment, LLC., an Arizona Limited Liability Corporation (LLC) for the purchase of eight pre-manufactured custom container structures in an amount not to exceed $682,440 to be installed as part of the interim improvements at the Temporary Emergency Housing Facility Project at 370 W. Arbor Avenue; and

WHEREAS, the City was awarded a $1.2 million grant from Health Plan of San Joaquin (HPSJ) to fund the purchase and installation of custom containers, which funding is proposed to be used as follows:

Expenses	**Health Plan of San Joaquin**
Modulars (phase 3 first year)	$192,931
Custom Containers (phase 4)	$716,320
Operating (Supplies, Fuel) (phase 3 and 4 first year)	$290,749
Total Committed	**$1,200,000**

WHEREAS, the City received one final extension from HPSJ to have the additional 38 beds in-service by October 31, 2023; and

WHEREAS, to meet the HPSJ grant funding milestones, it is to the City's advantage to procure these custom containers from Linked Equipment, LLC., based on their responsiveness and ability to meet California Building standards through the California Department of Housing and Community Development; now, therefore, be it

RESOLVED: That the City Council hereby approves the contracts for procurement of goods and certain general services set forth in Exhibit A that have been executed by the City Manager, pursuant to Tracy Municipal Code section 2.20.180(b)(1); and be it

FURTHER RESOLVED: That the City Council hereby approves and authorizes the execution of a purchase agreement for goods with Linked Equipment, LLC., substantially in the form set forth in Attachment A, for the purchase of eight pre-manufactured custom container structures in an amount not to exceed $682,440 to be installed as part of the interim improvements at the Temporary Emergency Housing Facility Project at 370 W. Arbor Avenue; and be it

FURTHER RESOLVED: That the City Council hereby finds that this action is exempt from the application of the California Environmental Quality Act (CEQA) pursuant to Government Code section 8698.4 (emergency shelter).

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on July 5, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 5, 2023

Agenda Item 3.D

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution partially rescinding Resolution No. 2022-121, whereby authorization was given to the City Manager to take immediate and emergency actions to implement interim housing solutions for the City of Tracy's unsheltered, and waived procurement requirements for professional services under Tracy Municipal Code Section 2.20.140(b)(6).

EXECUTIVE SUMMARY

On March 10, 2020, the Tracy City Council (Council) adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2. For the subsequent two years, the City of Tracy (City) actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as an ongoing full-service temporary housing solution for the City's unsheltered (Temporary Emergency Housing Project, CIP 71112). During this period, the City designed the facility and nearly completed Phase I of the Temporary Emergency Housing Project, consisting of groundwork and utility construction, and had anticipated opening the Temporary Emergency Housing Project by December 2022. However, in the summer of 2022, the City incurred a significant setback, after opening bids for the installation of the predesigned and prefabricated housing structure.

On August 16, 2022, after learning of the delay in constructing the Temporary Emergency Housing Project, the ongoing threat to the health and safety of the unsheltered population, and in anticipation of the necessity to protect the unsheltered from exposure to harsh weather conditions from the upcoming winter season, the Council adopted Resolution No. 2022-121 (Resolution), which reaffirmed an emergency shelter crisis, pursuant to California Government Code 8698.4, to immediately address the increasing number of unsheltered individuals within the City. In addition to the declaration of the shelter emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions and dispensed the City's competitive bidding requirements for professional services, pursuant to Tracy Municipal Code (TMC) Section 2.20.140(b)(6). On March 7, 2023, Mayor Pro Tem Davis requested that staff return to partially rescind Resolution No. 2022-121, only with respect to the delegation of authority to the City Manager. The Tracy Homelessness Advisory Committee approved this item on May 18, 2023.

BACKGROUND AND LEGISLATIVE HISTORY

On March 10, 2020, the City Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to Government Code Section 8698.2. On September 1, 2020, Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112, to create a safe and dignified facility for residents experiencing homelessness. Phase 1 of the CIP, which included demolition of an existing structure, installation of underground utilities and grading, began in early 2022 and is complete. Phase 2, which is to include the installation of above-ground prefabricated structures, additional utility improvements, and construction of roads, permanent fencing, and sidewalks, was to begin in summer 2022. Only one

bid was received, and the bid was deemed non-responsive, because the required federal compliance forms were not included in the bid packet. The bid also significantly exceeded the engineers' estimate. On August 16, 2022, staff recommended that Council reject the single bid received for the Temporary Emergency Housing Project and authorized staff to re-advertise and rebid the project. With the devastating setback, on August 16, 2022, the City Council adopted the Resolution which reaffirmed an emergency shelter crisis as the City continues to experience an increasing number of unsheltered individuals. Due to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions. The Resolution also dispensed competitive bidding requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6).

ANALYSIS

Since August 2022, staff has presented the City Council with various staff reports to ratify contracts and expenses related to the interim emergency solution, also known as Phase 3 (Modulars) and Phase 4 (Custom Containers), purchased under Resolution No. 2022-121 from CC915, Inc., dba Custom Containers 915 (CC915). As of December 29, 2022, eight (8) custom containers were delivered to the Arbor Avenue site.

Vendor	**Summary**	**Ratification Amount**	**Not to Exceed Amount**
Bicsec Security Inc	Fire Alarm System Installation for custom containers	$60,000	$60,000
Jr Wagner Fire Protection Inc	Installation of Fire Sprinklers for custom containers	$26,000	$26,000
SC Fuel	February 2023 through May 2023 fuel costs	$125,000	$125,000
United Fence Services	Temporary fencing until permanent fencing installed	$200,000	$200,000
United Site Services	Temporary Rental of Restroom for Phase 4	$105,000	$105,000
	TOTAL	$516,000	$516,000

This action is in response to Mayor Pro Tem Davis' request made on March 7, 2023, and seconded by Councilmember Evans, requesting that staff return to the City Council with a proposed Resolution partially rescinding Resolution No. 2022-121. This item was scheduled to be heard by the THAC on May 18, 2023. However, due to time constraints, THAC moved this item forward directly to the City Council for consideration and approval. By partially rescinding Resolution No. 2022-121, the City

Manager will not have additional authority beyond what is set forth in the Tracy Municipal Code, and contracts for Professional Service Agreements, General Service Agreements, or procurement of goods will need to follow procedures set forth in Tracy Municipal Code.

FISCAL IMPACT

This item has no direct fiscal impact as it is related to the recission of delegated authority to the City Manager. Separately, the cost for the above-mentioned contracts is approximately $491,000. The City secured a grant of $1.2 million from Health Plan of San Joaquin for the costs of the custom containers and interim site expenses related to Phase 3 and Phase 4. In addition, the City has committed funding from ARPA for the operations costs at the Temporary Housing Emergency Shelter.

CEQA DETERMINATION

This item is administrative action involving delegated authority and does not qualify or relate to a "project" under the California Environmental Quality Act (CEQA). Separately, Government Code section 8698.4 exempts the application of the CEQA to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing Project at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, Implement the adopted Homelessness Strategic Plan.

ACTION REQUESTED

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution partially rescinding Resolution No. 2022-121, whereby authorization was given to the City Manager to take immediate and emergency actions to implement interim housing solutions for the City of Tracy's unsheltered, and waived procurement requirements for professional services under Tracy Municipal Code Section 2.20.140(b)(6).

Prepared by: Karin Schnaider, Assistant City Manager
Reviewed by: Sara Cowell, Director of Finance
Reviewed by: Bijal Patel, City Attorney
Approved by: Midori Lichtwardt, Interim City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

PARTIALLY RESCINDING RESOLUTION NO. 2022-121, WHEREBY AUTHORIZATION WAS GIVEN TO THE CITY MANAGER TO TAKE IMMEDIATE AND EMERGENCY ACTIONS TO IMPLEMENT INTERIM HOUSING SOLUTIONS FOR THE CITY OF TRACY'S UNSHELTERED, AND WAIVED PROCUREMENT REQUIREMENTS FOR PROFESSIONAL SERVICES UNDER TRACY MUNICIPAL CODE SECTION 2.20.140(B)(6)

WHEREAS, The City of Tracy, like many cities across California, is experiencing a shelter crisis; and

WHEREAS, On March 10, 2020, the City Council declared a shelter crisis through the adoption of Resolution 2020-050 which declared a shelter crisis pursuant to California Government Code Section 8698.2; and

WHEREAS, For the subsequent two years, the City of Tracy (City) actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as an ongoing full-service temporary housing solution for the City's unsheltered (Temporary Emergency Housing Project, CIP 71112); and

WHEREAS, Under the Shelter Crisis, the City is authorized to provide emergency housing, shelters, bridge housing communities and other services to the homeless; and

WHEREAS, During this period, the City designed the facility and nearly completed Phase I of the Temporary Emergency Housing Project, consisting of groundwork and utility construction, and had anticipated opening the Temporary Emergency Housing Project by December 2022. However, in the summer of 2022, the City incurred a significant setback, after opening bids for the installation of the predesigned and prefabricated housing structure; and

WHEREAS, On August 16, 2022, after learning of the delay in constructing the Temporary Emergency Housing Project, the ongoing threat to the health and safety of the unsheltered population, and in anticipation of the necessity to protect the unsheltered from exposure to harsh weather conditions from the upcoming winter season, the Council adopted Resolution No. 2022-121 (Resolution), which reaffirmed an emergency shelter crisis, pursuant to California Government Code 8698.4, to immediately address the increasing number of unsheltered individuals within the City; and

WHEREAS, The continued shelter crisis is resulting in a threat to the safety and health of the unsheltered as well as other residents in the City; and

WHEREAS, The City desired to provide interim housing solutions until the completion

and opening of the City's Facility; and

WHEREAS, The solutions included various interim housing solutions, such as modulars and custom containers; and

WHEREAS, The solutions required vendors to implement and operate the interim solutions; and

WHEREAS, Under Tracy Municipal Code Section 2.20.140(b)(6), the City Council may dispense with a request for proposal for procurement of services if it is deemed in the best interest of the City; and

WHEREAS, Since August 2022, staff has presented the City Council with various staff reports to ratify contracts and expenses related to the interim emergency solution exercised under the City Manager's delegated authority, also known as Phase 3 (Modulars) and Phase 4 (Custom Containers), purchased from CC915, Inc., dba Custom Containers 915 (CC915); and

WHEREAS, On March 2, 2023, Mayor Pro Tem Davis requested that staff return to partially rescind Resolution No. 2022-121, to remove the additional authority that had been delegated to the City Manager under such resolution; and

WHEREAS, On May 18, 2023, due to time constraints, the Tracy Homelessness Advisory Committee motioned to move this item directly to the City Council for consideration and approval and now, therefore, be it

RESOLVED: That the City Council of the City of Tracy finds and determines the foregoing recitals to be true and correct and hereby makes them a part of this Resolution; and be it further.

RESOLVED: That the City Council hereby partially rescinds Resolution No. 2022-121, whereby authorization was given to the City Manager to take immediate and emergency actions to implement interim housing solutions for the City of Tracy's unsheltered, and waived procurement requirements for professional services under Tracy Municipal Code Section 2.20.140(b)(6); and be it further

RESOLVED: That with the foregoing partial rescission of Resolution No. 2022-121, the City Manager will not have additional authority beyond what is set forth in the Tracy Municipal Code, and contracts for Professional Service Agreements, General Service Agreements, or procurement of goods will need to follow procedures set forth in Tracy Municipal Code; and

RESOLVED: That the City Council hereby reconfirms that Resolution No. 2022-021 still remains valid with respect to the City's reaffirmation of a shelter crisis; and be it further

RESOLVED: This item is administrative action involving delegated authority and does not qualify or relate to a "project" under the California Environmental Quality Act (CEQA); and be it further

RESOLVED: This Resolution shall become effective immediately upon adoption.

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

The foregoing Resolution 2023-____was adopted by the Tracy City Council on on the 5th day of July 2023 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council
of the City of Tracy, California

July 5, 2023

Agenda Item 3.E

RECOMMENDATION

Staff recommends that the City Council appoint, by motion, one member, to the Tracy Finance Committee to fulfill the remainder of the annual term, pursuant to the City Council's appointment procedures.

EXECUTIVE SUMMARY

Council is being asked to appoint, by motion, one member to the Tracy Finance Committee to fulfill the remainder of the annual term, pursuant to the City Council's appointment procedures. If appointed at this meeting, the term of the new appointee would end when the City Council next makes new committee appointments, anticipated to occur in January 2024.

BACKGROUND AND LEGISLATIVE HISTORY

On February 7, 2023, the City Council approved the formation the Tracy Finance Committee (Reso No. 2023-027) as a two-member standing committee of the City Council to discuss ongoing fiscal matters. The Tracy Finance Committee meets monthly on the third Wednesday of the month and is subject to the Brown Act.

Also on February 7, 2023, the City Council appointed, by motion, Mayor Young and Councilmember Arriola to the Tracy Finance Committee. (Resolution No. 2023-027) The bylaws for the committee were adopted on May 2, 2023 (Resolution 2023-085).

At the June 20, 2023, Council meeting, the City Council, through Resolution 2023-120, removed Mayor Young from the Tracy Finance Committee. Because the action taken at the June 20, 2023 Council meeting left the Tracy Finance Committee without a quorum, the June 21, 2023, Tracy Finance Committee meeting was cancelled. The City Council must appoint a new member to the Finance Committee for the remainder of the term.

ANALYSIS

The Tracy Finance Committee is a two-member standing committee of the City Council. The committee meets monthly on the third Wednesday of the month and is subject to the Brown Act.

The role of the Tracy Finance Committee is to provide quarterly updates to the full City Council as part of the regular agenda, to inform City Council Members and the public; and the multi-year fiscal sustainability plan will be presented to the City Council by the Finance Director for the body's review and approval. The full scope of responsibilities of the Tracy Finance committee can be found in the bylaws (Attachment A).

At the June 20, 2023 Council meeting, the City Council, through Resolution 2023-120, removed Mayor Young from the Tracy Finance Committee and a new member must be appointed. The new committee member would fulfill the remaining portion of the annual term, with new committee appointments expected to occur in January 2024.

Because the action taken at the June 20, 2023 Council meeting left the Tracy Finance Committee without a quorum, the June 21, 2023 Tracy Finance Committee meeting was cancelled.

FISCAL IMPACT

There is no fiscal impact associated with this action.

COORDINATION

The Finance Department is the liaison for the Tracy Finance Committee.

STRATEGIC PLAN

This item supports the City's Governance Strategic Priority, with Goal 2: Ensure short and long-term fiscal health.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council appoint, by motion, one member, to the Tracy Finance Committee to fulfill the remainder of the annual term, pursuant to the City Council's appointment procedures.

Prepared by: Sara Cowell, Director of Finance

Reviewed by: Bijal Patel, City Attorney

Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

Attachment A: Finance Committee Bylaws

BYLAWS OF THE
FINANCE COMMITTEE BYLAWS
CITY OF TRACY, CALIFORNIA

WHEREAS, The City desires to form a standing committee of the Tracy City Council to continue the work begun by the previous Ad Hoc Fiscal Sustainability Subcommittee, to be named the Finance Committee (Committee); and

WHEREAS, Committees are essential to the effective operation of legislative bodies; and

WHEREAS, Committee membership enables members to develop specialized knowledge of the matters under their jurisdictions; and

WHEREAS, Committees monitor on-going governmental operations, identify issues suitable for legislative review, gather and evaluate information, and recommend courses of action for the Council; and

WHEREAS, the Finance Committee is authorized and directed to ascertain, study, and analyze all facts relating to any subjects or matters within their jurisdiction, and shall report to and submit recommendations to the City Council for action.

NOW, THEREFORE, these Bylaws govern the conduct of the Finance Committee meetings and the transaction of its affairs.

A. PURPOSE

1. The purpose of the Committee is to provide policy guidance as it relates to the development of a multi-year fiscal sustainability plan to address the City's fiscal health and long-term planning.
2. The Finance Committee shall have initial jurisdiction over any item assigned to it by the City Council as well as any items being advanced by the City Manager that implement or relate to the overall jurisdictional purpose of the Committee.
3. Approaches may include, but are not limited to, budget strategies and fiscal policies, related revenue enhancement, cost containment, and use of other revenue sources such as Measure V and/or General Fund Reserves, keeping in mind planned recreational amenities.
4. The Committee will aid the City Council in fulfilling its fiduciary responsibilities to oversee the financial activities and financial condition of the City of Tracy and its jurisdiction may include the review, discussion, and input on the following areas:
    - 4.1.1. Annual audits and compliance reporting
    - 4.1.2. Annual and quarterly budget updates, augmentations, and forecast
    - 4.1.3. Long-term planning, including but not limited to
        - 4.1.3.1. City revenues and expenses, including related fee and tax studies

4.1.3.2. Deferred maintenance and capital planning

4.1.3.3. Long-term liabilities, debt, and other finance planning

5. The Committee will not have jurisdiction to discuss any budget approaches that would require good faith bargaining with labor groups.

B. Action by Subject Matter Committees -

The assigned subject matter Committee shall have initial jurisdiction over any item assigned to it by the City Council as well as any items being advanced by the City Manager that implement or relate to the overall jurisdictional purpose of such Committee and may take any of the following actions with respect to the assigned item:

The Committee may, by a vote of the consensus of the members present, decide to postpone, continue, or table an item on the agenda. On any item on an agenda, the Committee may allow for an informational presentation by City staff relating to the item. With respect to an action item, and after discussion and consideration of the item, the Committee may take one of the following actions:

1. Vote by consensus to approve the recommendation of staff or the originator of the proposed action item and forward the recommendation onto the full Council. The Committee may, as a condition of approval, request additional information to be presented for consideration when the full Council hears the item.
2. Fail to approve any recommended action, in which case the item shall not be forwarded to the full City Council; provided that the City Council shall have jurisdiction to place the item on the agenda for a future City Council meeting, in accordance with the requirements of the Meeting Protocols for agenda setting, if no action was taken on the item due to any one of the following reasons:

   2.1. Due to the cancellation of a Committee meeting or

   2.2. Due to lack of a quorum, or

   2.3. the Committee was not able to approve any recommended action
3. Propose by a consensus vote of those present one or more alternative recommendation(s) be forwarded to the full City Council for consideration and final action. The Committee may request additional information to be presented for consideration when the full Council hears the item.
4. Reject by a consensus vote, jurisdiction over the action item and refer the action item back to the City Council with a recommendation for reassignment to another appropriate subject-matter committee.
5. Request, by consensus vote, additional, specified information from staff or the originator of the proposed action item. The action item may be continued or rescheduled for further consideration at the soonest feasible date available, allowing time for appropriate notice pursuant to the Meeting Protocols and the Brown Act.
6. With respect to an informational item, following discussion and consideration, Committee shall take one of the following actions:

   6.1. Receive the informational report by majority vote without forwarding the report to the full City Council;

6.2. Receive the informational report and forward the report onto the full City Council by majority vote;

6.3. Request by consensus vote from staff or the originator of the proposed informational item. The item may be continued or rescheduled for further consideration at the soonest feasible date available, allowing time for appropriate notice pursuant to the Meeting Protocols.

C. ROLE AND RESPONSIBILITIES

The role of the Finance Committee is to provide quarterly updates to the full City Council as part of the regular agenda, to inform City Council members and the public; and the multi-year fiscal sustainability plan will be presented to the City Council by the Finance Director for the body's review and approval.

D. MEMBERSHIP GUIDELINES

1. **Membership.** The Finance Committee shall consist of two (2) City Councilmembers.
2. **Term.** Each member shall serve a one-year term; selected as part of the City Councill's annual appointment process outlined in the Council's Code of Conduct.
3. **Attendance.** If a member of the Finance Committee fails to attend four (4) regular meetings in any calendar year, his or her position on the Finance Committee shall automatically become vacant. For quorum confirmation, a member who is unable to attend a meeting shall inform the staff liaison designated by the relevant City Department at least 48 hours before the next meeting.

E. QUORUM

A quorum of the Finance Committee shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the Finance Committee to hold a meeting.

Meetings of the Committees may be noticed as a Special Meeting of the City Council if a majority of the members of the Council plan to attend and participate as part of the Committee.

F. OFFICERS

1. The officers of the Finance Committee shall be:
   1.1. The Chairperson and
   1.2. The Vice-Chairperson.
2. The Chairperson shall:
   2.1. Preside at all regular and special meetings.
   2.2. Rule on all points of order and procedure during the meetings.

G. DUTIES OF THE COMMITTEE

1. Review, discuss, and provide direction to facilitate in the preparing and presenting of accurate, timely, and meaningful financial statements to the Council from City staff
2. Monitor the finances of the City
3. Develop an annual work plan and presentation to the City Council
4. Review and update from time to time, as necessary the financial policies
5. Be familiar with, approve, and review periodically the organization's annual budget; Ensuring that the financial elements of the City are in accord with the City Council's Strategic Priorities
6. Set long-range financial goals along with financial strategies to achieve them
7. Develop policies and plans for financial awareness in cooperation with other public and private agencies
8. Provide recommendations to the City Council on such matters that may be referred to the City Council by the community

H. MEETINGS

1. Regular meetings of the Finance Committee shall be held on the 3rd Wednesday of each month and shall begin at 7:00 p.m.
2. If the scheduled date of a regular meeting conflicts with a holiday period, staff shall reschedule that meeting to be conducted within that month.
3. Any regular meeting may be adjourned, or any item on the agenda continued to the next or any subsequent regular meeting of the Finance Committee, by a majority of the quorum. If a meeting is adjourned or an item is continued to a special meeting to be held on a date other than a regular meeting date, the time, place, and date of such special meeting shall be specified in the motion for adjournment or continuance.
4. All meetings are subject to the Brown Act as set forth in Government Code Sections 54950 and following. Accordingly, all meetings shall be noticed and agendas for all meetings shall be prepared and distributed in accordance with the current City Council meeting procedures and the Brown Act.
5. All meetings shall be conducted in accordance with the current City Council meeting procedures.

I. FUNDING

Any funding necessary for operation of the Finance Committee shall be included in the City of Tracy budget, which shall be approved by the City Council.

J. ADMINISTRATIVE PROCEDURES AND POLICIES

City Boards and Committees shall follow all applicable City administrative policies and

procedures.

K. STAFF LIAISON

The Finance Committee shall have a staff liaison designated by the relevant City Department. The staff liaison shall:

1. Receive and record all exhibits, petitions, documents, or other material presented to the Committee in support of, or in opposition to, any question before the Committee.
2. Sign all meetings minutes and resolutions upon approval.
3. Prepare and distribute agendas and agenda packets.

L. ADOPTION

This document, as adopted by City Council, on March 7, 2023, by Resolution 2023-027, and shall serve as the Bylaws for the Finance Committee.

July 5, 2023

Agenda Item 3.F

RECOMMENDATION

Staff recommends that the City Council, by motion, appoint Wayne Templeton to serve on the San Joaquin County Commission on Aging.

EXECUTIVE SUMMARY

The City of Tracy representative seat on the San Joaquin County Commission on Aging is currently vacant. A recruitment was conducted, and an appointment needs to be made to fill this position.

BACKGROUND AND LEGISLATIVE HISTORY

On June 30, 2023, the term of the Tracy Commissioner to the San Joaquin County Commission on Aging expired. To fill the vacancy, the City Clerk's office opened a recruitment. The recruitment to fill one vacancy on the San Joaquin County Commission on Aging was opened on May 12, 2023 and closed on June 15, 2023. At that time one application was received.

ANALYSIS

On June 30, 2023, the term of the San Joaquin County Commission on Aging Commissioner expired. To fill the vacancy, the City Clerk's office conducted a recruitment beginning on May 12, 2023 ending on June 15, 2023 during which time one application was received.

On June 28, 2023, a Council subcommittee consisting of Council Member Evans and Mayor Young interviewed one applicant for the San Joaquin County Commission on Aging. In accordance with Resolution No. 2021-200 (see Attachment A), the Council subcommittee will recommend Wayne Templeton for appointment to the San Joaquin County Commission on Aging.

FISCAL IMPACT

None

PUBLIC OUTREACH/ INTEREST

Notification of the San Joaquin County Commission on Aging recruitment was posted on the City's Social Media pages, Tracy Press, the City's website, and Channel 26

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

That City Council, by motion, appoint Wayne Templeton to fill one term vacancy on the San Joaquin County Commission on Aging.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrianne Richardson, City Clerk
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachment A: Resolution 2021-200

ATTACHMENT A

RESOLUTION 2021-200

ADOPTING A COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES AND REPEALING RESOLUTION NO. 2021-131

WHEREAS, On September 7, 2021, the Tracy City Council adopted Resolution 2021-131 establishing a policy for the selection process for appointments to City advisory Bodies and repealing Resolution 2020-009;

WHEREAS, The current policy states that Council shall appoint two Council Members to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee, and

WHEREAS, Council wishes to amend the language of Section 2 (D)(1) to state that Council shall appoint two members *and an alternate* to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Tracy hereby adopts the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies, attached as Exhibit A, and thereby repeals and supersedes Resolution No. 2021-131.

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The foregoing Resolution 2021-200 was passed and adopted by the Tracy City Council on the 21st day of December, 2021, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

CITY CLERK

COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES

(Exhibit "A" to Resolution No. 2021-200)

SECTION 1: PURPOSE

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

SECTION 2: SELECTION PROCESS FOR APPOINTEE BODIES

A. On or before December 31st of each year, the City Clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:

   1. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.

   2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.

   3. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.

B. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.

C. Appointments shall be made for the remainder of the term created by the vacancy except as follows:

   1. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.

   2. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 2.

D. The Council shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:

1. Council shall appoint two Council members and an alternate to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.

2. If the Council subcommittee determines there are multiple qualified candidates, the subcommittee may recommend the Council establish an eligibility list that will be used to fill vacancies that occur in the following twelve (12) months.

3. At the Council subcommittee's discretion, the chair (or designee) of the board, committee or commission for which a member will be appointed, can participate in the interviews.

E. An individual already serving on a City of Tracy board, committee or commission may not be appointed to serve on an additional City of Tracy board, committee, or commission concurrently.

SECTION 3: DEFINITION OF RESIDENCY REQUIREMENTS

A. The following definitions shall be used to determine whether residency requirements are met for boards and commissions to which the Tracy City Council appoints members:

1. Tracy Planning Area means the geographical area defined in the City of Tracy General Plan and any amendments thereto.

2. City of Tracy means within the city limits of the City of Tracy.

3. Citizen means a resident of the City of Tracy.

4. Tracy School District means the geographical area served by the Tracy Unified School District.

5. Sphere of Influence shall be the geographical area approved by the Local Agency Formation Commission (LAFCo) of San Joaquin County and any amendments thereto.

B. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:

1. Voter registration,

2. Current California Driver's License or Identification,

3. Utility bill information (phone, water, cable, etc.),

4. Federal or State tax returns.

C. Members of boards or commissions shall notify the City Clerk in writing within thirty (30) days of any change in residency. If the change in residency results in the board member or commissioner no longer meeting the residency requirements, the member shall tender their resignation to the City Clerk who shall forward it to the City Council.