



TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, March 19, 2024, 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:*
 - o **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 2557 906 5534** and **Event Password: TracyCC**
 - o ***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.
 - o **Join by phone by dialing** +1-408-418-9388, enter 25579065534#8722922# Press *3 to raise the hand icon to speak on an item.
- *Protocols for commenting via WebEx:*
 - o *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
 - *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
 - o *Comments for the "Consent Calendar" "Items from the Agenda/Public Comment" or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*
 - o *Comments received on Webex outside of the comment periods outlined above will not be included in the record.*

Date Posted: March 15, 2024

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

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

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

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

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

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

Date Posted: March 15, 2024

CALL TO ORDER

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

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Certificates of Congratulations – SJC Mock Trial First Place Winners

ORDER OF BUSINESS

1. CONSENT CALENDAR

- 1.A. Adoption of March 5, 2024 Special Meeting and Regular Meeting Minutes.
- 1.B. City Council adopt a Resolution approving the 2024 Professional Services Agreement with Guidepost Solutions, LLC for the Security System Implementation for the City's Water Facilities Project, CIP 75169, for the remaining scope of work for the Project, in a not-to-exceed amount of \$35,706.88, with a term commencing January 1, 2024, and ending December 31, 2024.
- 1.C. Adopt a Resolution amending the City's Conflict of Interest Code to add and remove designated City Officers and employee classifications, as required by the California Political Reform Act.
- 1.D. City Council adopt a resolution 1) accepting a \$443,429 grant from the State Water Resources Control Board for the California Extended Water and Wastewater Arrearage Payment Program; and 2) appropriating the full grant funds to the Water and Wastewater funds to be applied as credits against residential and commercial water and wastewater arrearages.
- 1.E. City Council adopt a resolution (1) accepting the construction for the Slurry Seal Project, FY21-22, CIP 73184, (Project) completed by American Asphalt Repair & Resurfacing Co., Inc., of Hayward, California, (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, (3) authorizing the City Engineer to release the bonds and retention payment in accordance with State law; and (4) authorizing the Finance Department to close the Project.
- 1.F. City Council adopt a resolution approving the Professional Service Agreement with Harris & Associates, Inc., for a not-to-exceed amount of \$332,848 to provide professional engineering services in furtherance of Capital Improvement Project 73186.
- 1.G. City Council adopt a resolution (1) accepting the public improvements for Orchard Park within Ellis Town and Country, Tract 4007, constructed by LS-Tracy, LLC, and accepting future maintenance and repair, (2) authorizing the City Clerk to file the Notice of Completion for Orchard Park with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the Orchard Park improvement security in accordance with the terms of the Subdivision Improvement Agreement, as amended.

- 1.H. The Planning Commission recommends that the City Council receive the 2023 Annual Progress Report for the General Plan and Housing Element as required by the State Office of Planning and Research and Housing and Community Development Department regarding the implementation progress of the Tracy General Plan and the Housing Element.
- 1.I. City Council: Adopt Resolutions finding, for each of the below, that strict compliance with the contracting procedure for "general services" under Tracy Municipal Code Section 2.20.180(b)(4) is not in the best interest of the City and
- i) A) Rescinding Resolution #2023-230 approving a General Services Agreement with Jim Brisco Enterprises, Inc. for Wastewater Treatment Biosolids Loading, Hauling and Disposal for a term of one (1) year beginning on September 1, 2023, and a not-to-exceed amount of \$176,700 annually and
B) Approving Jim Brisco Enterprises, Inc. for Wastewater Treatment Plant Biosolids Loading, Hauling and Disposal for a term of one (1) year beginning on December 5, 2023 and a not-to-exceed amount of \$176,700 annually;
 - ii) Approving a General Services Agreement with Alpha Analytical Laboratories, Inc. for Laboratory Testing Services for a term of fifteen (15) months, with an administrative option to extend for up to five years, in any combination of length and not-to-exceed annual amount of \$60,180 per fiscal year; and
 - iii) Approving a General Services Agreement with Eurofins Eaton Analytical, LLC for Laboratory Testing Services for a term of fifteen (15) months, with an administrative option to extend for up to five years, in any combination of length, and a not-to-exceed annual amount of \$23,451 per fiscal year.

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

- 3.A. Deliberate Proposed Amendments to the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies (Appointment Policy) and, upon Conclusion of such Deliberations, adopt one of the following Resolutions:
- 1) Resolution amending the Appointment Policy to allow the full City Council to interview candidates and make final recommendations of specific candidates for the Mayor to consider as proposed appointees, subject to final approval of the City Council; OR
 - 2) Resolution amending the Appointment Policy to allow the full City Council to interview candidates and create an appointment list from which the Mayor may select proposed appointees, subject to final approval of the City Council.

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

March 5, 2024, 5:30 p.m.

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

1. Mayor Young called the meeting to order at 5:34 p.m.
2. There were no actions taken pursuant to AB 2449.
3. Roll Call found Council Members Arriola, Evans, Mayor Pro Tem Davis and Mayor Young present. There was no declaration of conflicts by City Council. Council Member Bedolla absent from roll call.

Council Member Bedolla arrived at 5:37 p.m. and declared no conflicts.

4. Items from the audience – None.

5. DISCUSSION ITEMS:

- 5.A. The Tracy Finance Committee recommends that the City Council receive a report on the Five-year forecast for the City's General Fund and provide direction regarding the City's preliminary Fiscal Year 2024-25 Operating and Capital Budget.

Sara Cowell, Finance Director provided the staff report and presentation and responded to questions.

Karin Schnaider, Assistant City Manager responded to questions.

Council questions and comments followed.

Maria Valenzuela from Tracy Chamber of Commerce asked Council to not forget about ongoing conversations with the Chamber and community businesses that have been impacted by the Measure.

- ACTION:** Motion was made by Mayor Pro Tem Davis and seconded by Council Member Evans to receive the Five-year forecast for the City's General Fund and provide direction regarding the City's preliminary FY 2024-25 Operating and Capital Budget. Roll call found all in favor; passed and so ordered.

6. Council Items and Comments – None

7. Adjournment – Time: 6:14 p.m.

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

The above agenda was posted at the Tracy City Hall on February 29, 2024. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

March 5, 2024, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

Mayor Young called the meeting to order at 7:00 p.m.

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. City Council had no declarations of conflict.

Sheik Basem, Tracy Islamic Center offered the invocation.

Karin Schnaider, Assistant City Manager presented Employee of the Month Award for March to Sheryl Tapia, Police Department.

Mayor Young presented Certificates of Recognition to D.A.R.E. graduating students from Discovery, New Jerusalem, Delta Charter, George Kelly, Hirsh, West Valley Christian Academy, Freiler, and Villalovoz schools.

Mayor Young presented Certificates of Recognition for Women's History Month to Lisa Aguilera, Kathy Bergthold, Dr. Cynthia Chess, Dr. Kaylin Dell'aringa, Nila Dhugga, Param Gill, Susan Hawkins, Jolene Jauregui-Correll, Gail Lagasca, Midori Lichtwardt, Mary McGill, Stacey Mortensen, Diane Nguyen, Cathrine Oclassen, Dr. Catalina Pina, Rhodesia Ransom, Adrienne Richardson, Brittani Ryan, Mercedes Silveira, Cheryl Steensma, Maria Valenzuela, Veronica Vargas, Eva Villalovoz, Dr. Clara Voss, Kelly Wilson.

1. CONSENT CALENDAR – Following the removal of Consent Item 1.B by Robert Tanner motion was made by Council Member Arriola and seconded by Mayor Pro Tem Davis to adopt the Consent Calendar. Roll call found Council Members Arriola, Evans, Mayor Pro Tem Davis and Mayor Young in favor; passed and so ordered. Council Member Bedolla absent from the vote.
 - 1.A. Adoption of February 20, 2024 Closed Session and Regular Meeting Minutes. – **Minutes were adopted.**
 - 1.C. City Council adopt a Resolution authorizing: 1) Amendments to the City's Classification and Compensation Plan and Master Salary Schedule to add the classification of Assistant Director of Parks, Recreation and Community Services; 2) Amendments to existing classifications to reflect minor modifications related to the reorganization; and 3) Reallocation of one vacant Director of Mobility and Housing to one Assistant Director of Parks, Recreation and Community Services, one vacant Senior Account Clerk to Accounting Technician, one vacant Engineering Technician II to Administrative Technician and one filled Administrative Assistant to Administrative Technician and reclassification of the incumbent. – **Resolution 2024-025 approved**

amendments to the Classification and Compensation Plan and Master Salary Schedule.

- 1.D. City Council adopt a Resolution approving a Professional Services Agreement with West Yost Associates, Inc. for Construction Management Services for the Recycled Water Expansion Project, CIP 74168, for a total not-to-exceed amount of \$2,591,159. – Resolution 2024-026 approved the Professional Services Agreement with West Yost Associates, Inc.
- 1.E. City Council adopt a resolution 1) authorizing the acceptance of additional grant funds in the amount of \$35,000 from the Grand Foundation for Fiscal Year 2023-24, and 2) appropriating such funds to the Cultural Arts Division budget. – Resolution 2024-027 authorized the acceptance of additional grant funds from the Grand Foundation for Fiscal Year 2023-24 and appropriating funds to Cultural Arts Division budget.
- 1.F. The Tracy Homelessness Advisory Committee recommends that the City Council adopt a Resolution approving Amendment No. 1 to the General Services Agreement with B.I.C. Sec Security, Inc. for installation of the Phase IV Custom Container Fire Alarm System at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue, to amend the scope of work and increase the total compensation by \$7,491.34 for a total Not-To-Exceed amount of \$66,887.68. – Resolution 2024-028 approved Amendment No. 1 to the General Services Agreement with B.I.C. Sec Security, Inc.
- 1.G. City Council adopt a Resolution: (1) Approving Juan Lopez, dba Amistad Associates (Amistad Associates), to serve as the mutually agreed upon facilitator for the City Manager performance evaluations, as reflected in Task Order 1 of the proposed Master Professional Services Agreement with Amistad Associates; (2) Approving Amistad Associates to serve as the mutually agreed upon facilitator for the City Attorney performance evaluations, as reflected in Task Order 2 of the proposed Master Professional Services Agreement with Amistad Associates; (3) Designating Amistad Associates as the City Council's "designated representative" under Government Code Section 54957.6 in future negotiations of compensation and benefits with, each, the City Manager and City Attorney; and (4) Authorizing the City Manager to execute a Master Professional Services Agreement with Amistad Associates in a total not-to-exceed amount of \$25,000 for a nine-month term. – Resolution 2024-029 approved Juan Lopez, dba Amistad Associates to serve as mutually agreed upon facilitator for the City Manager performance evaluations and City Attorney performance evaluations.
- 1.H. City Council adopt a Resolution 1) Ratifying the Conveyance and Disbursement of Public Fire Safety Fee Provisions of the February 20, 2018 South County Fire Authority Dissolution Agreement with respect to Fire Facilities in Overlapping Jurisdictions; and 2) Authorizing the City Manager and City Attorney to effectuate the conveyance actions previously authorized by Resolution 2022-013. – Resolution 2024-030 ratified the Conveyance and Disbursement of Public Fire Safety Fee Provisions of the February 20, 2018 South County Fire Authority Dissolution Agreement and authorized the

City Manager and City Attorney to effectuate the conveyance actions previously authorized.

- 1.B. Utilities Division staff recommend that City Council adopt a resolution approving a Professional Services Agreement with Black and Veatch Corporation for the 2024 Water Rate and Revenue Study with a total not-to-exceed amount of \$128,500.

Robert Tanner pulled the item to make the Council aware there is still a State declared drought, shared his concerns regarding wastewater, garbage and potential water rate increases adding that people on fixed incomes and others can't afford big increases and need to be conscious of that. Trees and lawns are dying because of the rate increases we already have.

Council comments followed.

ACTION: Motion was made by Council Member Bedolla and seconded by Council Member Arriola to adopt **Resolution 2024-031** authorizing a Professional Services Agreement with Black and Veatch Corporation for the 2024 water rate and revenue study with a total not-to-exceed amount of \$128,500. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Robert Tanner praised staff for listening and their quick response to repairing potholes at a crosswalk he had previously mentioned at Lowell and Tracy Blvd and are working Grant Line and the ADA ramps.

Abdul Wahid spoke about issues regarding insurance claims that are coming in from people taking pictures from the sky. Mr. Wahid stated he went to Public Works and was told by the directors there is not enough funds. Spoke about insurance rates going up, trees getting out of control and shared his renter received a letter from the City stating he can remove the tree which he did but got a complaint from the Police Department that he has broken the rules. Are there miscommunications or is there a breakdown. The City is not proactive.

Jay Lakey announced their office probation of 501C (3) nonprofit organization Game On, Lakey Youth Foundation to make positive impact within Tracy and the San Joaquin County to address the needs of underserved youth by elevating the financial barriers that hinder the participation in sports and other recreational activities. Mr. Lakey shared information regarding Game On, Lakey Youth Foundation, and his latest endeavor - the gourmet initiative which is designed to mentor high school students who are interested in pursuing careers in the culinary arts and entrepreneur field.

Emanuel Macalino, Stars Casino thanked Council for their attendance at their grand opening celebration on Naglee Road. Has been five months since they contacted the City about increasing table games, spoke about adding two additional tables to their facility and asked Council to consider the request and facilitate the process.

Robyn spoke about the lack of movement forward with the Aquatic Center, it will make money and asked when residents can expect to see forward movement.

Alice English announced on March 22 WSB of San Joaquin is having their Annual Conference, the organization is about supporting women in business, leadership, education and community and shared the trailblazer speakers at the conference. On March 23, Tracy Women's Club, volunteers from all walks of life who support good organizations and nonprofits are having their Annual Tea Fundraiser on Saturday at 2:00 p.m.

Dan Randall spoke about the Aquatic Center and contract law and resolving disputes between both parties. Don't have to rely on courts to do it for them. Council has not entertained the outreach from the developer to reach an agreement and implored Council to deal with this issue.

Council Member Evans disagreed with the characterizations and statements.

3. REGULAR AGENDA

- 3.A. City Council conduct a public hearing, and upon conclusion, adopt a Resolution: 1) approving the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) Award Allocation Recommendations provided in Attachment B hereto; 2) approving the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Awarding funds to be determined by San Joaquin County; 3) approving the allocation of the County-approved CDBG and HOME Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment B hereto; and 4) authorizing the City Manager, or her designee, to sign the CDBG Subrecipient Agreements and other implementing documents.

Mayor Young opened the public hearing.

Joseph Viorge-Koide, Economic Development Administrative Technician provided the staff report and presentation.

Council comments and questions followed.

There were no public comments.

Mayor Young closed the public hearing.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Pro Tem Davis to adopt **Resolution 2024-032** approving 1) the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) award allocation recommendations, 2) the appropriation to the City of Tracy Economic Development Division of the total CDBG and Home Investment Partnership Program (HOME) Program Funds to be determined by San Joaquin County, 3) the allocation of the County-approved CDBG and Home Award Funds to the subrecipients in accordance with award allocation recommendations provided in attachment 1, and authorizing the City Manager, or her designee, to sign the CDBG Subrecipient Agreements and other implementing documents. Roll call found all in favor; passed and so ordered.

- 3.B. Receive information from the South San Joaquin County Fire Authority regarding ambulance availability and response times and desire to purchase and operate ambulances and related equipment.

Karin Schnaider, Assistant City Manager introduced the item.

Randall Bradley, Fire Chief provided the staff report and responded to questions.

Robert Tanner spoke about his experience with AMR after the Christmas parade and the charges. His insurance only allowed him to pay \$265. Surprised that Tracy does not have its own ambulance service, should have had it a while ago as have a population of close to 100,000. Mr. Tanner recommended two ambulances and having our own system in place. What is missing in the report is the response times of first engine and EMS for a one-year period.

Alice English stated it is good to hear AMR is willing to work with us and seeing life in Tracy is important. Agreed with Mr. Tanner, the County and Tracy is growing. Public safety and quality of life is important. Need an ambulance possibly two and encouraged Council to accept the report and go forward.

Council questions and comments followed.

Ms. Schnaider clarified staff received a request from two board members to bring the item back, at this point there is no ask for Council, have commitment from the Fire Chief to return when the contracts are ready to be evaluated.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Evans to receive information from the South San Joaquin County Fire Authority regarding ambulance availability and response times and desire to purchase and operate ambulances and related equipment. Roll call found all in favor; passed and so ordered.

- 3.C. Discuss options for amending the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies adopted by Resolution 2021-200 and direct staff to return with an option that fully complies with Government Code Section 40605.

Kimberly Murdaugh, Interim Assistant City Manager provided the staff report.

Council questions and comments followed.

Vannie Dart stated three options giving the Mayor to appoint is a dictatorship for one person having too much power and Mayor serving on the subcommittee is a conflict of interest. All Council should interview candidates, provide input and make recommendations. Why do we have the other four Council Members if the Mayor can appoint and serve on the subcommittee. Ms. Dart asked Council to adopt and support Option 3. All should have a burden of accountability.

Don Penning stated if the process is broken, he supports fixing it, but is lacking confidence there will be a majority vote on which option is going to be chosen.

There is going to be disagreements but that falls in line with a majority vote. Looking for swift action because two positions are expiring at the end of March.

Tim Silva did not like any options. Need to stand firm, the system we have today functions well, and have not heard citizens complain. First two he disagrees with as is a dictatorship and gives the Mayor too much authority. When all have a say, it is more representation. Having to come to a meeting to be grilled in front of Council at a public meeting will deter people from applying. What we have right now works well and disagreed with the law the State is mandating.

Ubbo Coty stated the item is more important than people realize, allowing the Mayor to have full vote, and supported Option 3. Planning Commission appointments are coming up soon and they are some of the consequential appointments in the City of Tracy. The Mayor has a short time left on Council and if we don't do the third option, in her remaining time she could make some of the most consequential appointments for the next four years.

Bijal Patel, City Attorney responded to questions.

Karin Schnaider, Assistant City Manager responded to questions.

Council questions and comments continued.

Ms. Patel suggested seeing if there is consensus on a specific option and along with that come back with further legal analysis not just by her but our independent attorney so they can also give legal analysis on what their opinion is on whether or not the proposed option is consistent with not only the specific state law but the Attorney General's interpretation of the state law so Council would have all that information before making that consideration. Need to narrow down a specific option so we know what we are coming back with as a proposal and will include the requested legal analysis on that proposal in the staff report.

Ms. Schnaider summarized Council's consensus on the options:

Council Member Evans – Option 3.B but open to 3.A

Mayor Pro Tem Davis – Flexible for Option 3.A or 3.B

Council Member Bedolla – Option 3.A

Council Member Arriola – Prefer Option 1 and second Option 3.B

Mayor Young did not think Option 3 would be viable for the community.

Ms. Schnaider added based on Council's consensus to narrow the analysis down to 3.A and 3.B with a majority leaning towards 3.B, in our analysis staff will look at those cities that are using this practice and the legal team will make sure we are legally viable. There will be further discussion at the next meeting and will see if it can be wrapped up at the following meeting for adoption on Consent.

Ms. Schnaider confirmed the terms of two Planning Commissioners will expire at the end of March, but there will still be a majority on the commission. Interviews could occur first or second meeting in April.

Ms. Patel stated if the item is brought back on March 19, 2024, staff could give Council the option to select Option 3.A or 3.B with an analysis on both along with

a legal analysis, and if Council reaches a consensus on either Option 3.A or 3.B, the option would be adopted so it would be an action item on March 19.

Ms. Murdaugh added staff will be returning with looking at the viability for either Option 3A and 3B and will gather the policy for 67% of the responding agencies that had that process and provide the actual language.

Ms. Patel clarified we will be putting that all as part of the staff report with respect to Option 3 and the spreadsheet that has the Cities that follow process 3 whether it is A or B, will provide the language of their ordinances and policies and have additional legal analysis on the options.

Mayor Pro Tem Davis stated she has a hard stop at 11:00 p.m. and will need to leave.

4. ITEMS FROM THE AUDIENCE – Tim Silva spoke about a comment the Mayor made and stated he is not telling anyone to break the law at 40 or 50 miles an hour when it should be 30. We are talking about civil law and whether we are in the framework of civil law tonight on how we present ourselves, how we elect our commissioners because we are a government by the people for the people, not a government for the dictator by the dictator. Mr. Silva felt that this state law is putting most of the power one person's hands where they get to select a committee and appoint whoever the committee picks.

Vannie Dart stated it is sad to listen to the Mayor fight just to get the power to appoint someone. We have Veterans on the streets and potholes, but Mayor wants to spend money to do an analysis that is already done. Staff got the analysis and research go with that, why do we have to do it again.

Mayor Pro Tem Davis left the meeting at 11:04 p.m.

Richard Williams spoke about pedestrian safety stating on February 20 he called in asking someone to contact Mr. Kim to respond to his request for information concerning his lack of support for luminating crosswalks but has not received information from Mr. Kim. What is the status of obtaining a consultation and a \$60,000 grant has been awarded out of 2023 Safe Streets and Roads for All Grant. He would like that to be concluded before 2024 submission so can get implementation of luminated cross walks. Mr. Williams requested Council review memorandums to City Council (particularly February 14, 2022) where an issue of safety crosswalks was brought up July 18, 2017 and in this report there was funding granted for \$230,000 to make improvements on 11th Street and F Street and only thing done was painting of crosswalk. Only \$25,000 used, where did the remaining funds go. City of Tracy is not moving fast enough and needs to take stronger action.

5. STAFF ITEMS – Karin Schnaider, Assistant City Manager reported on the following:
 - The City will be hosting the San Joaquin County Continuum of Care's General Member Meeting right here in Council Chambers this Thursday at 11:00 a.m. They will be discussing our county's Homeless Housing, Assistance, and Prevention Grant Application, so anyone interested in that and updates from their various committees is welcome to participate.
 - For our country lovers: tickets are still available to see The Wildcards at The Grand this Saturday at 8:00 p.m.

- For our seniors: you are invited to join us at The Grand for Senior Tuesdays next Tuesday at 11 a.m., and the Lolly Hansen Senior Center for their Shamrock Rock event on Friday, March 15th from 11:00 a.m. – 2:00 p.m.
- For everyone who likes to laugh: join us next Thursday, March 14th at The Grand for The Comedy Zone with Tom Thakkar, who you may have seen on The Tonight Show with Jimmy Fallon.
- For the kiddos – Register NOW for our Spring Egg Splash at Joe Wilson Pool on Saturday, March 23rd at 12:30 p.m. – hop on over to TracyArtsAndRec.com.

6. COUNCIL ITEMS – Council Member Evans stated he has been hearing concerns regarding illegal use of ADA parking spaces and witnessed it himself. As parking becomes more of a premium in our growing City we will see more of this and would like to bring a conversation with the Police Department to discuss opportunities to increase enforcement. We have a lot of volunteers that have the ability to write parking tickets and do a tremendous service and want to know if we can enhance that or other options to ensure our less mobile residents have places to park to access things in our City.

Mayor Young asked when the Police Department's Annual Report is coming back.

Karin Schnaider, Assistant City Manager responded it will be coming back in April.

Council Member Evans stated he would like to discuss that issue and how do we get that before Council for a specific item. Council Member Bedolla supported the request.

Council Member Evans stated he received an email from Carol Ponsaran who is a homeschooling mom who would like to set up a tour of City Hall for a home school tour.

Ms. Schnaider responded that request was received in Council's email box and was passed on to staff and both the City Manager's Office and Human Resources are collaborating on that project.

Council Member Evans requested bringing back to Council an Economic Development update on the overall department, process development, how we are resetting plans to bring in new businesses, enhancing processes for setting up a business in Tracy as well as doing better for our existing businesses and asked if staff has an Economic Development update coming back to Council soon.

Kimberly Murdaugh, Interim Assistant City Manager responded we have an Economic Development Strategic Plan in place right now and is excited about Economic Development staff attending an upcoming retail outreach conference at the end of this month and can bring an update of the outcomes of their outreach efforts and the strategic plan in May. Council Member Evans was agreeable to that, and Council Member Arriola seconded the request.

Council Member Evans stated he saw the email regarding the City accomplishments update that went out and it is great that was sent out, was part of greater City update which is something we recommended to the City Manager. Appreciate staff listening and implementing that and liked how Midori introduced herself as the new City Manager also. Would like to see future accomplishments be its own item. People would be more prone to pay attention to it if its own social media post and email. Lot of great accomplishments and trajectories that we are seeing the City moving in the right

direction and whatever we can do to give the community visibility. Overall, it was fantastic.

Council Member Arriola congratulated Tracy High's Mock Trial for winning first place for the third time in a row for the San Joaquin County Mock Trial Competition and Jessica Navarro from West High who won Mock Trial Court Room Journalist Award.

Council Member Arriola stated he looked forward to seeing his Council colleagues at the National League of Cities next week and wished everyone a happy Saint Patrick's Day.

Mayor Young acknowledged the City Clerk's birthday.

Council Member Bedolla stated while he does support the conversation about how we can explore Americans for Disabilities, he shared an update that Ms. Sosoto was connected with Sergeant Richards and Chief Millington has directed staff to do windshield inspections for disability placards when time permits for ADA violations accordingly.

7. ADJOURNMENT – Time: 11:18 p.m.

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

The above agenda was posted at the Tracy City Hall on February 29, 2024. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

Agenda Item 1.B

RECOMMENDATION

Staff recommends that City Council adopt a Resolution approving the 2024 Professional Services Agreement with Guidepost Solutions, LLC for the Security System Implementation for the City's Water Facilities Project, CIP 75169, for the remaining scope of work for the Project, in a not-to-exceed amount of \$35,706.88, with a term commencing January 1, 2024, and ending December 31, 2024.

EXECUTIVE SUMMARY

The City and Guidepost Solutions, LLC (Consultant) entered into a Professional Services Agreement (2023 PSA) for Security System Implementation for the City's Water Facilities on February 7, 2023, under Resolution 2023-022 (Attachment C). On October 17, 2023, under Resolution 2023-211, City Council approved Amendment No. 1 to the Professional Services Agreement (Attachment B) increasing the not-to-exceed amount from \$53,290 to \$71,690 to provide additional scope of work needs, that included surveying, and extended the term of the agreement to December 31, 2023. The work under the 2023 PSA could not be completed before the term expired, therefore a new Agreement is required for the completion of the remaining scope of work.

The total compensation paid under the 2023 PSA was \$35,983.12. The remaining balance of \$35,706.88 of the 2023 PSA not-to-exceed amount will be allocated to a new 2024 Professional Services Agreement (2024 PSA) (Attachment A) for the remaining scope of work.

BACKGROUND

The City and Consultant entered into a PSA for the Security System Implementation for the City's Water Facilities Project, CIP 75169, on February 7, 2023, pursuant to Resolution 2023-022. The 2023 PSA was for a not-to-exceed amount of \$53,290. In July of 2023 it was identified that the scope of work needed to be amended to include an additional task due to a lack of design sets (as built) and the consultant was asked to perform this additional work. On October 17, 2023, City Council approved Amendment No. 1 to the 2023 PSA with the Consultant to modify the scope of work, increase the not-to-exceed amount to \$71,690, and extend the term of the agreement through December 31, 2023.

On December 11, 2023, Amendment No. 1 was fully executed, however the additional scope and remaining tasks could not be completed prior to the end of the agreement term. Staff is requesting approval of a new Professional Services Agreement (2024 PSA) to allow the Consultant to complete the remaining design tasks started under the amended 2023 PSA.

ANALYSIS

The Security System design requires site surveys and/or record drawings at all water facilities for use in system design; however, many of the record drawings discovered were inaccurate or out of date, so additional site data collection and survey work is required. On Tuesday, July 11, 2023, Staff requested a proposal for the required additional work; and on July 24, 2023, the Consultant provided a proposal for the additional tasks and fees. The City Council approved Amendment No. 1 on October 17, 2023 (Resolution 2023-211), which increased the funding to complete this work

and extended the term of the 2023 PSA through December 31, 2023.

Consultant's scope of work includes ongoing design and coordination tasks as well as providing design support during construction. The timeline for construction is not yet determined and work for that task will not begin until the construction contract is awarded for the security improvements.

Staff is recommending that City Council adopt a Resolution approving a new Professional Service Agreement (2024 PSA) with Guidepost Solutions, LLC. for the Security System Implementation for the City's Water Facilities Project, CIP 75169, for the completion of the remaining scope of work, in a not-to-exceed amount of \$35,706.88, for a term beginning January 1, 2024 and ending December 31, 2024.

FISCAL IMPACT

This item has no fiscal impact to the project. The Security System Implementation for City's Water Facilities Project (CIP 75169) is an approved project in the adopted FY 2023-24 budget and is funded from the Water Capital fund. CIP 75169 has an available project budget of \$88,094.

PUBLIC OUTREACH/INTEREST

No public outreach is required for this water operations item.

CEQA DETERMINATION

The project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301, which pertains to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of an existing facility.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt a Resolution approving the 2024 Professional Services Agreement with Guidepost Solutions, LLC for the Security System Implementation for the City's Water Facilities Project, CIP 75169, for the remaining scope of work for the Project, in a not-to-exceed amount of \$35,706.88, with a term commencing January 1, 2024, and ending December 31, 2024.

Prepared by: Ilene Macintire, PE, Senior Civil Engineer
Lea Emmons, Water Operations Superintendent

Reviewed by: Brian MacDonald, Interim Public Works Director
Sara Cowell, Finance Director
Stephanie Reyna-Hiestand, Assistant Director of Utilities
Karin Schnaider, Assistant City Manager
Bijal M. Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – 2024 Professional Services Agreement with Guidepost Solutions, LLC
Attachment B – Amendment No. 1 to the 2023 PSA with Guidepost Solutions, LLC
Attachment C – 2023 Professional Services Agreement with Guidepost Solutions, LLC

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
WITH GUIDEPOST SOLUTIONS LLC**

This Professional Services Agreement ("2024 **Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Guidepost Solutions LLC, a Limited Liability Company ("**Consultant**"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain the services of Consultant to complete the design services for security systems (as further described herein and in Exhibit A, the "**Services**") begun under a previously executed Professional Services Agreement (2023 PSA); and
- B. On October 19, 2022, the City issued a Request for Proposals (RFP) for the Services. On November 9, 2022, Consultant submitted its proposal for the Services to the City. The City determined that the Consultant possessed the skills, and had demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services.
- C. On February 7, 2023, after negotiations between the City and Consultant, the Parties entered into a Professional Services Agreement (2023 PSA) pursuant to Resolution 2023-022, for the performance of the Services, in a not-to-exceed amount of \$53,290, in accordance with the terms set forth in the 2023 PSA.
- D. On October 17, 2023, Amendment No. 1 to the 2023 PSA was approved, pursuant to Resolution 2023-211, to provide additional surveying tasks in the scope of work and increase the not-to-exceed amount to \$71,690, and to extend the term of the agreement to December 31, 2023
- E. On December 11, 2023, Amendment No. 1 was fully executed, however the additional scope and remaining tasks could not be completed prior to the end of the agreement term.
- F. The City desires to retain the services of the Consultant, to complete the remaining design tasks started under the amended 2023 PSA.
- G. This Agreement (2024 PSA) is being executed pursuant to Tracy Municipal Code section 2.20.180 and pursuant to Resolution No. _____, which was adopted by the City Council for the City of Tracy on March 19, 2024.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform the Services, which includes the services described in Exhibit "A" attached hereto and incorporated herein by this reference. The scope of work shall include the outstanding work that was not completed prior to the expiration of the previous agreement for the project, that was due to missing or incomplete City records of the facilities in the Project. The Services shall be performed by, or under the direct supervision of, Consultant's "Authorized Representative": Edward Batchelor, Executive Vice President. 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 the City's prior written consent which shall not be unreasonably withheld. The City may terminate this Agreement if Consultant makes

any such change or uses or replaces any such subcontractor or subconsultant without seeking such consent.

2. Time of Performance. Time is of the essence in the performance of the Services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, 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. If Exhibit "A" indicates that Services shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Services until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin the date this Agreement is last executed and end once the City confirms that all Services were performed to the City's satisfaction, unless terminated in accordance with Section 6. This Agreement shall not be extended except pursuant to a writing signed by both Parties.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$35,706.88 dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the "not-to-exceed" amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the scope of the Services requested and approved by the City. 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 "not-to-exceed" 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 in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) 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 this Section 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 Final Payment. 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 Books and Accounts. 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, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

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 and all Claims relating to or in connection with such a finding and/or determination.

(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 the expiration 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 the 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 and in any event, within five (5) days of such request.

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 the termination 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 mediator with at least ten (10) years' experience in the field of law subject to the dispute 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 mediator 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. If, for any dispute or claim to which this Section applies, any Party commences an action without first attempting to resolve the matter through the process set forth in this Section, or refuses to comply with this Section after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such 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, upon termination of this Agreement, or within five (5) days of any 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 as those 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 to Consultant so as to satisfy the City's needs.

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 the City:
City of Tracy
Attn: Ilene Macintire, P.E.,
Senior Civil Engineer
3900 Holly Drive
Tracy, CA 95304

To Consultant:
Guidepost Solutions LLC
Attn: Edward Batchelor
Executive Vice President
260 Madison Ave Third Floor New
York, NY 10016

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, 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, including, without limitation, those identified below, whether or not such 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 authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity 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 and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). 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.

[Signature Page to Follow]

The Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Nancy D. Young
Title: Mayor
Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Guidepost Solutions LLC, a Limited Liability Company

By: 
Edward Batchelor
Title: Executive Vice President
Date: 3/5/24

Federal Employer Tax ID No. 80-0581535

Exhibits:

- A Scope of Work
- B Compensation

EXHIBIT A - Scope of Work

- Attend security system design coordination meetings with City staff to review the security requirements and to coordinate final security device locations, installation details and finish requirements.
- Document and coordinate the security system infrastructure requirements including security equipment layout and space requirement, IT network, 120 VAC power, electric door hardware and interfaces to other building systems such as required.
- Check applicable codes, regulations, and restrictions governing the design.
- Prepare security system design plans for the infrastructure improvements to be installed. The plans should include a security device symbols legend, block diagrams, rough-in details, equipment installation details and device location site/floor plans.
- Prepare security system specifications including general conditions, functional and technical system and device requirements and execution requirements.
- Evaluate Contractor bids for compliance with the construction documents and document the findings in a bid evaluation letter.
- Participate in meetings to review the bid evaluation letter.
- Review the Contractor's prefabrication submittals.
- Participate in progress/coordination meetings during the security system installation
- Conduct one system installation progress inspections per site and prepare field reports to document the results.
- Conduct final system acceptance testing and prepare a punch list to document results.
- Review the security contractor's O&M and as-built documentation for accuracy.

EXHIBIT B - Compensation

Compensation for completion of all items listed in Exhibit A shall be a not to exceed amount of \$35,706.88.

City of Tracy**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH GUIDEPOST SOLUTIONS, LLC. FOR THE SECURITY SYSTEM IMPLEMENTATION FOR THE CITY'S WATER FACILITIES PROJECT, CIP 75169**

This Amendment No. 1 (Amendment) to the Professional Services Agreement is entered into between the City of Tracy, a municipal corporation (City), and Guidepost Solutions, LLC. (Consultant).

Recitals

- A. The City and Consultant entered into a Professional Services Agreement (Agreement) for the Security System Implementation for the City's Water Facilities Project, CIP 75169, which was approved by the City Council on February 7, 2023, under Resolution No. 2023-022
- B. The original scope of work addressed design of security, access systems and security controls at the City's water facilities throughout the water system and providing bid documents and installation supervision throughout the project.
- C. The Security System design requires site surveys or record drawings at all water facilities for use in system design, however many of the record drawings are inaccurate or out of date, so additional site data collection and survey work is required.
- D. The City and Consultant now seek to amend the Agreement to include the additional services not to exceed an amount of \$18,400. After negotiations between the City and Consultant, the parties have reached an agreement for performance of services in accordance with the terms set forth in this Amendment.
- D. The City and Consultant now seek to amend the Agreement to include the additional services in the amount of \$18,400 and to extend the term through December 31, 2023.

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 is hereby amended to read as follows:
"The term of this Agreement shall begin on February 8, 2023 and end on December 31, 2023, unless terminated in accordance with Section 6."
 - B. Section 3.1 is hereby amended to read as follows:
"For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B-1", attached and incorporated by reference. Consultant's fee, for the scope of services set forth in Exhibit "A-1" is Not to Exceed \$18,400. Consultant's billing

City of Tracy – Amendment No. 1 to Agreement with Guidepost Solutions, LLC

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 Not to Exceed amount without the City's prior written approval.

C. Exhibits.

Exhibit A-1 "Scope of Services", attached hereto shall supplement Exhibit "A" of the Agreement. Consultant is responsible for completing all tasks identified in Exhibits "A" and "A-1".

"For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B-1.

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

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

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

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

City of Tracy

By: Nancy D. Young
Title: Mayor
Date: 12/11/2023

Attest:

Adrianne Richardson
Adrianne Richardson, City Clerk

Approved as to form:

Bijal Patel 12/7/2023 | 5:56 PM PST
Bijal M. Patel, City Attorney

Consultant
Guidepost Solutions, LLC.

N. Heywood
By: Nicholas Heywood

Title: Associate Vice President - Technology Design

Date: 9/13/23

Federal Employer Tax ID No. 80-0581535

EXHIBITS:

A-1 Scope of Services
B-1 Compensation



Guidepost Solutions LLC
2121 N California Blvd
Suite 800
Walnut Creek, CA 94596
T: 510.268.8373
F: 510.268.1531

July 24, 2023

Lea Emmons
Water Operations Superintendent
City of Tracy
6649 South Tracy Blvd.
Tracy, CA 95377
209-831-6302

Project: Water District Main Plant and Remote Location Survey & Drafting Services

Dear Mr. Emmons,

As requested, we are submitting this proposal for low voltage systems consulting services related to the City of Tracy Water Facilities – Security Design located in Tracy, CA. This proposal is based on your request for a proposal to update the current documentation to support the original security design project.

SCOPE OF WORK

Guidepost Solutions LLC's Security and Technology Consulting practice ("Guidepost Solutions LLC") will provide survey and drafting services for the following locations:

1. Main Water Treatment Plant – 6649 S. Tracy Blvd.
2. Linne Tank & BPS – 238 Glenhaven Dr.
3. Well 8 – ASR – 645 6th St.
4. NEI Tank & BPS – Brichetto Rd. & N. Chrisman Rd.
5. Lincoln Well – 20 E. Eaton Ave.
6. Lewis Manor Well – 1050 W. 12th St.
7. Ballpark Well – 2300 Tracy Blvd.
8. Park n Ride Well – 2650 Naglee Rd.
9. Cordes Ranch Tank & BPS – 5926 Hood Wy.
10. Tracy Hills Tank & BPS – 5403 Tracy Hills Dr.

The project involves 3 days of onsite physical surveys of the locations listed above to create dimensionally accurate floorplans on which the security program can be designed.



SCOPE OF SERVICES

Guidepost will create schematic diagrammatic buildings plans that will support the security electronics design project only. Schematic plans will detail:

- Building permitter
- Permitter openings
- Interior walls and doors graphically only
- Fence line

Deliverables will be in PDF and DWG files.

Assumptions and Exclusions:

- The schematic building and fence line drawings shall not suffice for dimensional representation of the built environment.
- The drawings shall be representative of the built environment only.

COMPENSATION AND REIMBURSABLES

For all work described in our proposal, Guidepost Solutions LLC proposes a Lump Sum Fee of \$18,400 as shown in the accompanying table: "Fees by Task".

In addition to fees, Owner will reimburse Guidepost Solutions LLC for all ordinary and necessary costs and any expenses directly relating to the project and approved by Owner. Reimbursable expenses for this project are estimated as shown in the table below (or 'aforementioned table'). Reimbursable expenses include items such as copy and blueprint services, overnight delivery service, mileage, and special project insurance requirements, if required. The reimbursable expenses shall be billed at cost and shall not include ordinary overhead expenses, or any other expenses not directly related to the project. Reimbursable expenses will comply with Owner's terms and conditions.



FEES BY TASK

Survey & Schematic Design	
Phase of Work	Fee by Phase
<u>Project Design Services</u>	
Schematic Design Layout and Drafting	\$9,100
Site Survey	\$4,800
Project Management and QAQC	\$2,000
Compensation	\$15,900
Estimated Travel Expenses	\$2,500
<u>Total Compensation + Expenses</u>	<u>\$18,400</u>

This chart is intended as estimates only. In effort to accomplish the work most effectively for each project, we may reallocate resources between phases.

PAYMENT TERMS

Guidepost Solutions LLC will submit a monthly invoice for completed work, including any reimbursable expenses. Invoices are payable 30 days after receipt of invoice. If payments are not received within 60 days, services may be suspended, and Guidepost Solutions LLC will not be held responsible for any damages due to delays from such suspension.

ASSUMPTIONS & EXCLUSIONS

Guidepost Solutions LLC's services under this proposal are limited to those expressly specified. The following additional services may be desired or required, and, if performed at Owner's direction, will be charged at Guidepost Solutions LLC's standard rates as indicated in the attached Exhibit A, or at fees as mutually agreed.

- Changing or re-designing any project aspect or element previously submitted by Guidepost Solutions LLC in compliance with this proposal, or previously approved by Owner, including but not limited to project description, scope, requirements, goals, equipment, capabilities, facilities, contractors, plans, or designs.
- Producing site plans, floor plans, or any drawings not listed under construction documents.
- Design or specification of building management systems (BMS) or control systems or any other system not expressly required by this proposal.
- Preparation of maintenance and operation manuals or as-built drawings will be the systems contractor's responsibility.



- Training or establishing training programs (to be performed by the systems contractor).
 - System permits and approvals including Professional Engineering stamp.
- This proposal does not include site utility coordination, site utility surveys, vault investigation, or discovery of existing underground site utilities, unless specifically mentioned within the scope of services.
- This proposal does not include structural engineering.
- This proposal does not include security, fire alarm, telecommunications, and audiovisual systems consulting and/or design services.
- Site plans, if required, are for information purposes only. Unless otherwise noted in the scope of work above, design services for site areas are not included in this proposal.
- This proposal assumes all system drawings will be produced using AutoCAD. If BIM is selected as the drawing deliverable method, the drawings will be considered supplemental services and will be billable.
- This proposal includes submission of full-size electronic PDF drawings to the Owner for all deliverables.
- If phases beyond the above scope of work are required, additional service fees will also be required.
- Services are limited to buildings defined in the scope of work above. The inclusion of additional structures, buildings, floors, and/or all site work not previously defined in the above scope of work will require additional fees.
- Reimbursable expenses will comply with Owner Standards.
- This Proposal and the prices quoted are valid for 30 days from the date of this Proposal.

AUTHORIZATION

If approved, please return our signed proposal, or provide a contract/agreement including general terms, deliverables, rates, and budget for signature to contractswest@guidepostsolutions.com or Guidepost Contracts at 2121 North California Blvd., Suite 800, Walnut Creek, CA 94596.

Date

July 24, 2023

Lea Emmons
Water Operations Superintendent
Authorized Representative of
City of Tracy

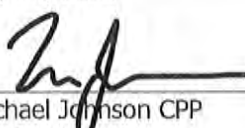

Michael Johnson CPP
Sr. Consultant
Authorized Representative of
Guidepost Solutions LLC



EXHIBIT A-1: GUIDEPOST SOLUTIONS LLC 2022 HOURLY RATES

Design Services	
Principal/Project Lead	\$225
Senior Consultant / Senior Project Manager / Professional Engineer	\$200
Consultant / Project Manager / Technology Designer	\$185
Associate	\$170
BIM / REVIT Coordinator	\$130
Subject Matter Expert - Advisory (Security / AV / Fire / TEL / GSOC)	\$225

Physical Security Consulting Services	
Principal / Project Lead	\$275
Senior Consultant / Project Manager	\$250
Consultant	\$200
Associate	\$175
Subject Matter Expert - Advisory (Risk / Operations / Technology / CPTED, Sub Contractors)	\$250

Cyber Security Consulting Services	
Principal / Project Lead	\$400
Senior Consultant / Project Manager	\$350
Consultant	\$300
Associate	\$250
Subject Matter Expert - Advisory (Risk / Operations / Technology)	\$350
Subject Matter Expert - Incident Response	\$450

Risk & Emergency Management Services	
Principal / Project Lead	\$300
Senior Consultant / Project Manager	\$250
Consultant	\$225
Associate	\$200
Subject Matter Expert - Advisory (Risk / Operations / Technology)	\$250
Subject Matter Expert - Incident Response	\$350
Subject Matter Expert - Threat / Behavioral	\$900

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH GUIDEPOST SOLUTIONS, LLC
FOR SECURITY SYSTEMS DESIGN AT CITY'S WATER FACILITIES**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Guidepost Solutions LLC, a Limited Liability Company (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain Consultant to provide design services for security services; and
- B. On October 19, 2022, the City issued a Request for Proposals (RFP) for the Security Assessment at City's Water Facilities (**Project**). On November 9, 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.2023-012 approved by Tracy City Council on February 7, 2023.

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: David Rickerson. 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. 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 February 8, 2023 and end on June 9, 2023, unless terminated in accordance with Section 6.
3. **Compensation.** City shall pay Consultant 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 \$53,290. 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:
Director Operations & Utilities
520 N. Tracy Blvd
Tracy, CA 95376

To Consultant:
Guidepost Solutions LLC
2121 N California Blvd., Suite 800
Walnut Creek, CA 94596

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

13. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy D. Young
Title: Mayor
Date: 3-2-2023

Attest:

Adrianne Richardson
Adrianne Richardson, City Clerk

Consultant

Guidepost Solutions, LLC, a Limited Liability Company

By: Nicholas Heywood
Title: Associate Vice President - Technology Design
Date: 01/09/2023

Federal Employer Tax ID No. 80-0581535

Approved as to form:

Bijal M. Patel
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

- Attend security system design coordination meetings with City staff to review the security requirements and to coordinate final security device locations, installation details and finish requirements.
- Document and coordinate the security system infrastructure requirements including security equipment layout and space requirement, IT network, 120 VAC power, electric door hardware and interfaces to other building systems such as required.
- Check applicable codes, regulations, and restrictions governing the design.
- Prepare security system design plans for the infrastructure improvements to be installed. The plans should include a security device symbols legend, block diagrams, rough-in details, equipment installation details and device location site/floor plans.
- Prepare security system specifications including general conditions, functional and technical system and device requirements and execution requirements.
- Evaluate Contractor bids for compliance with the construction documents and document the findings in a bid evaluation letter.
- Participate in meetings to review the bid evaluation letter.
- Review the Contractor's prefabrication submittals.
- Participate in progress/coordination meetings during the security system installation
- Conduct one system installation progress inspections per site and prepare field reports to document the results.
- Conduct final system acceptance testing and prepare a punch list to document results.
- Review the security contractor's O&M and as-built documentation for accuracy.

EXHIBIT B – Compensation

Compensation for completion of all items listed in Exhibit A shall be a not to exceed amount of \$53,290.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GUIDEPOST SOLUTIONS, LLC. FOR THE SECURITY SYSTEM IMPLEMENTATION FOR THE CITY'S WATER FACILITIES PROJECT, CIP 75169, FOR THE REMAINING SCOPE OF WORK FOR THE PROJECT, IN A NOT-TO-EXCEED AMOUNT OF \$35,706.88, WITH A TERM COMMENCING ON JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024

WHEREAS, On October 19, 2022, the City issued a Request for Proposals (RFP) for the Security System Design at the City's Water Facilities (Project); and

WHEREAS, On November 9, 2022, Guidepost Solutions LLC. (Consultant) submitted its proposal for the Project to the City. The City determined that Consultant possessed the skills, experience and certification required to provide the services; and

WHEREAS, The City and Consultant entered into a Professional Services Agreement (2023 PSA) for the Project on February 7, 2023, pursuant to Resolution 2023-022, with a not-to-exceed amount of \$53,290; and

WHEREAS, The Project required site surveys or record drawings at all water facilities for use in system design; however, many of the City record drawings are inaccurate or out of date, so additional site data collection and survey work is required; and

WHEREAS, On Tuesday, June 27, 2023, staff requested a proposal for the required additional work. On July 24, 2023, the Consultant provided a proposal for the additional tasks and fees; and

WHEREAS, On October 17, 2023, City Council approved Amendment No. 1 to the 2023 PSA with the consultant, pursuant to Resolution 2023-211, to extend the term of the Agreement through December 31, 2023, and increase the not-to-exceed amount to \$71,690; and

WHEREAS, the Consultant's proposal included on going coordination and a task to provide design support during construction, however, the timeline for construction is not yet determined and will not begin until the construction contract is awarded for the security improvements, and all tasks could not be completed by the end of the 2023 PSA term; and

WHEREAS, The City and Consultant now seek to enter into a new Professional Services Agreement (2024 PSA), for the remaining project scope of work, in a not-to-exceed amount of \$35,706.88, with a term commencing on January 1, 2024 and ending December 31, 2024; now therefore, be it

RESOLVED: That the above recitals are true and correct and are hereby incorporated herein as findings and determinations of the City; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby approves a Professional Services Agreement with Consultant; and be it

FURTHER RESOLVED: 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; and be it

FURTHER RESOLVED: That this resolution takes effect immediately upon its adoption.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 19th of March 2024, 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

Agenda Item 1.C

RECOMMENDATION

Adopt a Resolution amending the City's Conflict of Interest Code to add and remove designated City Officers and employee classifications, as required by the California Political Reform Act.

EXECUTIVE SUMMARY

This item requests that the City Council amend the City's Conflict of Interest Code to add the following positions: Chief Innovation Officer, Assistant Director of Operations, Assistant Director of Utilities, Assistant City Engineer, and Assistant Director of Parks, Recreation and Community Services. The proposed amendment would also remove Director of Operations and Utilities. The noted positions are new positions that have been added to the City's Classification Plan since the City Council's last update of the Conflict of Interest Code.

BACKGROUND AND LEGISLATIVE HISTORY

The California Political Reform Act of 1974 (Government Code Section 87200 *et seq.*), requires public agencies to adopt a local Conflict of Interest Code that designates which City employee classifications must file a statement of economic interests form ("Form 700") given their position and the likelihood of influencing decisions where they have an economic interest at stake. Cities are required to review their codes on a biennial basis, which should be conducted in even numbered years to ensure that the code reflects the organization's current staffing. The City last updated its Conflict of Interest Code on February 1, 2022 via Resolution No. 2022-009.

ANALYSIS

Persons holding positions listed in Government Code Section 87200 are considered "statutory filers" and are already required to file Statement of Economic Interests. These positions include elected and appointed officials, City Manager, City Attorney, Planning Commissioners, candidates and persons who manage public investments. The California Political Reform Act further requires that public agencies review their Conflict of Interest Code every two years to determine whether any revisions are needed.

The attached Conflict of Interest Code (Appendix II) lists designated City officers and classifications existing as of today's date and their respective categories of financial interests which must be disclosed in order to comply with State law and regulations established by the Fair Political Practices Commission. This disclosure is intended to avoid conflicts of interest which could influence the decision making of City officials and employees. Also attached is the Disclosure Categories (Appendix I).

Organizational changes have occurred since the last update. This item requests that the City Council amend Appendix II of the City's Conflict of Interest Code to add the following positions: Chief Innovation Officer, Assistant Director of Operations, Assistant Director of Utilities, Assistant City Engineer, and Assistant Director of Parks, Recreation and Community Services. The proposed amendment would also remove Director of Operations and Utilities.

FISCAL IMPACT

There is no fiscal impact associated with this report.

STRATEGIC PLAN

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

RECOMMENDATION

Adopt a Resolution amending the City's Conflict of Interest Code to add and remove designated City Officers and employee classifications, as required by the California Political Reform Act.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Kimberly Murdaugh, Interim Assistant City Manager
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENT

Attachment A: Appendix I – Disclosure Categories

Attachment B: Appendix II – Designated Positions and Assigned Disclosure Categories

Appendix I

CONFLICT OF INTEREST STATEMENTS

Disclosure Categories

Category 1 - All designated employees in this category shall disclose all sources of income, investments, interests in real property, and business positions required to be disclosed of those public officials named in Government Code section 87200.

Category 2 - All designated employees in this category shall disclose all sources of income, investments and business entities in which the designated employee holds a management position if the business entity engages in land development; construction; the provision of architectural, engineering or other services in connection with construction; the manufacture or sale of electrical, plumbing and other products used in construction; the acquisition or sale of real property or financing of land acquisition, development or construction.

Category 3 - All designated employees in this category shall disclose all sources of income, investments, and business entities in which the designated employee holds a management position if the business entity is of the type which contracts with the City of Tracy to provide services, supplies, materials, machinery or equipment.

Category 4 - All designated employees in this category shall disclose all sources of income, investments, and business entities in which the designated employee holds a management position if the business entity is of the type which contracts with the designated employee's department.

Appendix II

CITY OF TRACY CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS AND ASSIGNED DISCLOSURE CATEGORIES

Government Code section 87200 requires certain City officials and employees (Council Members, Planning Commissioners, City Attorney, City Manager, and City Treasurer) to file "Statement of Economic Interests." The following City officials, employees and consultants listed below are required, pursuant to Government Code section 87302 to file Statements of Economic Interests:

<u>Designated Positions</u>	<u>Disclosure Category</u>
<u>Governing Bodies/Commissions</u>	
*Mayor	1
*City Council Members	1
*Planning Commission	1
Board of Appeals	1
Environmental Sustainability Commission	1
Tracy Arts Commission	1
Transportation Advisory Commission	1
Parks and Community Services Commission	1
Measure V Residents' Oversight Committee	1
<u>City Employees</u>	
Director of Finance	1
Airport Manager	1
Assistant City Attorney	1
Assistant City Manager	1
Assistant to the City Manager	3,4
City Engineer	1
Assistant City Engineer	1
Budget Officer	3,4
Building Official	1
*City Attorney	1
City Clerk	3,4
*City Manager	1
*City Treasurer	1
Deputy City Attorney I/II	1
Director of <u>Community and Economic Development Services</u>	1
Assistant Director of Development Services	1
Economic Development Manager	1
Cultural Arts Division Manager	3,4
Human Resources Director	4

Human Resources Manager	4
Chief Innovation Officer	1
IT Manager	1
Accounting Manager	1
Parks Planning and Development Manager	2,3,4
Director of Parks, ~~and Recreation~~ <u>and Community Services</u>	1
Assistant Director of Parks, Recreation, and Community Services	1
Police Chief	1
Police Captain	3,4
Police Support Operations Manager	3,4
Public Works Director	1
Public Works Superintendent	3
Transit Manager	3,4
~~Director of Operations and Utilities~~	1
Assistant Director of - Operations	1
Assistant Director of - Utilities	
Senior Civil Engineer	1
Water Resource & Compliance Manager	3,4
Community Preservation Manager	3,4
Recreation Services Manager	3,4

Designated Positions	Disclosure Categories
<u>Consultants</u> Disclosure requirements will be determined on a case-by-case basis using the criteria contained in the Regulations of the Fair Political Practices Commission.	
Legal Consultant	3,4

*These positions required to file pursuant to Government Code section 87200

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**AMENDING THE CITY'S CONFLICT OF INTEREST CODE TO ADD AND REMOVE
DESIGNATED CITY OFFICERS AND EMPLOYEE CLASSIFICATIONS AS
REQUIRED BY THE CALIFORNIA POLITICAL REFORM ACT**

WHEREAS, The Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate a Conflict of Interest Code that designates the disclosure filing requirements for officials and employment positions that are involved in making or participating in making of governmental decisions; and

WHEREAS, The Conflict of Interest Code currently in effect for the City of Tracy was adopted by the City Council through Resolution No. 2022-009; and

WHEREAS, Government Code Section 87306.5 requires the City to review and revise this code biennially in even numbered years; and

WHEREAS, Organizational changes have occurred since the last update; and

WHEREAS, More specifically, since the last update, the following new positions have been added: Chief Innovation Officer, Assistant Director of Operations, Assistant Director of Utilities, Assistant City Engineer, and Assistant Director of Parks, Recreation and Community Services; and the following position has been removed: Director of Operations and Utilities; and

WHEREAS, The proposed additions and deletions are reflected in the amended Appendix II attached as Attachment B; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby

Replaces Appendix II of the City of Tracy Conflict of Interest Code, with the new Appendix II shown on Attachment B.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 19th day of March, 2024, 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

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council adopt a resolution 1) accepting a \$443,429 grant from the State Water Resources Control Board for the California Extended Water and Wastewater Arrearage Payment Program; and 2) appropriating the full grant funds to the Water and Wastewater funds to be applied as credits against residential and commercial water and wastewater arrearages.

EXECUTIVE SUMMARY

The State Water Resources Control Board, using federal American Rescue Plan Act (ARPA) funds, has allocated \$443,429 to the City of Tracy (City) for the California Extended Water and Wastewater Arrearage Program (Program). The funding will provide utility bill relief for residential and commercial water and wastewater customers' unpaid past due balances. This item requests that the City Council accept such grant funds and appropriate them to the Program.

BACKGROUND

The City provides utility services including water, wastewater, solid waste, and storm drain services to its citizens. During the COVID-19 pandemic, many utility customers faced hardships making it difficult for them to continue paying their utility bill. The Finance Department has taken steps to assist customers having difficulty paying their utility bills. In June 2020, the City Council approved the use of \$15,000 of Community Development Block Grant (CDBG) CARES Act funds for utility billing relief to eligible City utility customers as a bill credit. Those CDBG funds for utility billing relief have been exhausted. During the pandemic, the Finance Department waived late fees, offered the Low-Income Rate Assistance program (LIRA), offered payment plans and paused the disconnection of water for non-payment. In December 2021, the City Council authorized the acceptance of \$706,680 Program grant funds from the State Water Resources Control Board that provided bill credits to past due residential and commercial drinking water customers. On February 1, 2022, the City Council appropriated \$760,000 in ARPA funds that also provided bill credits to past due solid waste and storm drain customers. And on May 3, 2022, the City Council authorized acceptance of \$495,735 in additional grant funds from the State Water Resources Control Board for the Program that provided bill credits to past due residential and commercial wastewater customers.

At its peak, the City had \$2.3 million dollars in past due balances from both water and wastewater customers. As of February 2024, the total dollar amount of utility accounts more than 60 days past due is approximately \$775,000.

ANALYSIS

The City will apply \$430,514 of the grant funding as a bill credit to 1,130 residential and commercial customers' water and wastewater portion of the utility bills for charges dating June 16, 2021 through December 31, 2022. The remaining \$12,915 will be used for

administrative costs associated with administering the program. Upon acceptance of these grant funds, the City will have received and applied over \$2.4 million dollars in utility billing assistance to eligible customers over the last two years.

CDBG Utility Assistance Program	\$15,000
California Water Arrearage Program Grant	\$706,680
Solid Waste and Storm Drain Arrearage - ARPA Grant	\$760,000
California Wastewater Arrearage Program Grant	\$495,735
California Extended Water and Wastewater Arrearage Program Grant	\$443,429
Total Utility Assistance given through bill credit grant programs	\$2,420,844

Previous funding received by the City provided bill credits for charges incurred March 4, 2020 through June 15, 2021, which greatly assisted customers impacted by the COVID-19 pandemic. As additional funds have become available, the State Water Resources Control Board has authorized an extended grant program to provide relief to customers with arrearages for the period of June 16, 2021 through December 31, 2022.

Customers receiving a bill credit will receive a targeted mailing to notify them of the bill credit and that they will have the option to sign up for a six-month payment plan for any remaining past due balance. Customers must sign up for the payment plan within thirty days of being notified of the bill credit to avoid service impacts for unpaid account balances.

FISCAL IMPACT

No additional fiscal impact will occur, as staff recommends utilizing the full amount of the \$443,429 grant funds that the City will receive from the California Extended Water and Wastewater Arrearage Payment Program through the State Water Resources Control Board using Federal American Rescue Plan Act ARPA funds.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution 1) accepting a \$443,429 grant from the State Water Resources Control Board for the California Extended Water and Wastewater Arrearage Payment Program; and 2) appropriating the full grant funds to the Water and Wastewater funds to be applied as credits against residential and commercial water and wastewater arrearages.

Prepared by: Sara Cowell, Director of Finance

Reviewed by: Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

1) ACCEPTING A \$443,429 GRANT FROM STATE WATER RESOURCES CONTROL BOARD FOR THE CALIFORNIA EXTENDED WATER AND WASTEWATER ARREARAGE PAYMENT PROGRAM; AND 2) APPROPRIATING THE FULL GRANT FUNDS TO THE WATER AND WASTEWATER FUNDS TO BE APPLIED AS CREDITS AGAINST RESIDENTIAL AND COMMERCIAL WATER AND WASTEWATER ARREARAGES

WHEREAS, The California Extended Water and Wastewater Arrearage Payment Program was established by the State Water Resource Control Board through Federal American Rescue Plan Act (ARPA) funds to provide funding for residential and commercial wastewater arrearages; and

WHEREAS, The City of Tracy (City) is eligible to receive an allocation in the amount of \$443,429; and

WHEREAS, The City will apply the \$430,514 of the funding to 1,130 residential and commercial customers' wastewater portion of the utility bills past due balances for charges dating June 16, 2021 through December 31, 2022; and

WHEREAS, The City will apply the remaining \$12,915 to be used for administrative costs associated with administering the program, including target mailing to customers with outstanding balances; and

WHEREAS, Staff recommends City Council accept the California Extended Water and Wastewater Payment Arrearage Program grant and appropriate the full amount of the grant funds to the Water and Wastewater funds; and now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby accepts the \$443,429 grant award from the State Water Resources Control Board for the California Extended Water and Wastewater Arrearage Payment Program; and be it further

RESOLVED: That the City Council appropriates the full amount of the grant funds to the Water and Wastewater funds to be applied as credits against residential and commercial wastewater arrearages incurred during the bill relief period.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on March 19, 2024, 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

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting the construction for the Slurry Seal Project, FY21-22, CIP 73184, (Project) completed by American Asphalt Repair & Resurfacing Co., Inc., of Hayward, California, (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, (3) authorizing the City Engineer to release the bonds and retention payment in accordance with State law; and (4) authorizing the Finance Department to close the Project.

EXECUTIVE SUMMARY

City staff requests that the City Council accept the construction for the Slurry Seal Project, FY21-22, CIP 73184, completed by American Asphalt Repair & Resurfacing Co., Inc. (Contractor). Project costs are within the available budget and work was completed in a timely manner and in accordance with plans and specifications as approved. Staff recommends that the City Council accept this Project as complete.

BACKGROUND AND LEGISLATIVE HISTORY

CIP 73184 is part of the Annual Street Improvement Program (Program) and consists of slurry seal of approximately 5.8 centerline miles of roadway in the subdivisions of Sienna Park Unit 1, Hearthstone Units 2 and 3, Parkside Estates Units 1, 2 and 3, Ironwood and Muirfield Unit 3, in the residential neighborhood enclosed by Sycamore Parkway to the east, Corral Hollow Road to the west, Dove Drive to the south and Summertime Drive to the north. This Project included pavement repair, asphalt grinding, asphalt concrete paving, signage and striping.

The purpose of the Program is to improve and maintain the Pavement Condition Index (PCI) of various streets within the City of Tracy. Slurry seal is a preventive maintenance treatment that prolongs the life of asphalt at a fraction of the cost when compared to full pavement structural repair. Street selections for slurry seal maintenance were based on life-cycle and cost benefit analysis using the City's Pavement Management Program (PMP) and coordinated with the Operations Division of the City's Operations and Utilities Department.

Engineering staff prepared the plans and specifications and advertised the Project for competitive bids on December 16, 2022, and December 23, 2022. Bids were received and opened via teleconference on January 10, 2023, at 2:00 p.m. Bid analysis indicated that the lowest monetary bid is responsive, and the Contractor was responsible. Further, the Contractor had the appropriate contractor's license in active standing with the State of California and had completed similar projects within the City of Tracy.

On March 21, 2023, the City Council awarded, by Resolution No. 2023-052, the Slurry Seal Project, FY21-22, CIP 73184, to American Asphalt Repair & Resurfacing Co, Inc., with a not-to-exceed construction project budget of \$880,812 and authorized the City Manager to approve change orders up to the contingency amount of \$76,158 if needed.

ANALYSIS

The Contractor has now completed all the work required in accordance with the plans and specifications and City staff is requesting acceptance of the Project. The City Engineer has inspected the completed work and confirmed that all work conforms to the contract plans and specifications and has been completed within the time frame of the original contract.

The Contractor provided a one-year Warranty Bond, a Payment Bond, and a Performance Bond with the contract documents after contract award. Once the Project has been accepted by the City Council, the City Engineer will release the Payment Bond and Performance Bond in accordance with State law. The City Engineer will release the Warranty Bond when the warranty period expires one year after Project acceptance in accordance with State law.

FISCAL IMPACT

The Slurry Seal Project, FY21-22, CIP 73184, is an approved Capital Improvement Project (CIP) with an approved budget of \$1,939,800. The total completed cost is \$790,785, and was funded through Measure K (F242), Gas Tax (F245), and SB1 RMRA (F248 Road Maintenance and Rehabilitation Account) Funds.

Final Project costs were within budget as follows:

A. Construction Contract Amount	\$ 751,695
B. Approved Change Orders	\$ -
C. Design, construction management, inspection, testing & miscellaneous project management expenses	\$ 39,090
Total Project Costs	\$ 790,785
Total Budget Amount	\$ 1,939,800
Budget Remaining	\$ 1,149,015

The remaining balances in the Project will be released back into the Measure K, Gas Tax, and SB1 RMRA Funds as follows:

Funding Source	Budget	Expenses	Balance
242 - Measure K	\$ 1,096,200	\$ 751,695	\$ 344,505
245 - Gas Tax	\$ 270,000	\$ -	\$ 270,000
248 - SB1	\$ 573,600	\$ 39,090	\$ 534,510
Totals	\$ 1,939,800	\$ 790,785	\$ 1,149,015

PUBLIC OUTREACH / INTEREST

Public Outreach was conducted by City Staff to adjacent residents to notify them of the work and interruptions during the life of the construction project.

COORDINATION

Coordination between the Engineering Division and Maintenance and Operations Division was conducted, as well as coordination with the Tracy Unified School District.

CEQA DETERMINATION

The Project is categorically exempt from CEQA (California Environmental Quality Act) pursuant to CEQA Guidelines Section 15301, which pertains to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of an existing facility.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council, by resolution, (1) accept the construction for the Slurry Seal Project, FY21-22, CIP 73184, (Project), completed by American Asphalt Repair & Resurfacing Co., Inc. of Hayward, California, (2) authorize the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office, (3) authorize the City Engineer to release the bonds and retention payment in accordance with State law; and (4) authorize the Finance Department to close the Project.

Prepared by: Leisser P. Mazariegos, Associate Engineer

Reviewed by: Koosun Kim, PE, City Engineer
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

(1) ACCEPTING THE CONSTRUCTION FOR THE SLURRY SEAL PROJECT FY21-22, CIP 73184, (PROJECT), COMPLETED BY AMERICAN ASPHALT REPAIR & RESURFACING CO., INC. OF HAYWARD, CALIFORNIA, (2) AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE, (3) AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT IN ACCORDANCE WITH STATE LAW; AND (4) AUTHORIZING THE FINANCE DEPARTMENT TO CLOSE THE PROJECT.

WHEREAS, this Project is part of the City's annual street improvement program (Program) and consists of slurry seal of approximately 5.8 centerline miles of roadway in the subdivisions of Sienna Park Unit 1, Hearthstone Units 2 and 3, Parkside Estates Units 1, 2, and 3, Ironwood, and Muirfield Unit 3, in the residential neighborhood enclosed by Sycamore Parkway to the east, Corral Hollow Road to the west, Dove Drive to the south, and Summertime Drive to the north; and

WHEREAS, the Project includes pavement repair, asphalt grinding, asphalt concrete paving, signage, and striping; and

WHEREAS, the purpose of this program is to improve and maintain the Pavement Condition Index (PCI) of various streets within the City of Tracy; and

WHEREAS, slurry seal is a preventive maintenance treatment that prolongs the life of asphalt at a fraction of the cost when compared to full pavement structural repair; and

WHEREAS, street selections for slurry seal maintenance were based on life-cycle and cost-benefit analysis using the City's Pavement Management Program (PMP) and coordinated with the Operations Division of the City's Operations and Utilities Department; and

WHEREAS, engineering staff prepared the plans and specifications and advertised the project for competitive bids on December 16, 2022, and December 23, 2022. Bids were received and publicly opened in City Hall Conference Room 203 and via Teleconference at 2:00 p.m. on Tuesday, January 10, 2023; and

WHEREAS, on March 21, 2023, the City Council awarded, by Resolution No. 2023-052 the Slurry Seal Project, FY21-22, CIP 73184, to American Asphalt Repair & Resurfacing Co., Inc., of Hayward (Contractor), with a not-to-exceed construction project budget of \$880,812 and authorized the City Manager to approve change orders up to the contingency amount of \$76,158 if needed; and

WHEREAS, no change orders were issued; and

WHEREAS, the Contractor has now completed all the work required in accordance with the plans and specifications and City staff is requesting acceptance of the Project and the City Engineer has inspected the completed work and confirmed that all work conforms to the contract plans and specifications and has been completed within the time frame of the original contract; and

WHEREAS, the Contractor provided a one-year Warranty Bond, Payment Bond, and a Performance Bond with contract documents after contract award; and

WHEREAS, these are approved Capital Improvement Projects funded through Measure K, Gas Tax, and SB1 RMRA (Road Maintenance and Rehabilitation Account) revenues and there will be no impact to the General Fund; and

WHEREAS, the final Project costs were within budget as follows:

A. Construction Contract Amount	\$	751,695
B. Approved Change Orders	\$	-
C. Design, construction management, inspection, testing & miscellaneous project management expenses	\$	39,090
Total Project Costs	\$	790,785
Total Budget Amount	\$	1,939,800
Budget Remaining	\$	1,149,015

;and

WHEREAS, the remaining balances in the Project will be released back into the Measure K, Gas Tax, and SB1 RMRA Funds as follows:

Funding Source	Budget	Expenses	Balance
242 - Measure K	\$ 1,096,200	\$ 751,695	\$ 344,505
245 - Gas Tax	\$ 270,000	\$ -	\$ 270,000
248 - SB1	\$ 573,600	\$ 39,090	\$ 534,510
Totals	\$ 1,939,800	\$ 790,785	\$ 1,149,015

; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy, by resolution, hereby accepts the construction work completed by American Asphalt Repair & Resurfacing Co., Inc. of Hayward, California, for the Slurry Seal Project FY21-22, CIP 73184; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office and the City Engineer to release the bonds and retention payment in accordance with State Law; and be it

FURTHER RESOLVED: That the City Council finds that the Project is categorically exempt from CEQA (California Environmental Quality Act) pursuant to CEQA Guidelines

Section 15301, which pertains to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of an existing facility; and be it

FURTHER RESOLVED: That the City Council authorizes the City of Tracy Finance Department to close the Project.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 19th of March 2024, 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

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the Professional Service Agreement with Harris & Associates, Inc., for a not-to-exceed amount of \$332,848 to provide professional engineering services in furtherance of Capital Improvement Project 73186.

EXECUTIVE SUMMARY

Staff requests City Council approve a Professional Services Agreement (PSA) with the qualified consultant, Harris & Associates, Inc. for the professional engineering design services, which includes the preparation of plans, specifications, and cost estimates for the Pavement Rehabilitation Project FY22-23 PMP (Pavement Management Program) Phase 1(A), Capital Improvement Project (CIP) 73186 (Project).

BACKGROUND AND LEGISLATIVE HISTORY

Pavement Rehabilitation Project FY22-23 PMP Phase 1(A), CIP 73186, is an approved Capital Improvement Project, for the annual pavement rehabilitation of City streets. The location for this Project includes Tracy Boulevard between Eleventh Street and Centre Court Drive, and Grant Line Road between Naglee Road and Walmart Driveway. These locations were selected based on the PMP Project Prioritization workshop that City staff brought to Council on May 2, 2023, targeting the arterial roads for pavement rehabilitation for FY22-23. The Project scope entails pavement rehabilitation, ADA (Americans with Disabilities Act) curb ramp upgrades, sidewalk repair, curb and gutter repair, tree removal and/or tree root trimming, traffic signal loop installation, adjustment of monuments and utility covers to grade, and new striping and pavement markings.

On August 24, 2023, City staff prepared and issued a Request for Proposals (RFP) for project management, coordination, pre-design research, and final design of the proposed roadway improvements for the Project limits of Tracy Boulevard between Eleventh Street and Sixth Street, Beechnut Avenue and Center Court Drive and Grant Line Road between Naglee Road and Walmart Driveway. This work will include coordinating with all necessary agencies, surveying, performing pavement rehabilitation design, and preparing a complete set of plans, specifications, and an engineer's estimate (PS&E). The segment of Tracy Boulevard between Sixth Street and Beechnut Avenue which includes the improvements near the UPRR (Union Pacific Railroad Company) crossing will be designed by in-house staff to expedite the maintenance consent approval from UPRR.

ANALYSIS

On October 5, 2023, the City received a total of four (4) proposals, in response to the RFP.

The City's consultant selection committee has carefully evaluated all the received proposals based upon the criteria described in the RFP. The committee has determined that Harris & Associates, Inc. possesses the skills, experience, and certifications required to provide the

requested services and has determined that Harris & Associates, Inc. demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services. Harris & Associates, Inc. has successfully designed and completed several similar projects for other public agencies. Staff negotiated with Harris & Associates, Inc. to provide engineering design services for this Project on a time and material basis, for an amount not-to-exceed \$332,848, which is reasonable and competitive.

FISCAL IMPACT

The Pavement Rehabilitation Project FY22-23 PMP Phase 1(A), CIP 73186, is an approved Capital Improvement Project with a budget of \$2,612,631. There are sufficient funds in the Project for the not-to-exceed amount of \$332,848 for the PSA. The project is funded through Measure K (F241), Gas Tax (F245), and the Regional Surface Transportation Program (RSTP) Grant. The current project budget is as follows:

Funding Source	Budget	Expenses	Balance
242 - Measure K	\$ 540,000	\$ 2,500	\$ 537,500
RSTP Grant	\$ 1,937,631	\$ -	\$ 1,937,631
245 - Gas Tax	\$ 135,000	\$ -	\$ 135,000
Current Budget	\$ 2,612,631	\$ 2,500	\$ 2,610,131

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

Not applicable.

CALIFORNIA ENVIRONMENTAL QUALITY ACT DETERMINATION

The Project is categorically exempt, per the following CEQA (California Environmental Quality Act) Guidelines Sections: 15301. Existing Facilities Class I category, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The Project also received NEPA (National Environmental Policy Act) clearance from Caltrans District 10 on November 11, 2023, to allow for obligation of the federal RSTP grant allocated to the Project.

ACTION REQUESTED OF THE CITY COUNCIL

The City Council by resolution, approve the Professional Service Agreement (PSA) with Harris & Associates, Inc., for a not-to-exceed amount of \$332,848 to provide professional engineering services, in furtherance of Capital Improvement Project 73186.

Prepared by: D'Evelyn Spekner, Associate Engineer
Anju Pillai, PE, Senior Civil Engineer

Reviewed by: Koosun Kim, PE, City Engineer
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A - Professional Services Agreement - Harris & Associates, Inc. (CIP 73186)

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
HARRIS & ASSOCIATES, INC, A CALIFORNIA CORPORATION FOR THE PAVEMENT
REHABILITATION PROJECT FY22-23 PMP PHASE 1(A), CIP 73186 (PROJECT)**

This Professional Services Agreement (“**Agreement**”) is entered into between the City of Tracy, a municipal corporation (“**City**”), and **HARRIS & ASSOCIATES, INC**, a California ESOP, S Corporation (“**Consultant**”). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A.** City desires to retain the services of Consultant to provide project management, coordination, pre-design research, and final design of the proposed roadway improvements for the **Pavement Rehabilitation Project FY22-23, PMP Phase (1A), CIP 73186**. This work will include coordinating with all necessary agencies, surveying, performing pavement design analysis, and preparing a complete set of plans, specifications, and an engineer’s estimate (PS&E) for **Pavement Rehabilitation Project FY22-23, PMP Phase (1A), CIP 73186** (as further described herein and in Exhibit A, the “**Services**”); and
- B.** On August 24, 2023, the City issued a Request for Proposals (RFP) for the Services. On October 5, 2023, Consultant submitted its proposal for the Services to the City. The City has determined that Consultant demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services.
- C.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of the Services in accordance with the terms set forth in this Agreement.
- D.** This Agreement is being executed pursuant to Tracy Municipal Code section 2.20.140 and pursuant to Resolution No. _____, which was adopted by the City Council for the City of Tracy on _____.

Now therefore, the Parties mutually agree as follows:

- 1. Scope of Work.** Consultant shall perform the Services, which includes the services described in Exhibit “A” attached hereto and incorporated herein by this reference. The Services shall be performed by, or under the direct supervision of, Consultant’s “Authorized Representative”: Marie Santos, PE, Principal-in-Charge. 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 the City’s prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant.
- 2. Time of Performance.** Time is of the essence in the performance of the Services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, 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. If Exhibit “A” indicates that Services

shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Services until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin on _____ and end **once the City confirms that all Services were performed to the City's satisfaction** unless terminated in accordance with Section 6. This Agreement shall not be extended except pursuant to a writing signed by both Parties.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$332,848 dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the "not-to-exceed" amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the scope of the Services requested and approved by the City. 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 "not-to-exceed" 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 in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) 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 this Section 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 Final Payment. 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 Books and Accounts. 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, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

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 and all Claims relating to or in connection with such a finding and/or determination.

(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 the expiration 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 the 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 and in any event, within five (5) days of such request.

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 the termination 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 mediator with at least ten (10) years' experience in the field of law subject to the dispute 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 mediator 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. If, for any dispute or claim to which this Section applies, any Party commences an action without first attempting to resolve the matter through the process set forth in this Section, or refuses to comply with this Section after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such 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, upon termination of this Agreement, or within five (5) days of any 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 as those 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 to Consultant so as to satisfy the City's needs.

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

To Consultant:
Harris & Associates, Inc.
Attn: Marie Santos, PE, Principal-in-Charge
1401 Willow Pass Road, Suite 500
Concord, CA 94520

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, 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, including, without limitation, those identified below, whether or not such 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 authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity 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 and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). 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.

[Signature Page to Follow]

The Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Nancy D. Young
Title: Mayor
Date: _____

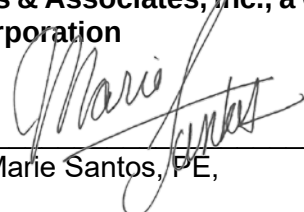
Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

**Harris & Associates, Inc., a California ESOP,
S Corporation**

By:  _____
Marie Santos, PE,

Title: Principal-in-Charge

Date: 2/16/2024

Federal Employer Tax ID No. 94-2385238

By: Frank S. Lopez
[Name]

Title: Vice President

Date: 2/20/2024

Exhibits:

- A Scope of Work
- B Cost of Services

EXHIBIT A - Scope of Work

TASK 1: PROJECT MANAGEMENT

Consultant shall perform project management functions that shall include supervision, coordination, and management of the Consultant design team. Project management shall also include but is not limited to the monitoring and verifying the project schedule, budget, and conformance with applicable standards. Consultant shall provide a brief progress report with each monthly invoice that shall discuss budget status, project schedule (highlighting critical path elements of the project), any relevant issues resolved and/or unresolved, and the anticipated next steps.

Task 1 Deliverables:

- Updated project schedule (1 PDF)
- Monthly progress reports and invoices (1 hard copy; a total of 16 reports/invoices assumed)

TASK 2: OTHER COORDINATION

Consultant shall coordinate with all parties that may be affected by this project such as utility companies, transit agencies, Caltrans, UPRR, and school districts. Consultant shall also meet with City maintenance staff members to determine maintenance needs and project challenges. This task supports many of the other tasks including Project Management and Research and Design.

Task 2 Deliverables:

- All correspondence with stakeholders

TASK 3: RESEARCH AND DESIGN

Task 3.1 Kick-Off Meeting:

Consultant shall schedule a kick-off meeting with the City soon after award of the contract and City issued written Notice to Proceed. Consultant shall establish a working relationship between the City and Consultant to define procedures, expectations, roles, responsibilities, project scope, schedule, design parameters, and deliverables. Consultant shall document this meeting in writing, including project team decisions and assignments.

Task 3.2 Gather and Review Existing Information:

Consultant shall gather and review existing background information within the project corridor that is pertinent to the development of the design alternatives. Typical data collection at a minimum shall include:

- As-built plans for the existing roadway.
- Design standards, details, and specifications.
- Available mapping and aerial photographs.
- Monumentation.
- Available traffic data.
- Utility maps and contacts.
- Right-of-way record maps.
- Geographic information system (GIS) maps.
- Traffic Index (TI) data.

Consultant shall identify, locate, request, and utilize all pertinent documents collected from the City and/or other agencies to resolve design parameters and project issues. Consultant shall provide the City with a list of requested documents, and Consultant shall use the document list to collect all available data upfront to facilitate the preliminary design.

Task 3.3 Field Investigation & Data Collection:

Consultant shall document the unique features of each site that affect design and construction. Consultant shall field measure all necessary streets for base mapping, existing striping, limits of base repair, and encroaching tree roots. Consultant shall also conduct a field survey of all existing curb ramps within the project area for compliance and the locations of proposed curb ramps that must be installed per federal requirements. Consultant shall also review and evaluate all sidewalks and curb and gutter for any localized repairs.

Task 3.4 Pavement Evaluation Services:

Consultant, or Consultant's subconsultant, PEI, shall perform cores to determine asphalt layer thickness at a minimum of 1,000-foot intervals or as needed for project design to measure the existing structural section of asphalt and aggregate base at each core location. Native soil samples shall be collected and analyzed to determine the R-value of the subgrade. Consultant, or Consultant's subconsultant, PEI, shall also perform deflection tests at 100-foot-maximum intervals in each travel lane. Deflection analysis shall be performed in general accordance with CTM 356. Site investigation work shall exclude the pre-marking of coring locations and coordination with Underground Service Alert. Traffic control plan shall be provided to the City for review and approval by the Traffic Engineer,

Consultant, or Consultant's subconsultant, PEI, shall summarize the above tests and analyses into an Pavement Evaluation Engineering Report that shall contain rehabilitation and reconstruction options and recommendations for the street segments tested. The report shall discuss all possible rehabilitation options, including pulverization and resurfacing, milling and filling, conventional HMA overlay and RHMA overlays, as well as recycling options such as FDR and CIR. The engineering report shall include deflection summary sheets, photos, and a visual description of each street segment.

Task 3.5 Coordination with Utility Agencies

Consultant shall contact each utility, gather information regarding its facilities, and identify potential conflicts. Utility information gathered shall include locations of the storm and sanitary sewer manholes, curb inlets, utility vaults, and catch basins. If utility conflicts are identified, Consultant shall provide design information to the utility company to assist them in developing relocation plans. Consultant shall provide a summary of the potential utility conflicts and the proposed resolution in a tabular format. Consultant shall incorporate all utility facilities into the project plans based upon the information provided by the utility owners.

Task 3.6 Basis of Design Report (BDR)

Consultant shall prepare a Basis of Design Report, BDR, which make pavement rehabilitation and ADA compliance recommendations for the project areas. The BDR will outline the proposed rehabilitation options for Tracy Boulevard and Grant Line Road using the Pavement Evaluation Engineering Report described in **Task 3.4** above. Consultant shall review the report and perform a cost analysis for the proposed pavement rehabilitation alternative treatments.

Consultant shall perform field investigations to document all locations of existing curb ramps and evaluate their condition for ADA compliance. The results of this investigation shall be included in the BDR with a list of all recommended locations for new ADA compliant curb ramps as well as deficient curb ramps targeted for replacement or modification to bring them into compliance. This list will be prepared in a spreadsheet format that shall identify each curb ramp in one of three categories: compliant, non-compliant, and marginally non-compliant and the Consultants recommendations to bring them into compliance.

Consultant BDR shall also include base map sheets for preliminary design, which shall be the basis of the 60% design plans. Consultant shall work with City to develop additional conceptual design options for Tracy Boulevard striping to enhance the existing Class 3 bike lane that is identified in the City's bicycle master plan.

Task 3.7 BDR Review Meeting:

Once the BDR has been submitted, Consultant shall coordinate a BDR review meeting with City staff to review the design alternatives. Consultant shall document the review meeting in writing, and summarize resulting decisions and assignments for final review by City.

Task 3 Deliverables:

- Kickoff meeting notes (1 PDF)
- List of requested documents
- Base mapping (1 PDF and 1 AutoCAD)
- Pavement Analysis Report (1 PDF and 1 hard copy)
- Correspondence with utility agencies (1 PDF)
- Draft and Final BDR (1 PDF)
- BDR review meeting notes (1 PDF)

TASK 4: CONSTRUCTION DOCUMENTS

Task 4.1 Prepare 60% Plans and Cost Estimate

Consultant shall incorporate comments and design recommendations from the BDR and BDR review meeting and prepare preliminary layout plans for review and comment by the City and others. Plans shall comply with all City's format requirements. The 60% submittal shall include the preliminary design for pavement rehabilitation, curb ramps, and other concrete improvements for City review and approval.

Consultant shall prepare 60% Opinion of Probable Construction Cost. The estimate shall include quantity takeoffs, unit prices, and a cost estimate for each element of the project. If necessary, Consultant shall include bid alternatives and additive/deductive bid items.

Task 4.2 Prepare 90% Plans, Specifications, and Cost Estimate

Consultant shall submit plan sets for review at the 90% stage. This submittal shall incorporate all comments received at the previous stage. The plans shall include right-of-way lines, the layout of pavement, curb ramp improvements, utilities, and other details needed to resolve design issues. Consultant shall prepare 90% draft Technical Specifications for review and comment by City staff. Specifications shall be based upon City or Caltrans standard documents. Consultant shall also prepare 90% Opinion of Probable Construction Cost updated with revised quantities and unit prices for each element of the projects.

Task 4.3 Caltrans Encroachment Permit Application:

Consultant shall submit plan sets and permit application to Caltrans for review and approval. The submittal shall follow the approved 60% design and incorporate all comments received at the 60% review stage.

Task 4.3 Prepare 100% Plans, Specifications, and Cost Estimate:

Consultant shall submit plan sets for review at the 100% stage. The submittal shall incorporate all comments received at the previous stages.

- **Prepare 100% Specifications:** Consultant shall finalize technical specifications and bid schedule and incorporate comments received at the previous reviews and submit the design package to the City for incorporation into the final bid documents. The City shall prepare front-end specifications and finalize the final bid documents package for public advertisement.
- **Prepare 100% Opinion of Probable Construction Cost:** Consultant shall provide spreadsheets that identify takeoff quantities, unit costs, and cost estimates for each element of the project for City staff reviews and comments. Consultant shall revise the 100% documents as needed and resubmit plans and contract documents for public bid by the City.

Task 4.4 Prepare Final Bid Documents

Consultant shall provide a final, detailed engineer's estimate of the probable construction cost. Plans shall be prepared on standard City title block sheets. AutoCAD and Word electronic files shall be turned over for City files. The final contract documents shall incorporate all City pre-final review comments.

Quality Assurance/Quality Control (QA/QC): All deliverables produced by Consultant and Consultant's subconsultants shall be checked by Consultant before submission to the City. Consultant shall be responsible for the quality and coordination of the design documents and shall review all work before it is sent out.

Task 4 Deliverables:

- 60% Plans and Cost Estimate (1 original, if requested, and 1 PDF)
- 90% Plans, Specifications, and Cost Estimate (1 original, if requested, and 1 PDF)
- 100% Plans, Specifications, and Cost Estimate (1 original, if requested, and 1 PDF)
- Final construction bid documents for Packages (1 original, if requested, and 1 PDF)
- Caltrans Permit Application for Construction

TASK 5: BID PERIOD SERVICES

Consultant shall be prepared to answer bidders' questions and provide clarifications to the bid documents during the construction process. Specifically, Consultant shall assist the City as follows:

- We will attend the pre-bid meeting.
- We will provide a log of all questions received and responses to the City for distribution.
- We will prepare any required technical or design-related addenda.

Task 5 Deliverables:

- Log of questions and responses (1 original)
- Addenda (1 PDF)

- Conformed set of bid documents (1 original and 1 PDF)

TASK 6: DESIGN SUPPORT DURING CONSTRUCTION

Consultant shall answer the contractor's questions and provide clarifications to the bid documents during the construction process. Specifically, Consultant shall assist the City as follows:

- Attend the pre-construction meetings.
- Answer the contractor's Request for Information (RFI).
- Provide clarifications and respond to the contractor's questions during the construction phase, as needed. During construction, Consultant shall review and respond to the contractor's RFIs within five calendar days.
- Assist the City with the review of construction contractor submittals during the construction phase of the project. A log of the submittals received, and responses provided will be maintained and made available for City staff.
- Upon City request; Consultant shall provide periodic reviews of the progress of the work to verify that it is in conformance with the design intent shown in the Plans and Specifications.
- Upon City request Consultant shall assist the City inspector with specific design issues during construction.
- Upon City request Consultant shall visit the construction site to resolve any unforeseen circumstances.
- Upon City request Consultant shall review change order proposals from the contractor and assist in the preparation of change orders if necessary.

Prepare Record Drawings: Consultant shall prepare record drawings, incorporating all changes made during construction as marked by the resident engineer and contractor. All project files, including record drawing plans, CAD files, and other technical information shall be submitted to the City upon completion of the work.

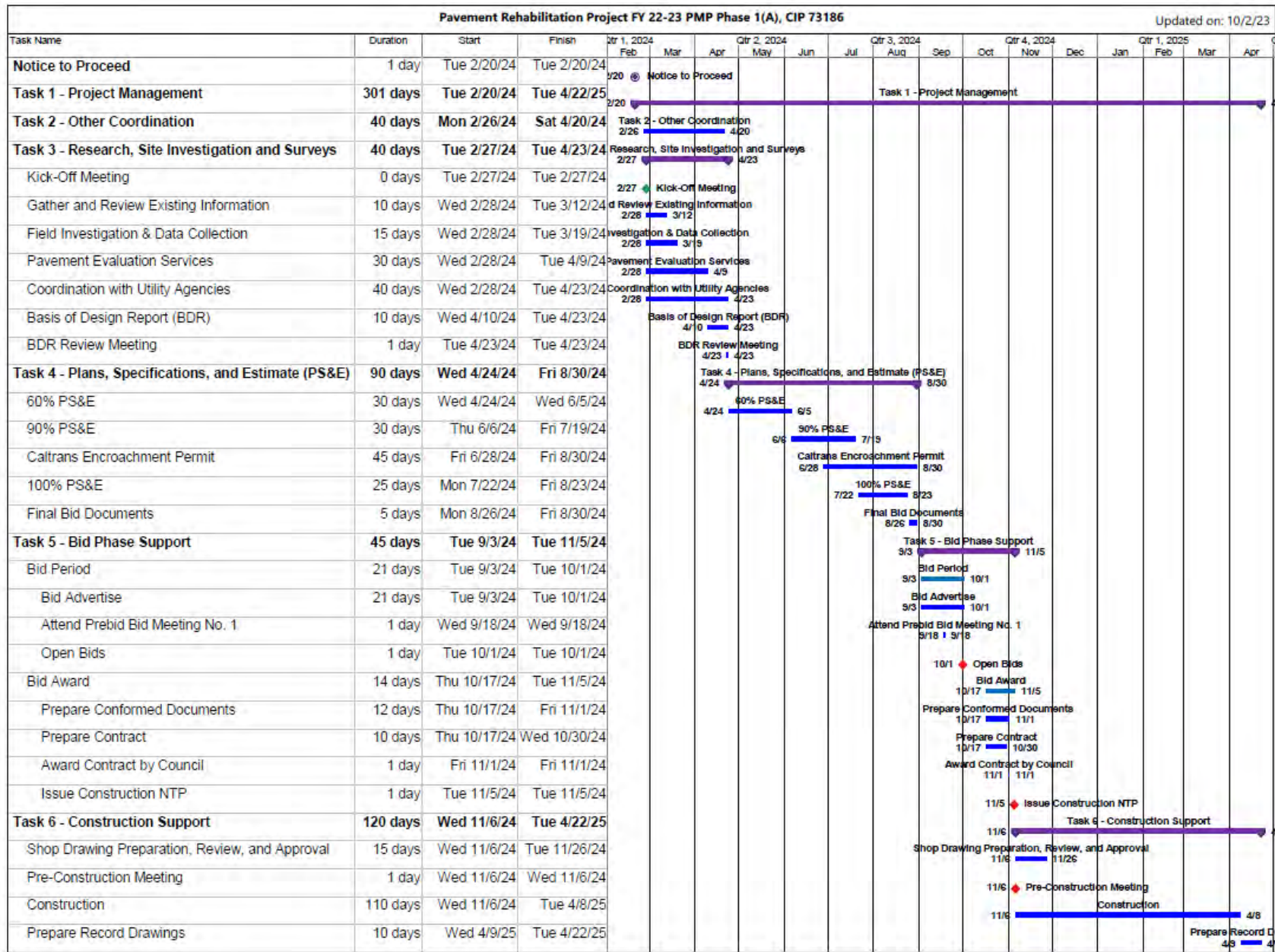
Task 6 Deliverables:

- RFI responses (1 PDF)
- Submittal review (1 PDF)
- Change Order (1 original and 1 PDF)
- Record drawings (1 original and 1 PDF)
- CAD files and other technical information

EXHIBIT B

ESTIMATED LEVEL OF EFFORT									HARRIS & ASSOCIATES				Date: January 3, 2024	
CITY OF TRACY														
PAVEMENT REHABILITATION PROJECT FY22-23 PMP PHASE 1(A)														
CIP 73186														
PHASE, TASK		HARRIS & ASSOCIATES							SUBCONSULTANTS			TOTAL		
		PROJECT DIR	QA/QC	PROJECT MGR	DEPUTY PROJ MGR	PROJECT ENGR	DESIGN ENGR	TOTAL HOURS	Subtronic Utility Loc.	PEI Pymt Engr	LCC Topo Survey			
1.0 PROJECT MANAGEMENT									All Subconsultant fees shown include 10% markup					
1.1	Project Management Tasks	2		20	40	12	4	78				\$16,180		
1.2	Project Management Meetings (12 mtgs)	2		12	12	8		34				\$7,220		
1.3	Progress Reports (12 reports)			2	16			18				\$3,800		
1.4	Prepare/Update Project Schedules			2	10	4		16				\$3,280		
TASK SUBTOTAL		4		36	78	24	4	146				\$30,480		
2.0 OTHER COORDINATION														
2.1	Coordination/Communication with Stakeholders			2	8	16	4	30				\$5,660		
TASK SUBTOTAL				2	8	16	4	30				\$5,660		
3.0 RESEARCH AND DESIGN														
3.1	Kick-Off Meeting	2	2	2	2	2	2	12				\$2,640		
3.2	Gather and Review Existing Information				8	20	24	52				\$8,860		
3.3	Field Investigation & Data Collection			8	20	24	24	76				\$13,880		
3.4a	Pavement Evaluation Services				4	8	8	20		\$39,468		\$42,948		
3.4b	Pavement Evaluation Services During Construction	(Optional Service see below)												
3.5	Topographic Mapping (On-as-needed basis)	(See Options below)												
3.6	Utility Locating and Potholing (On-as-needed basis)	(Optional Service see below)												
3.7	Coordination with Utility Agencies				8	30	8	46				\$8,390		
3.8	Basis of Design Report (BDR)		2	8	12	24		46				\$9,260		
3.9	BDR Review Meeting			2	2	2		6				\$1,230		
TASK SUBTOTAL		2	4	20	56	110	66	258		\$39,468		\$87,208		
4.0 CONSTRUCTION DOCUMENTS														
4.1	Prepare 60% Plans and Cost Estimate	1	10	10	32	80	100	233				\$41,210		
4.2	Prepare 90% Plans, Specifications, and Cost Estimate	1	10	16	28	60	80	195				\$35,090		
4.3	Prepare Caltrans Encroachment Permit Application			2	4	16		22				\$4,240		
4.4	Prepare 100% Plans, Specifications, and Cost Estimate	1	8	10	16	40	60	135				\$24,110		
4.5	Prepare Final Bid Documents	1		4	8	12	20	45				\$7,970		
TASK SUBTOTAL		4	28	42	88	208	260	630				\$112,620		
5.0 BID PERIOD SERVICES														
5.1	Prepare Addenda (assume 1)	1		2	8	12	8	31				\$5,790		
5.2	Respond to Contractor Technical Questions			2	6	8	4	20				\$3,760		
5.3	Attend Pre-Bid Meeting			2	2	2		6				\$1,230		
5.4	Conform Bid Documents		2	1	4	8	16	31				\$5,400		
TASK SUBTOTAL		1	2	7	20	30	28	88				\$16,180		
6.0 DESIGN SUPPORT DURING CONSTRUCTION														
6.1	Attend Pre-Construction Meeting			2	2	2		6				\$1,230		
6.2	Review and Respond to Contractor RFI's (assume 10 RFI's)			2	10	12	4	28				\$5,340		
6.3	Review and Respond to Contractor Submittals (assume 20 submittals)			2	10	30		42				\$8,090		
6.4	Provide progress reviews during construction			2	8	8		18				\$3,600		
6.5	Review Change Orders	2		2	8	8	8	28				\$5,340		
6.6	Prepare Record Drawings		2	2	2	12	24	42				\$7,100		
TASK SUBTOTAL		2	2	12	40	72	36	164				\$30,700		
TOTAL HARRIS HOURS		13	36	119	290	460	398	1316						
HOURLY RATE (2023-2024)		\$290	\$270	\$220	\$210	\$185	\$145							
FEE ESTIMATE PER POSITION		\$3,770	\$9,720	\$26,180	\$60,900	\$85,100	\$57,710			\$39,468				
TOTAL FEE												\$282,848		

EXHIBIT B



APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2024-_____

APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES, INC., FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$332,848 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN FURTHERANCE OF CAPITAL IMPROVEMENT PROJECT 73186

WHEREAS, Pavement Rehabilitation Project FY22-23 Pavement Management Program (PMP) Phase 1(A), Capital Improvement Project (CIP) 73186, is an approved Capital Improvement Project, for the annual pavement rehabilitation of City streets; and

WHEREAS, the location for this Project includes Tracy Boulevard between Eleventh Street and Centre Court Drive, and Grant Line Road between Naglee Road and Walmart Driveway. These locations were selected based on the PMP Project Prioritization workshop that City staff brought to Council on May 2, 2023, targeting the arterial roads for pavement rehabilitation for FY 22-23; and

WHEREAS, the Project scope entails pavement rehabilitation, ADA (Americans with Disabilities Act) curb ramp upgrades, sidewalk repair, curb and gutter repair, tree removal and/or tree root trimming, traffic signal loop installation, adjustment of monuments and utility covers to grade, and new striping and pavement markings; and

WHEREAS, on August 24, 2023, the City prepared and issued a Request for Proposals (RFP) for project management, coordination, pre-design research, and final design of the proposed roadway improvements for the Project (Services) for the Project limits of Tracy Boulevard between Eleventh Street and Sixth Street, Beechnut Avenue and Center Court Drive and Grant Line Road between Naglee Road and Walmart Driveway; and

WHEREAS, the segment of Tracy Boulevard between Sixth Street and Beechnut Avenue which includes the improvements near the UPRR (Union Pacific Railroad Company) crossing will be designed by in-house staff to expedite the maintenance consent approval from UPRR; and

WHEREAS, on October 5, 2023, the City received a total of four (4) proposals in response to the RFP. The City's consultant selection committee carefully evaluated all the proposals based upon the criteria described in the RFP, and has determined pursuant to Tracy Municipal Code Section 2.20.140, that Harris & Associates, Inc., best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services; and

WHEREAS, staff negotiated with Harris & Associates, Inc., to provide engineering design services for this Project on a time and material basis, for an amount not-to-exceed \$332,848, which is reasonable and competitive; and

WHEREAS, the City seeks to enter into the Professional Services Agreement (PSA) with Harris & Associates, Inc.; and

WHEREAS, this Project is an approved Capital Improvement Project with a budget of \$2,612,631 and there are sufficient funds in CIP 73186 to award this Project for design services in the amount of \$332,848; and

WHEREAS, the construction of this Project will be funded through RSTP (Regional Surface Transportation Program) Grant; Measure K Sales Tax, and the Gas Tax; 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, by resolution, hereby approves a Professional Service Agreement with Harris & Associates, Inc. attached hereto as Exhibit 1, for a total not-to-exceed amount of \$332,848, to provide Services for the Project until completed to the City's satisfaction; and be it

FURTHER RESOLVED: That the Professional Services Agreement may be executed by the City Mayor of the City of Tracy.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 19th day of March 2024, 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

EXHIBITS

Exhibit 1 - Professional Services Agreement – Harris & Associates, Inc (CIP 73186)

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
HARRIS & ASSOCIATES, INC, A CALIFORNIA CORPORATION FOR THE PAVEMENT
REHABILITATION PROJECT FY22-23 PMP PHASE 1(A), CIP 73186 (PROJECT)**

This Professional Services Agreement (“**Agreement**”) is entered into between the City of Tracy, a municipal corporation (“**City**”), and **HARRIS & ASSOCIATES, INC**, a California ESOP, S Corporation (“**Consultant**”). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A.** City desires to retain the services of Consultant to provide project management, coordination, pre-design research, and final design of the proposed roadway improvements for the **Pavement Rehabilitation Project FY22-23, PMP Phase (1A), CIP 73186**. This work will include coordinating with all necessary agencies, surveying, performing pavement design analysis, and preparing a complete set of plans, specifications, and an engineer’s estimate (PS&E) for **Pavement Rehabilitation Project FY22-23, PMP Phase (1A), CIP 73186** (as further described herein and in Exhibit A, the “**Services**”); and
- B.** On August 24, 2023, the City issued a Request for Proposals (RFP) for the Services. On October 5, 2023, Consultant submitted its proposal for the Services to the City. The City has determined that Consultant demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services.
- C.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of the Services in accordance with the terms set forth in this Agreement.
- D.** This Agreement is being executed pursuant to Tracy Municipal Code section 2.20.140 and pursuant to Resolution No. _____, which was adopted by the City Council for the City of Tracy on _____.

Now therefore, the Parties mutually agree as follows:

- 1. Scope of Work.** Consultant shall perform the Services, which includes the services described in Exhibit “A” attached hereto and incorporated herein by this reference. The Services shall be performed by, or under the direct supervision of, Consultant’s “Authorized Representative”: Marie Santos, PE, Principal-in-Charge. 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 the City’s prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant.
- 2. Time of Performance.** Time is of the essence in the performance of the Services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, 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. If Exhibit “A” indicates that Services

shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Services until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin on _____ and end **once the City confirms that all Services were performed to the City's satisfaction** unless terminated in accordance with Section 6. This Agreement shall not be extended except pursuant to a writing signed by both Parties.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$332,848 dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the "not-to-exceed" amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the scope of the Services requested and approved by the City. 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 "not-to-exceed" 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 in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) 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 this Section 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 Final Payment. 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 Books and Accounts. 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, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

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 and all Claims relating to or in connection with such a finding and/or determination.

(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 the expiration 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 the 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 and in any event, within five (5) days of such request.

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 the termination 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 mediator with at least ten (10) years' experience in the field of law subject to the dispute 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 mediator 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. If, for any dispute or claim to which this Section applies, any Party commences an action without first attempting to resolve the matter through the process set forth in this Section, or refuses to comply with this Section after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such 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, upon termination of this Agreement, or within five (5) days of any 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 as those 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 to Consultant so as to satisfy the City's needs.

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

To Consultant:
Harris & Associates, Inc.
Attn: Marie Santos, PE, Principal-in-Charge
1401 Willow Pass Road, Suite 500
Concord, CA 94520

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, 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, including, without limitation, those identified below, whether or not such 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 authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity 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 and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). 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.

[Signature Page to Follow]

The Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Nancy D. Young
Title: Mayor
Date: _____

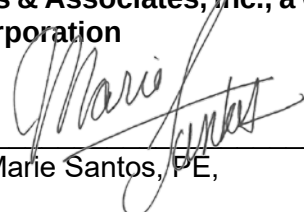
Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

**Harris & Associates, Inc., a California ESOP,
S Corporation**

By:  _____
Marie Santos, PE,

Title: Principal-in-Charge

Date: 2/16/2024

Federal Employer Tax ID No. 94-2385238

By: Frank S. Lopez
[Name]

Title: Vice President

Date: 2/20/2024

Exhibits:

- A Scope of Work
- B Cost of Services

EXHIBIT A - Scope of Work

TASK 1: PROJECT MANAGEMENT

Consultant shall perform project management functions that shall include supervision, coordination, and management of the Consultant design team. Project management shall also include but is not limited to the monitoring and verifying the project schedule, budget, and conformance with applicable standards. Consultant shall provide a brief progress report with each monthly invoice that shall discuss budget status, project schedule (highlighting critical path elements of the project), any relevant issues resolved and/or unresolved, and the anticipated next steps.

Task 1 Deliverables:

- Updated project schedule (1 PDF)
- Monthly progress reports and invoices (1 hard copy; a total of 16 reports/invoices assumed)

TASK 2: OTHER COORDINATION

Consultant shall coordinate with all parties that may be affected by this project such as utility companies, transit agencies, Caltrans, UPRR, and school districts. Consultant shall also meet with City maintenance staff members to determine maintenance needs and project challenges. This task supports many of the other tasks including Project Management and Research and Design.

Task 2 Deliverables:

- All correspondence with stakeholders

TASK 3: RESEARCH AND DESIGN

Task 3.1 Kick-Off Meeting:

Consultant shall schedule a kick-off meeting with the City soon after award of the contract and City issued written Notice to Proceed. Consultant shall establish a working relationship between the City and Consultant to define procedures, expectations, roles, responsibilities, project scope, schedule, design parameters, and deliverables. Consultant shall document this meeting in writing, including project team decisions and assignments.

Task 3.2 Gather and Review Existing Information:

Consultant shall gather and review existing background information within the project corridor that is pertinent to the development of the design alternatives. Typical data collection at a minimum shall include:

- As-built plans for the existing roadway.
- Design standards, details, and specifications.
- Available mapping and aerial photographs.
- Monumentation.
- Available traffic data.
- Utility maps and contacts.
- Right-of-way record maps.
- Geographic information system (GIS) maps.
- Traffic Index (TI) data.

Consultant shall identify, locate, request, and utilize all pertinent documents collected from the City and/or other agencies to resolve design parameters and project issues. Consultant shall provide the City with a list of requested documents, and Consultant shall use the document list to collect all available data upfront to facilitate the preliminary design.

Task 3.3 Field Investigation & Data Collection:

Consultant shall document the unique features of each site that affect design and construction. Consultant shall field measure all necessary streets for base mapping, existing striping, limits of base repair, and encroaching tree roots. Consultant shall also conduct a field survey of all existing curb ramps within the project area for compliance and the locations of proposed curb ramps that must be installed per federal requirements. Consultant shall also review and evaluate all sidewalks and curb and gutter for any localized repairs.

Task 3.4 Pavement Evaluation Services:

Consultant, or Consultant's subconsultant, PEI, shall perform cores to determine asphalt layer thickness at a minimum of 1,000-foot intervals or as needed for project design to measure the existing structural section of asphalt and aggregate base at each core location. Native soil samples shall be collected and analyzed to determine the R-value of the subgrade. Consultant, or Consultant's subconsultant, PEI, shall also perform deflection tests at 100-foot-maximum intervals in each travel lane. Deflection analysis shall be performed in general accordance with CTM 356. Site investigation work shall exclude the pre-marking of coring locations and coordination with Underground Service Alert. Traffic control plan shall be provided to the City for review and approval by the Traffic Engineer,

Consultant, or Consultant's subconsultant, PEI, shall summarize the above tests and analyses into an Pavement Evaluation Engineering Report that shall contain rehabilitation and reconstruction options and recommendations for the street segments tested. The report shall discuss all possible rehabilitation options, including pulverization and resurfacing, milling and filling, conventional HMA overlay and RHMA overlays, as well as recycling options such as FDR and CIR. The engineering report shall include deflection summary sheets, photos, and a visual description of each street segment.

Task 3.5 Coordination with Utility Agencies

Consultant shall contact each utility, gather information regarding its facilities, and identify potential conflicts. Utility information gathered shall include locations of the storm and sanitary sewer manholes, curb inlets, utility vaults, and catch basins. If utility conflicts are identified, Consultant shall provide design information to the utility company to assist them in developing relocation plans. Consultant shall provide a summary of the potential utility conflicts and the proposed resolution in a tabular format. Consultant shall incorporate all utility facilities into the project plans based upon the information provided by the utility owners.

Task 3.6 Basis of Design Report (BDR)

Consultant shall prepare a Basis of Design Report, BDR, which make pavement rehabilitation and ADA compliance recommendations for the project areas. The BDR will outline the proposed rehabilitation options for Tracy Boulevard and Grant Line Road using the Pavement Evaluation Engineering Report described in **Task 3.4** above. Consultant shall review the report and perform a cost analysis for the proposed pavement rehabilitation alternative treatments.

Consultant shall perform field investigations to document all locations of existing curb ramps and evaluate their condition for ADA compliance. The results of this investigation shall be included in the BDR with a list of all recommended locations for new ADA compliant curb ramps as well as deficient curb ramps targeted for replacement or modification to bring them into compliance. This list will be prepared in a spreadsheet format that shall identify each curb ramp in one of three categories: compliant, non-compliant, and marginally non-compliant and the Consultants recommendations to bring them into compliance.

Consultant BDR shall also include base map sheets for preliminary design, which shall be the basis of the 60% design plans. Consultant shall work with City to develop additional conceptual design options for Tracy Boulevard striping to enhance the existing Class 3 bike lane that is identified in the City's bicycle master plan.

Task 3.7 BDR Review Meeting:

Once the BDR has been submitted, Consultant shall coordinate a BDR review meeting with City staff to review the design alternatives. Consultant shall document the review meeting in writing, and summarize resulting decisions and assignments for final review by City.

Task 3 Deliverables:

- Kickoff meeting notes (1 PDF)
- List of requested documents
- Base mapping (1 PDF and 1 AutoCAD)
- Pavement Analysis Report (1 PDF and 1 hard copy)
- Correspondence with utility agencies (1 PDF)
- Draft and Final BDR (1 PDF)
- BDR review meeting notes (1 PDF)

TASK 4: CONSTRUCTION DOCUMENTS

Task 4.1 Prepare 60% Plans and Cost Estimate

Consultant shall incorporate comments and design recommendations from the BDR and BDR review meeting and prepare preliminary layout plans for review and comment by the City and others. Plans shall comply with all City's format requirements. The 60% submittal shall include the preliminary design for pavement rehabilitation, curb ramps, and other concrete improvements for City review and approval.

Consultant shall prepare 60% Opinion of Probable Construction Cost. The estimate shall include quantity takeoffs, unit prices, and a cost estimate for each element of the project. If necessary, Consultant shall include bid alternatives and additive/deductive bid items.

Task 4.2 Prepare 90% Plans, Specifications, and Cost Estimate

Consultant shall submit plan sets for review at the 90% stage. This submittal shall incorporate all comments received at the previous stage. The plans shall include right-of-way lines, the layout of pavement, curb ramp improvements, utilities, and other details needed to resolve design issues. Consultant shall prepare 90% draft Technical Specifications for review and comment by City staff. Specifications shall be based upon City or Caltrans standard documents. Consultant shall also prepare 90% Opinion of Probable Construction Cost updated with revised quantities and unit prices for each element of the projects.

Task 4.3 Caltrans Encroachment Permit Application:

Consultant shall submit plan sets and permit application to Caltrans for review and approval. The submittal shall follow the approved 60% design and incorporate all comments received at the 60% review stage.

Task 4.3 Prepare 100% Plans, Specifications, and Cost Estimate:

Consultant shall submit plan sets for review at the 100% stage. The submittal shall incorporate all comments received at the previous stages.

- **Prepare 100% Specifications:** Consultant shall finalize technical specifications and bid schedule and incorporate comments received at the previous reviews and submit the design package to the City for incorporation into the final bid documents. The City shall prepare front-end specifications and finalize the final bid documents package for public advertisement.
- **Prepare 100% Opinion of Probable Construction Cost:** Consultant shall provide spreadsheets that identify takeoff quantities, unit costs, and cost estimates for each element of the project for City staff reviews and comments. Consultant shall revise the 100% documents as needed and resubmit plans and contract documents for public bid by the City.

Task 4.4 Prepare Final Bid Documents

Consultant shall provide a final, detailed engineer's estimate of the probable construction cost. Plans shall be prepared on standard City title block sheets. AutoCAD and Word electronic files shall be turned over for City files. The final contract documents shall incorporate all City pre-final review comments.

Quality Assurance/Quality Control (QA/QC): All deliverables produced by Consultant and Consultant's subconsultants shall be checked by Consultant before submission to the City. Consultant shall be responsible for the quality and coordination of the design documents and shall review all work before it is sent out.

Task 4 Deliverables:

- 60% Plans and Cost Estimate (1 original, if requested, and 1 PDF)
- 90% Plans, Specifications, and Cost Estimate (1 original, if requested, and 1 PDF)
- 100% Plans, Specifications, and Cost Estimate (1 original, if requested, and 1 PDF)
- Final construction bid documents for Packages (1 original, if requested, and 1 PDF)
- Caltrans Permit Application for Construction

TASK 5: BID PERIOD SERVICES

Consultant shall be prepared to answer bidders' questions and provide clarifications to the bid documents during the construction process. Specifically, Consultant shall assist the City as follows:

- We will attend the pre-bid meeting.
- We will provide a log of all questions received and responses to the City for distribution.
- We will prepare any required technical or design-related addenda.

Task 5 Deliverables:

- Log of questions and responses (1 original)
- Addenda (1 PDF)

- Conformed set of bid documents (1 original and 1 PDF)

TASK 6: DESIGN SUPPORT DURING CONSTRUCTION

Consultant shall answer the contractor's questions and provide clarifications to the bid documents during the construction process. Specifically, Consultant shall assist the City as follows:

- Attend the pre-construction meetings.
- Answer the contractor's Request for Information (RFI).
- Provide clarifications and respond to the contractor's questions during the construction phase, as needed. During construction, Consultant shall review and respond to the contractor's RFIs within five calendar days.
- Assist the City with the review of construction contractor submittals during the construction phase of the project. A log of the submittals received, and responses provided will be maintained and made available for City staff.
- Upon City request; Consultant shall provide periodic reviews of the progress of the work to verify that it is in conformance with the design intent shown in the Plans and Specifications.
- Upon City request Consultant shall assist the City inspector with specific design issues during construction.
- Upon City request Consultant shall visit the construction site to resolve any unforeseen circumstances.
- Upon City request Consultant shall review change order proposals from the contractor and assist in the preparation of change orders if necessary.

Prepare Record Drawings: Consultant shall prepare record drawings, incorporating all changes made during construction as marked by the resident engineer and contractor. All project files, including record drawing plans, CAD files, and other technical information shall be submitted to the City upon completion of the work.

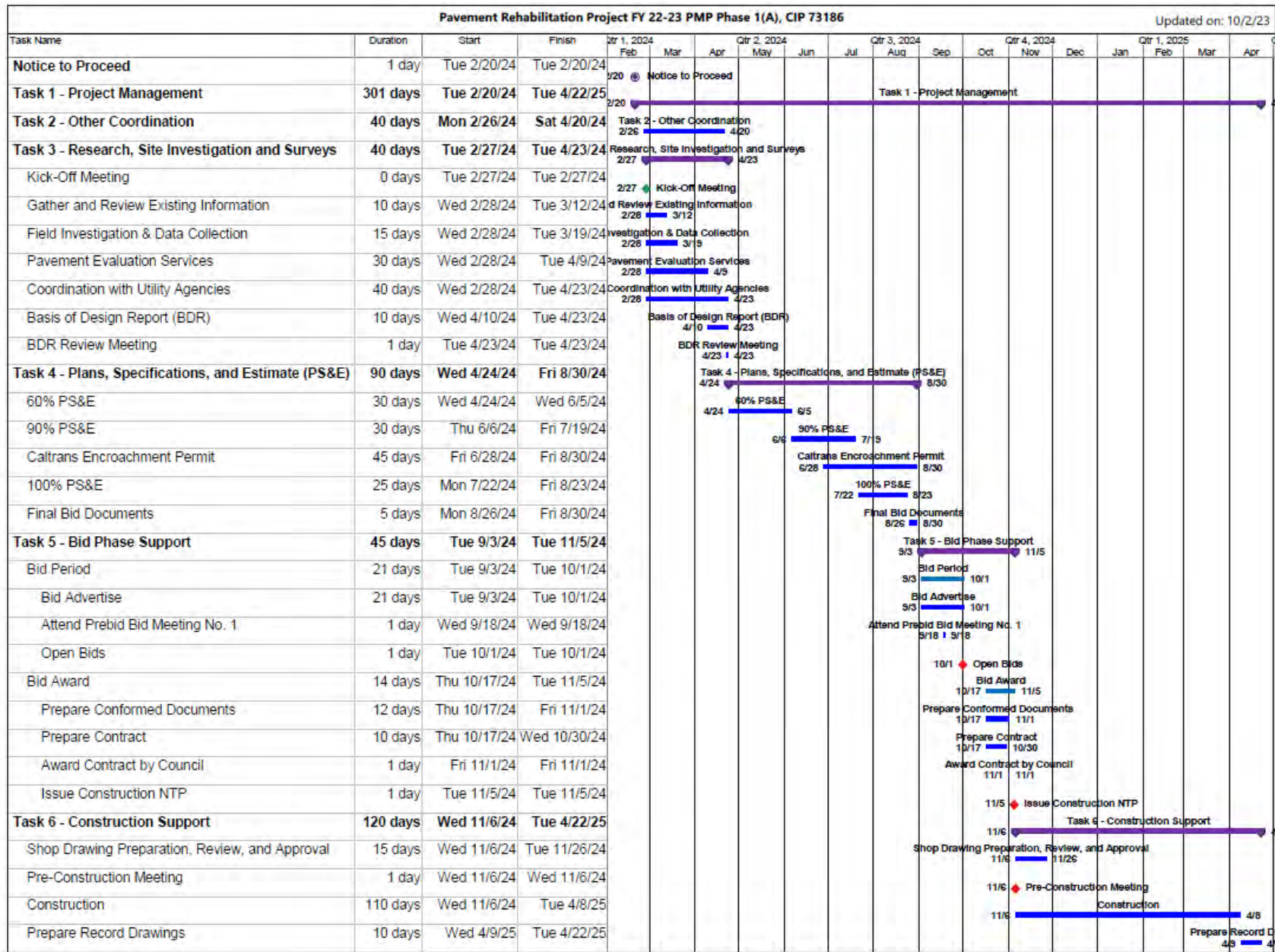
Task 6 Deliverables:

- RFI responses (1 PDF)
- Submittal review (1 PDF)
- Change Order (1 original and 1 PDF)
- Record drawings (1 original and 1 PDF)
- CAD files and other technical information

EXHIBIT B

ESTIMATED LEVEL OF EFFORT									HARRIS & ASSOCIATES				SUBCONSULTANTS			TOTAL		
CITY OF TRACY												TOTAL HOURS	Subtronic Utility Loc.	PEI Pvmt Engr	LCC Topo Survey			
PAVEMENT REHABILITATION PROJECT FY22-23 PMP PHASE 1(A)									PROJECT DIR	QA/QC	PROJECT MGR	DEPUTY PROJ MGR	PROJECT ENGR	DESIGN ENGR				
CIP 73186																		
PHASE, TASK		HARRIS & ASSOCIATES							SUBCONSULTANTS							TOTAL		
1.0 PROJECT MANAGEMENT									All Subconsultant fees shown include 10% markup									
1.1	Project Management Tasks	2		20	40	12	4	78							\$16,180			
1.2	Project Management Meetings (12 mtgs)	2		12	12	8		34							\$7,220			
1.3	Progress Reports (12 reports)			2	16			18							\$3,800			
1.4	Prepare/Update Project Schedules			2	10	4		16							\$3,280			
TASK SUBTOTAL		4		36	78	24	4	146							\$30,480			
2.0 OTHER COORDINATION																		
2.1	Coordination/Communication with Stakeholders			2	8	16	4	30							\$5,660			
TASK SUBTOTAL				2	8	16	4	30							\$5,660			
3.0 RESEARCH AND DESIGN																		
3.1	Kick-Off Meeting	2	2	2	2	2	2	12							\$2,640			
3.2	Gather and Review Existing Information				8	20	24	52							\$8,860			
3.3	Field Investigation & Data Collection			8	20	24	24	76							\$13,880			
3.4a	Pavement Evaluation Services				4	8	8	20				\$39,468			\$42,948			
3.4b	Pavement Evaluation Services During Construction	(Optional Service see below)																
3.5	Topographic Mapping (On-as-needed basis)	(See Options below)																
3.6	Utility Locating and Potholing (On-as-needed basis)	(Optional Service see below)																
3.7	Coordination with Utility Agencies				8	30	8	46							\$8,390			
3.8	Basis of Design Report (BDR)		2	8	12	24		46							\$9,260			
3.9	BDR Review Meeting			2	2	2		6							\$1,230			
TASK SUBTOTAL		2	4	20	56	110	66	258				\$39,468			\$87,208			
4.0 CONSTRUCTION DOCUMENTS																		
4.1	Prepare 60% Plans and Cost Estimate	1	10	10	32	80	100	233							\$41,210			
4.2	Prepare 90% Plans, Specifications, and Cost Estimate	1	10	16	28	60	80	195							\$35,090			
4.3	Prepare Caltrans Encroachment Permit Application			2	4	16		22							\$4,240			
4.4	Prepare 100% Plans, Specifications, and Cost Estimate	1	8	10	16	40	60	135							\$24,110			
4.5	Prepare Final Bid Documents	1		4	8	12	20	45							\$7,970			
TASK SUBTOTAL		4	28	42	88	208	260	630							\$112,620			
5.0 BID PERIOD SERVICES																		
5.1	Prepare Addenda (assume 1)	1		2	8	12	8	31							\$5,790			
5.2	Respond to Contractor Technical Questions			2	6	8	4	20							\$3,760			
5.3	Attend Pre-Bid Meeting			2	2	2		6							\$1,230			
5.4	Conform Bid Documents		2	1	4	8	16	31							\$5,400			
TASK SUBTOTAL		1	2	7	20	30	28	88							\$16,180			
6.0 DESIGN SUPPORT DURING CONSTRUCTION																		
6.1	Attend Pre-Construction Meeting			2	2	2		6							\$1,230			
6.2	Review and Respond to Contractor RFI's (assume 10 RFI's)			2	10	12	4	28							\$5,340			
6.3	Review and Respond to Contractor Submittals (assume 20 submittals)			2	10	30		42							\$8,090			
6.4	Provide progress reviews during construction			2	8	8		18							\$3,600			
6.5	Review Change Orders	2		2	8	8	8	28							\$5,340			
6.6	Prepare Record Drawings		2	2	2	12	24	42							\$7,100			
TASK SUBTOTAL		2	2	12	40	72	36	164							\$30,700			
TOTAL HARRIS HOURS		13	36	119	290	460	398	1316										
HOURLY RATE (2023-2024)		\$290	\$270	\$220	\$210	\$185	\$145											
FEE ESTIMATE PER POSITION		\$3,770	\$9,720	\$26,180	\$60,900	\$85,100	\$57,710					\$39,468						
TOTAL FEE															\$282,848			

EXHIBIT B



Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting the public improvements for Orchard Park within Ellis Town and Country, Tract 4007, constructed by LS-Tracy, LLC, and accepting future maintenance and repair, (2) authorizing the City Clerk to file the Notice of Completion for Orchard Park with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the Orchard Park improvement security in accordance with the terms of the Subdivision Improvement Agreement, as amended.

EXECUTIVE SUMMARY

LS-Tracy, LLC, a Delaware Limited Liability Company (Subdivider), has completed improvements for Orchard Park, a 1.29-acre neighborhood park within Town and Country, Tract 4007, a subdivision consisting of 308 single-family residential lots, in accordance with the applicable Subdivision Improvement Agreement (SIA). Staff recommends that City Council adopt a resolution accepting the improvements related to Orchard Park as complete, authorizing the City Clerk to file a Notice of Completion, and authorizing the City Engineer to release the Subdivider's improvement security in accordance with the terms of the amended Subdivision Improvement Agreement, with respect to Orchard Park.

BACKGROUND AND LEGISLATIVE HISTORY

On June 1, 2021, by Resolution No. 2021-068, City Council approved a Final Map and Subdivision Improvement Agreement for Ellis Phase 3, Town and Country, Tract 4007. The Final Map, recorded June 4, 2021 as 43-MP-169, included dedication of Parcel F (the Orchard Park site, containing 1.29 acres) subject to satisfactory completion of improvements.

On January 17, 2023, by Resolution No. 2023-015, the City Council approved that certain City of Tracy - Subdivision Improvement Agreement - Western and Orchard Parks - Ellis Town & Country Tract 4007 (SIA) with LS - Tracy, LLC (Subdivider) for construction of Western Park and Orchard Park, both being neighborhood parks within Ellis Phase 3 – Town and Country Tract 4007, a subdivision consisting of 308 single family residential lots. The neighborhood parks are generally located west of Corral Hollow Road along Ellis Town Drive. The SIA was recorded in San Joaquin County Records on February 3, 2023 as Document No. 2023-008934.

The SIA for Western and Orchard Parks should have been approved by City Council concurrently with the approval of the Final Map, which created the Park sites. The creation of these Park sites was an oversight by the City, and Staff is aware of this issue. Updates to the processes have been modified to ensure compliance for future items.

On August 15, 2023, by Resolution No. 2023-163, City Council approved the First Amendment to the SIA (First Amendment), allowing City acceptance of Western Park and establishing separate security assuring completion of Orchard Park and warranty of improvements in Western Park. The Amendment to the SIA was necessary due to the early start and completion of Western Park by the Subdivider, prior to the City Council's approval of the SIA on January 17, 2023. However, construction of Orchard Park did not commence until after January 17, 2023.

New security required by the First Amendment was submitted by Subdivider in the following amounts:

Bond Type	Amount
Warranty - Western Park	\$ 273,028
Faithful Performance - Orchard Park	\$ 936,321
Labor and Material - Orchard Park	\$ 936,321
Warranty - Orchard Park	\$ 93,632

On August 15, 2023, by Resolution No. 2023-164, City Council accepted Western Park as complete. All bonds issued to the City required by the SIA were subsequently released to Subdivider.

ANALYSIS

The City Engineer has inspected the completed work and confirmed that the improvements conform to the SIA and City specifications and plans, as related to Orchard Park. Subject to the City Council's approval, a Notice of Completion for Orchard Park would be filed by the City Clerk, to be recorded with the San Joaquin County Recorder's Office. Filing the Notice of Completion by City Clerk will finalize acceptance of the improved Orchard Park land pursuant to Tracy Municipal Code 12.36.110. The Project carries a one-year Warranty Bond for all public improvements.

Faithful Performance Bonds may be released upon acceptance of improvements by the City. Labor and Material Bonds may be released thirty (30) days after recordation of the Notice of Completion, as the statute of limitations period expires in accordance with Civil Code § 9356. Warranty Bond may be released one (1) year after the City accepts the improvements and any warranty work is completed.

A total of 1.29 acres has been offered for dedication for Orchard Park, Parcel F on the Final Map of Town and Country, Tract 4007, recorded in Book 43 Maps and Plats Page 169, and accepted by the City Clerk subject to satisfactory completion of improvements. City Council acceptance and filing of the Notice of Completion will memorialize satisfactory completion of improvements.

FISCAL IMPACT

All improvements were completed by the Subdivider in accordance with the SIA and there was no fiscal impact to the City for the construction cost. Once accepted, Orchard Park will be maintained by the City, with funds collected through the Ellis Communities Facilities District assessment that is paid by all residents within the Ellis Specific Plan area.

Cost of improvements for Orchard Park is estimated at \$936,321.

The estimated credit included in the SIA for Western Park and Orchard Park was \$2,721,140. This credit amount was based on an estimated park acreage originally prepared by the Subdivider. However, the City's consultant, Harris & Associates, calculated the correct credit amount to be \$2,327,747, based on the actual park acreage built by the Subdivider. Of this total, Western Park receives a credit amount of \$1,604,183 and Orchard Park receives a credit

amount of \$723,565. Per Section 13.08.020 of the Tracy Municipal Code, applicants are not eligible to receive credits for contingency or program administration costs.

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

The Engineering Division coordinated with the Operations & Utilities Department, and the Parks & Recreation Department.

CEQA DETERMINATION

The recommended actions were adequately analyzed by the Environmental Impact Report for the Modified Ellis Project, State Clearinghouse Number 2012022023, certified by City Council Resolution No. 2013-011. No further environmental review is required.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Economic Development Strategy to ensure physical infrastructure necessary for development.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council by resolution (1) accept the public improvements for Orchard Park within Ellis Town and Country, Tract 4007, constructed by LS-Tracy, LLC, and accepting future maintenance and repair (2) authorize the City Clerk to file the Notice of Completion for Orchard Park with the San Joaquin County Recorder's Office, and (3) authorize the City Engineer to release the Orchard Park improvement security in accordance with the terms of the Subdivision Improvement Agreement, as Amended.

Prepared by: Leisser Mazariegos, Associate Engineer

Reviewed by: Koosun Kim, PE, City Engineer
Richard Joaquin, Parks Planning & Development Manager
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

(1) ACCEPTING THE PUBLIC IMPROVEMENTS FOR ORCHARD PARK WITHIN ELLIS TOWN AND COUNTRY, TRACT 4007, CONSTRUCTED BY LS-TRACY, LLC AND ACCEPTING FUTURE MAINTENANCE AND REPAIR; (2) AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION FOR ORCHARD PARK WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE; AND (3) AUTHORIZING THE CITY ENGINEER TO RELEASE THE ORCHARD PARK IMPROVEMENT SECURITY IN ACCORDANCE WITH THE TERMS OF THE SUBDIVISION IMPROVEMENT AGREEMENT, AS AMENDED

WHEREAS, on June 1, 2021, by Resolution No. 2021-068, City Council approved a Subdivision Map and Subdivision Improvement Agreement (SIA) for Ellis Phase 3, Tract 4007; and

WHEREAS, the Subdivision Map, recorded as 43-MP-169, included dedication of Parcel F (the Orchard Park site, containing 1.29 acres) subject to satisfactory completion of improvements; and

WHEREAS, on January 17, 2023, by Resolution No. 2023-015, City Council approved that a Subdivision Improvement Agreement for Western and Orchard Park - Ellis Town & Country, Tract 4007, with LS-Tracy, LLC, a Delaware limited liability company (Subdivider), for the construction of Western Park and Orchard Park in the Ellis Specific Plan area; and

WHEREAS, on August 15, 2023, by Resolution No. 2023-163, City Council approved the First Amendment to the Subdivision Improvement Agreement for Western Park and Orchard Park to, among other things, facilitate acceptance of Western Park prior to the acceptance of Orchard Park; and

WHEREAS, on August 15, 2023, by Resolution No. 2023-164, City Council accepted improvements for Western Park; and

WHEREAS, Subdivider has asked the City to accept the completed improvements as related to Orchard Park and release to the Subdivider the improvement security furnished by the Subdivider for the Orchard Park improvements; and

WHEREAS, the City Engineer has inspected the completed improvements for Orchard Park and has determined that Subdivider has constructed the Orchard Park improvements in conformity with approved plans and specifications and has submitted record drawings of the improvements; and

WHEREAS, as such, pursuant to TMC section 12.36.110, the City seeks to accept the Orchard Park improvements as complete; and

WHEREAS, with the Orchard Park improvements complete, the City also seeks to file a Notice of Completion pursuant to Civil Code sections 8184 *et seq.* for the Orchard Park improvements with the San Joaquin County Recorder's Office and authorize the City Engineer to release the bonds relating to the Orchard Park improvements in accordance with the terms of the First Amendment to the Subdivision Improvement Agreement and the California Civil Code; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy, by resolution, hereby accepts the improvements for Orchard Park within Ellis Town and Country, Tract 4007, constructed by LS-Tracy, LLC, and accepting future maintenance and repair of the Orchard Park Site; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to file a Notice of Completion for Orchard Park and record said Notice with the San Joaquin County Recorder's Office; and be it

FURTHER RESOLVED: That the City Council authorizes the City Engineer to release the Orchard Park improvement security in accordance with the terms of the Subdivision Improvement Agreement, as amended, and the California Civil Code; and be it

FURTHER RESOLVED: That the City Council hereby determines that the actions taken herein were adequately analyzed by that certain Environmental Impact Report for the Modified Ellis Project, State Clearinghouse Number 2012022023, certified by City Council Resolution No. 2013-011, and no further environmental review is required.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 19th day of March 2024 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

Agenda Item 1.H

RECOMMENDATION

The Planning Commission recommends that the City Council receive the 2023 Annual Progress Report for the General Plan and Housing Element as required by the State Office of Planning and Research and Housing and Community Development Department regarding the implementation progress of the Tracy General Plan and the Housing Element.

EXECUTIVE SUMMARY

State law (Government Code Section 65700 and 65400) requires jurisdictions to submit an Annual Progress Report (APR) regarding the implementation progress of their General Plans and the Housing Elements respectively to the Office of Planning and Research (OPR) and California Department of Housing and Community Development (HCD) by April 1 of the following year. Legislation adopted in 2017 has expanded the scope of the APR and makes cities who fail to submit an APR for two consecutive years subject to streamlined approvals for certain affordable infill housing projects qualifying under the new legislation. State law further requires that the APRs be provided to the local legislative body at a public meeting during which the public is given the opportunity to provide written and oral comments before or after submission to the State but no later than April 1 of each year reporting on the prior calendar year's activities.

This item asks Council to receive the APR for reporting year 2023 prior to submission of the report to OPR and HCD by April 1, 2024.

BACKGROUND AND LEGISLATIVE HISTORY

State law (California Government Code 65300) requires jurisdictions to adopt a comprehensive, long-term General Plan for its physical development and that of land outside its boundaries that bears a relationship to the jurisdiction's planning activities. Government Code Section 65302 mandates that certain topics or "elements" be included in the General Plan including land use, circulation, conservation, open space, noise, safety, and housing. In addition to housing being a required element in the General Plan, the housing element is required to be updated every five to eight years.

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

Government Code Section 65400 requires that planning agencies provide an annual report to their legislative body, OPR, and HCD on the status of the City's General Plan and its implementation progress on or before April 1 each year that contains the following information for the previous calendar year (January 1 – December 31):

- The status of the City's General Plan and the progress of its implementation, and
- The degree to which the General Plan complies with the OPR's guidelines and the date the General Plan was last revised, and
- Information on housing development activity, including the local agency's progress in

meeting its share of regional housing needs and its progress on implementation of the Housing Element Programs, and any spent HCD funds (Local Early Action Planning Grant).

ANALYSIS

The Planning Division of the Development Services Department compiled information provided by various City departments to prepare the City of Tracy Annual Progress Report for Reporting Year 2023, which is comprised of two parts. The first part is the progress report on the implementation of the General Plan; this was prepared in accordance with the guidelines for the General Plan's Annual Progress Report issued by the OPR (Attachment A). The second part is the Annual Housing Element Progress Report which summarizes the amount and type of residential building permits that were issued in 2023 (Attachment B) which must be completed in the form provided by HCD in accordance with HCD's reporting instructions (Attachment C).

Progress Report on Implementation of the General Plan

The City's General Plan APR is the first part of the Annual Progress Report following the introduction. It is presented in a table format organized by General Plan Element, the objectives and corresponding action items within each Element, and a description of the implementation status for each action item for the reporting year of 2023. A number of these action items have been completed or are currently in process, whereas a majority are continuously ongoing. Some of the larger projects that made progress in 2023 and will continue in 2024 include the Downtown Plan, Roadway Master Plan, Transportation Master Plan and Water Master Plan. Additionally, the ten-year Economic Development Strategic Plan was adopted, the 2023-2024 fiscal year Capital Improvement Plan was adopted, and the Emergency Operations Plan was updated in 2023. Additional details can be located in Attachment A.

Progress Report on Implementation of the Housing Element

The second part of the City's APR summarizes housing development activity that occurred during the reporting year and includes City's progress in meeting its regional housing needs allocation (RHNA) as identified in the City's Housing Element. The residential building permits issued in 2023 and the remaining amount of housing needs allocated to the City of Tracy by HDC are broken into various income categorizes as follows:

	Above-Moderate	Moderate	Low-Income	Very-low Income	Total
Residential Building Permits issued 2023	245	10	2	0	257
Remaining RHNA units	0	500	703	980	2,183

In addition to the residential building permits issued, this report also contains data on housing activity applied for, approved, issued, and constructed in the reporting year, in accordance with the reporting instructions prepared by HCD (Attachment C). The form of this report was prescribed by HCD and the form is updated by HCD each year in accordance with any new legislature passed. In 2023, HCD updated the Annual Element Progress Report form and instructions with the following additional information now required to be reported:

- Requirement to report whether housing developments reported on the APR were subject to either a ministerial or discretionary approval process.
- Requirement to report any housing development that utilized streamlining provisions.

While no projects utilized streamlining provisions in 2023, information regarding how the permits were approved (ministerial or discretionary) has been included in this year's report.

Status of Citywide General Plan Update and Housing Element Update

Unrelated to this APR, the City is initiating work on an update to the City's General Plan and is preparing an update to the General Plan Housing Element. Cities' Housing Elements are required to be revised and updated once every eight years. It is the only element of the General Plan required by State law to be updated on a regular basis. Except for the Housing Element, General Plans undergo periodic amendments over time and are typically updated, in whole, much less frequently than the Housing Element.

The City's Draft Housing Element was sent to the State Housing and Community Development Department (HCD) for its 90-day review in November 2023. State HCD responded with a comment letter in February 2024. The City is now preparing responses and minor amendments to the Draft Housing Element for review by HCD. Once HCD is sufficiently satisfied that the Draft Housing Element substantially complies with State law, public hearings will be scheduled for the Planning Commission and then the City Council for review and consideration. The February 2024 HCD comment letter and a description of the Housing Element Update status are contained on the City's Housing Element Update website: tracyheu2023.weebly.com.

Regarding the Citywide General Plan update, the City started with the Housing Element and is continuing with Zoning Map and General Plan Map amendments to implement the policies anticipated for adoption in the Housing Element, particularly rezoning approximately 200 acres to accommodate higher residential densities as required by new State law. Along with the rezonings project, four General Plan elements will be revised or adopted (Circulation Element, Safety Element, Land Use Element, and an Environmental Justice Element) that will be necessary as part of the amendments for the Housing Element. Furthermore, the City is separately pursuing an amendment to the Sphere of Influence (part of the General Plan) on the west side of the City. As these items are concluding, the City will initiate the remainder of the comprehensive General Plan Update.

FISCAL IMPACT

Staff resources used to prepare these reports are covered by the City's General Fund.

PUBLIC OUTREACH / INTEREST

This report is provided at the March 19, 2024 public meeting in accordance with State requirements.

COORDINATION

The Planning Division managed the preparation of the APR and coordinated with the Building Division, the Engineering Division, the Economic Development Division, the Police Department and Code Enforcement Division, the Parks & Recreation Department, the Cultural Arts Division, the Operations and Utilities Department, and the South San Joaquin County Fire Authority to complete various portions of the APR.

PLANNING COMMISSION

The 2023 Annual Progress Report was received by the Planning Commission on March 13, 2024, and recommended that the City Council receive the 2023 Annual Progress Report for the General Plan and Housing Element prior to submission to the California Department of Housing and Community Development on or before April 1, 2024, as required by California Government Code Sections 65700 and 65400.

CEQA DETERMINATION

This preparation of the Annual Progress Report is not a project under the California Environmental Quality Act and therefore no further action is required.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

The Planning Commission recommends that the City Council receive the 2023 Annual Progress Report for the General Plan and Housing Element required by the State Office of Planning and Research and Housing and Community Development Department regarding the implementation progress of the Tracy General Plan and Housing Element.

Prepared by: Genevieve Federighi, Interim Senior Planner

Reviewed by: Scott Claar, Interim Assistant Director of Development Services

Sara Cowell, Finance Director

Bijal M. Patel, City Attorney

Karin Schnaider, Assistant City Manager / Interim Director of Development Services

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – 2023 Annual Progress Report General Plan Table

Attachment B – 2023 Annual Housing Element Progress Report Table

Attachment C – Housing Element APR Instructions for Calendar Years 2018-2023

City of Tracy Annual Progress Report



Reporting Year 2023

Introduction

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

Adopted at the same Council meeting as the 2011 General Plan and published in a separate document is the City's Sustainability Action Plan, a comprehensive strategy to achieve communitywide sustainability in the sectors of greenhouse gas emissions, energy, transportation and land use, solid waste, water, agriculture and open space, biological resources, air quality, public health, and economic development. The goals and measures in the Sustainability Action Plan further the environmental goals identified in the General Plan.

The Tracy General Plan has been amended overtime since its initial adoption. The latest revision to the General Plan was adopted on December 6, 2022 for a change to the Land Use Element regarding the land use designation of a property to accommodate a parking area for a previously-approved apartment complex (Ordinance 1334).

The City of Tracy Housing Element was published under separate cover and was adopted on March 15, 2016 for the period of January 1, 2015 through December 31, 2023 and was subsequently certified by the Department of Housing and Community Development.

In January 2022, the City began the process of updating the City's Housing Element for the 6th Housing Element cycle. The City also plans to begin a process to comprehensively update the Tracy General Plan and Sustainability Action Plan in the near future.

The purpose of this report is to give an update on the progress in implementing the City of Tracy General Plan for the reporting year of 2023. Tracy's 2023 Annual Element Progress Report detailing the City's implementation of the Housing Element is included in this report in the format required by California Department of Housing and Community Development (HCD). This report is presented to the Tracy City Council at a public meeting held on March 19, 2024.

General Plan Element	Objective	Action Item	2022 Status Notes
Land Use	LU-1.1 Establish a clearly defined urban form and city structure.	A1. Amend the zoning code and map for overall consistency with the General Plan.	Rezoning is an on-going effort site-by-site for conformity with the land use designation established by the General Plan.
		A.2 Initiate process to adjust Sphere of Influence proposed in this General Plan with the Local Agency Formation Commission (LAFCo) and with the community members in the affected areas.	On-going. Reviewed on a project-by-project basis.
		A.3 Conduct a formal review the General Plan every five years, or more frequently if necessary. In particular, the Land Use Designation Map should be reviewed to ensure that the amount and location of land designated in various categories meets community goals.	On-going. In January 2022, the City began the process of updating the City's Housing Element and contracted with Veronica Tam & Associates and Michael Baker & Associates to assist with preparing the update in accordance with HCD policies. In June 2022, the City Council allocated a budget for a comprehensive update of the General Plan (CIP# 71120).
		A.4 Take actions necessary to ensure that Specific Plans are in conformance with the General Plan.	Will be done as necessary.
	LU-1.4 Promote efficient residential development patterns and orderly expansion of residential areas to maximize the use of existing public services and infrastructure.	A1. Develop criteria or amended criteria for inclusion in the GMO Guidelines or other implementation tools, to guide the issuance of RGA's. Such criteria may include assigning new or modified priorities to development projects or areas based on location, mix of housing types, use of "green" building features and practices, and other factors.	On-going. On February 4, 2020, the City Council identified a 16-point action plan to address affordable/workforce housing, which will be funded by grants obtained by the City the (Local Early Action Planning grant (LEAP) and SB2 Planning grant). The City hired PlaceWorks, Inc. in 2021 to help guide the City through adoption of related Code and policy amendments.
	LU-5.1 Target new uses for the Downtown to reinforce its role as the heart of the City.	A1. Prepare a Downtown Urban Design and Specific Plan.	The City is preparing a Downtown Plan to support downtown revitalization and the Valley Link project. Progress during 2023, included updating the project website, conducting a community survey, and preparing a market study and development feasibility analysis.
		A2. Continue the Central Business District (CBD) Downtown in-lieu parking fee and the Downtown Incentive Area.	The CBD Zone Parking In-Lieu Fee Pilot Program is active through October 26, 2025 (Resolution 2019-160).
		A3. Develop short- and long-term parking strategies to address parking issues, including the evaluation of a parking garage to serve the Downtown.	The Tracy City Center Association (TCCA) conducted a survey to assess availability of parking during the summer months and school year in 2019. On July 16, 2019, TCCA presented short, medium, and long-term parking recommendations to the City Council. The Council directed staff to work with TCCA to explore these concepts further, and no changes to downtown parking policies occurred in 2023.
	LU-6.4 Ensure that development conforms to flood safety requirements.	A1. Conduct a review as necessary of areas that are subject to flooding, as identified in flood plain maps prepared by the Federal Emergency Management Agency (FEMA) (Figure 8-1 in the Safety Element) or the Department of Water Resources (DWR).	Will be done as necessary.
		A2. Amend the Land Use Element as necessary to reflect any new flood plain maps when provided by FEMA or DWR.	Will be done as necessary.
	LU-8.1 Participate proactively in land use decision making within Tracy's Planning Area in pursuit of the above-stated goal.	A1. Provide written comments to San Joaquin County on all proposed significant development projects in the Planning Area in accordance with the above-stated policies.	The City regularly communicates with San Joaquin County on proposed development projects.
		A2. Testify in opposition to development proposals that are not consistent with the policies stated herein at all San Joaquin County public hearings.	On-going. Done as necessary, none in 2023.
		A3. Pursue an intergovernmental agreement with San Joaquin County to the extent legally permissible to implement the above-stated goals.	The City regularly communicates with the County.
	LU-9.1 Undertake measures to reduce greenhouse gas emissions and improve the sustainability of actions by City government, residents, and businesses in Tracy.	A1. Implement the Sustainability Action Plan and monitor its effectiveness as funding allows, ideally every five years, by conducting a greenhouse gas emissions inventory. Adjust the Sustainability Action Plan as needed every five years and as funding allows based on these calculations to ensure that the City is on track to meet its greenhouse gas emissions reduction target.	The City's first greenhouse gas (GHG) emission inventory was done for baseline year 2006 and updated for year 2010. In 2019, the City began working on updating the GHG inventory using year 2018, but it has not yet been completed due to lack of data and resources.
	CC-1.3 Enhance the unique quality of the city through the use of art and entryway treatments.	A1. Implement the entry monument recommendations of the City's Civic Art Plan.	Completed prior to the reporting year.
	CC-1.5 Provide underground utilities throughout Tracy.	A1. Use of funding available through the Public Utilities Commission to underground utilities in parts of the City that have above-ground utilities shall be continued.	City Council approved an undergrounding district on Valpico Road between Corral Hollow and Cagney Road. Process to underground utilities in this area have been initiated. City is also conditioning new development to underground overhead utilities on an on-going basis.
	CC-3.1 Identify and preserve cultural and historic resources.	A1. Update, expand and maintain inventories of Tracy's historic resources, using criteria and methods that are consistent with State and federal guidelines.	On-going as feasible.
	CC-5.2 Size and design Neighborhoods to be walkable.	A1. Conduct a study to modify and narrow residential street standards from the current width requirements. The goal will be to reduce vehicle speeds, improve visual character and increase pedestrian safety in neighborhoods while also maintaining traffic flow.	Completed prior to the reporting year.
	CC-6.2 Design neighborhoods to foster interactions among residents and to be responsive to the human scale.	A1. Develop design guidelines or pattern book(s) that ensure that overall neighborhood and housing design promotes the urban design principles set forth in the Community Character Element and enhances Tracy's "hometown feel."	Completed prior to the reporting year. The document titled City of Tracy Design Goals and Standards, most recently updated by the City Council in 2019, is implemented with every private development project application.

General Plan Element	Objective	Action Item	2022 Status Notes
Community Character	CC-6.3 Preserve and enhance the character of existing residential neighborhoods.	A1. Continue proactive code enforcement and nuisance abatement programs to ensure that Tracy's neighborhoods remain attractive and free of public nuisances.	On-going. The City's Code Enforcement Division merged with the Police Department in 2019 to provide Code Enforcement with additional resources and authority. During mid-2021, the Parking Enforcement unit, which was originally under the Traffic Division, merged with the Code Enforcement Division. The Parking Enforcement unit consist of two (2) part-time Parking Interns who are responsible for addressing parking violations and abandoned/junk vehicles located in the public streets within City jurisdiction. The Parking Enforcement Division opened/investigated 1177 cases and closed 1143 cases during 1/1/23 through 12/31/23. The Code Enforcement Division opened/investigated 1253 cases and closed 1252 cases during 1/1/2023 through 12/31/2023. Of these total cases, 88 of these were associated with encampments (this does not include the posted and scheduled encampment clean-ups that were conducted 3 days per week in City jurisdiction). Lastly, Familiar Faces joined the Tracy Police Department in 2023 to offer and provide services to the unsheltered on a daily basis.
		A2. Work collaboratively with homeowners associations and other community groups to address nuisances, eliminate blight and ensure that community aesthetic standards are maintained.	Homelessness remains a primary focus of the City in 2023. A total of 65 reported encampments were investigated in which one Code Enforcement Officer spends 85% of her work schedule dedicated to addressing encampments. Furthermore, encampments are posted and scheduled for cleanup three times per week (every Monday, Wednesday and Thursday). Operation Helping Hands (OHH) which is an outreach program consisting of various City, County, Veterans, and other resources such as Familiar Faces would visit the unsheltered population twice a month to offer and provide services. No Orders to Vacate Notices were issued for dangerous and substandard buildings; no unsafe buildings were demolished; 92 Notice and Orders were issued; 154 Orders to Abate or Show Cause were issued for nuisances on private property; and 345 Administrative Citations were issued for non-compliant properties with fees ranging from \$100 to \$500 each, totaling \$170,700. The Code Enforcement Division held seven (7) Administrative Hearings before a Hearing Officer, and no appeals were received involving building code violations, which are heard by the Building Board of Appeals. Three (3) inspections associated with marijuana grow operations were conducted; and seven (7) inspections of substandard buildings related to structure fires were performed.
Community Character	CC-8.2 Preserve the historic character of the Downtown.	A1. Continue to implement streetscape improvements in the Downtown.	On-going as resources allow.
	CC-8.3 Revitalize the Downtown by strengthening its urban design character.	A1. Prepare a Downtown Urban Design and Specific Plan that incorporates the <i>Downtown Urban Design and Implementation Plan (August 2000)</i> . A2. Continue to implement the <i>Downtown Urban Design and Implementation Plan</i> , Grand Theater project, Civic Center project, Downtown Infrastructure and Streetscape project and the Multi-Modal Station project.	On-going. Staff is currently working on a draft of the Downtown Plan to be presented to the City Council once completed. Aside from the Downtown Plan (as explained above), all were completed prior to the reporting year.
Economic Development	ED-1.1 Attract emerging growth industries in order to increase employment opportunities for a wide range of skill levels and salaries to meet the current and future employment needs of residents.	A1. Create a marketing and communications program to promote Tracy to the region, the Bay Area, and the nation, based upon the recommendations in the City's Economic Development Strategy.	On-going. The Economic Development Division regularly attends trade shows, meets with businesses, puts out articles and advertisement in industry publications, and works with landowners, developers, and brokers to market Tracy. Additionally, the City has established a Quarterly Economic Development newsletter.
		A2. Evaluate the Strategic Plan, including "targets" on the periodic basis.	The City of Tracy adopted a ten-year Economic Development Strategic Plan in September of 2023 that aligns with this objective and action item for future implementation.
		A3. The City shall explore ways to provide incentives to attract higher-wage jobs to the City.	The City of Tracy adopted a ten-year Economic Development Strategic Plan in September of 2023 that aligns with this objective and action item for future implementation.
	ED-2.1 Assist and encourage existing businesses to expand within the City.	A1. Continue to provide business assistance services, including visitation to existing businesses.	On-going. The Economic Development Division frequently meets with existing businesses to provide business expansion, hiring, workforce training, market trends, and financing incentives to local businesses.
		A2. Publicize local businesses success stories in the City Newsletter.	The Economic Development Division has established a quarterly Economic Development newsletter sharing highlights of new businesses and business resources.
	ED-3.1 Continue to foster a supportive business environment by providing clear and consistent development standards, procedures, and information on available City services for businesses.	A1. Publish and distribute a document that effectively outlines permitting and licensing procedures and fees.	On-going. Economic Development is collaborating with local partner agencies, including the Tracy Chamber of Commerce and San Joaquin County Worknet to develop.
		A2. Maintain a centralized economic development and land information system.	The Economic Development Division entered into an SaaS Agreement with Bludot.io, an Economic Development Customer Relationship Management (CRM) software.
		A3. Monitor "cost of doing business" in Tracy relative to the Bay Area and the Central Valley to keep apprised of Tracy's competitive position.	On-going.
		A4. Investigate the use of incentives to assist in attracting key higher-end office and industrial users.	The City of Tracy adopted a ten-year Economic Development Strategic Plan in September of 2023 that aligns with this objective and action item for future implementation.
	ED-4.1 Ensure an adequate, balanced supply of all land uses for future economic development.	A1. Monitor current and future land supply needs for industrial, office and retail growth.	On-going. The City executed a contract with CoStar, a leading provider of commercial real estate information & analytics to monitor local property availability and lease activity. It also continues to utilize services from GIS and engages local commercial brokers on vacancies and/or opportunity sites.
	ED-6.1 Support and expand Tracy's Downtown for a wide range of uses.	A1. Expand the Downtown Revitalization Task Force.	The City of Tracy adopted a ten-year Economic Development Strategic Plan in September of 2023 that aligns with this objective and action item for future implementation.
		A2. Monitor and evaluate parking and pedestrian improvements.	On-going as feasible.
		A3. Develop benchmark statistics on the Downtown to identify opportunities for expansion. Examples of benchmark statistics include vacancy rates, rental rates, merchant mix and sales tax revenues.	The City of Tracy adopted a ten-year Economic Development Strategic Plan in September of 2023 that aligns with this objective for future implementation. Economic Development will support the Tracy City Center Association in adopting Main Street Program principles to support expansion of Downtown Tracy as a regional destination.
	ED-6.7 Develop higher-end office and office-flex uses, particularly along entryways to the City along I-205 and I-580.	A1. Work with developers to identify and implement various State incentives that may be available to qualified employers.	On-going.
	ED-7.1 Identify and improve workforce training to support business expansion and	A1. Survey businesses to identify additional workforce preparedness needs.	On-going. The City of Tracy adopted a ten-year Economic Development Strategic Plan in September of 2023 that aligns with this objective for future implementation.

General Plan Element	Objective	Action Item	2022 Status Notes
	attraction.	A2. Consult with institutions of higher learning, regional partnerships, and state agencies dedicated to workforce issues (e.g., California Employment Development Department).	On-going. The City of Tracy adopted a ten-year Economic Development Strategic Plan in September of 2023 that aligns with this objective for future implementation.
	ED-8.1 Create and implement an ongoing monitoring system to track economic vitality, identify changing conditions, and respond to rapidly new economic development opportunities.	A1. Create database of economic conditions and indicators such as job growth by sector (North American Industry Standard Classification), skill sets of employed residents (Labor Market Survey), employment by industry, lease rates, land costs, operating expenses and relevant legislation.	On-going. Economic Development Division staff continues to track various citywide and regional data sources and publish key performance indices in various marketing, newsletters, data through Economic Development databases including CoStar and ESRI, and other communications.
		A2. Publish annual reports of recent economic trend (e.g., "State of the City").	On-going. State of the City is tentatively scheduled for May 2024.
		A3. Conduct surveys on the economic climate and conditions in Tracy.	The City of Tracy adopted a ten-year Economic Development Strategic Plan in September of 2023, which included the assessment of the current climate, identifications of the strengths, weaknesses, opportunities, and threats in Tracy, and the development of a strategic framework and roadmap to enhance economic development and community resiliency.
		A4. Continue to expand network of research tools to assist with identifying industry trend to include site selectors, interviews with businesses in target industries, brokers, investors, developers, as well as industry associations.	On-going. The City of Tracy adopted a ten-year Economic Development Strategic Plan in September of 2023 that aligns with this objective for future implementation.
	ED-9.1 Maintain and enhance the financial viability of the City.	A1. Maintain impact fees for new development to cover costs of providing public facilities and services.	On-going. Every new development is responsible for funding their impact fees for their projects. Some developers are conditioned to build public facilities.
Circulation	CIR-1.1 Implement a hierarchical street system in which each street serves a specific, primary function and is sensitive to the context of the land uses served.	A1. Update the Roadway Master Plan upon adoption of the General Plan. The Roadway Master Plan should contain the following information: -Improvement needs and ultimate right-of-way for 50 years, based on development anticipated by the General Plan and foreseeable development based on proposed projects, current absorption rates for nonresidential properties and historical population growth rates. -Appropriate street classifications for arterial and collector roadways as well as innovative concepts such as boulevards and other roadway types not currently employed in the City of Tracy. These roadway designs should reflect context-based design principles. -Detailed connectivity standards for arterials, collectors, and local streets. These connectivity standards should further refine minimum and maximum spacing of facilities and traffic control devices identified in the Roadway Classification Standards in Section B of this Element.	The Roadway Master Plan is currently being updated.
		A2. Prepare Precise Plan Lines studies for major new roads and widenings, and consult with Caltrans for new interchanges identified in the Roadway Master Plan in order to define the rights-of-way needed to construct further facilities.	These were completed pursuant to the current Roadway Master Plan, and it's expected these will be updated based on the updated Master Plan when it is complete.
		A3. Consult with San Joaquin and the City of Lathrop to ensure the adequate rights-of-way are preserved in the City's Sphere of Influence.	On-going.
	CIR-1.3 Adopt and enforce LOS standards that provide a high level of mobility and accessibility for all modes for residents and workers.	A1. Evaluate the performance of the roadway system or portion of the roadway system on an as-needed basis based on existing traffic volumes, LOS and other traffic operational issues, and accident locations.	On-going.
		A2. Maintain an up-to-date record of intersections exempted from the City's LOS standards.	No intersections are exempted from City LOS.
	CIR-1.4 Protect residential areas from commercial truck traffic.	A1. Update the truck route designations periodically as needed.	On-going as needed.
		A2. Maintain a map of truck routes in the City.	Completed prior to reporting year.
	CIR-1.6 Maximize traffic safety for automobile, transit, bicycle users, and pedestrians.	A1. Monitor and record accident locations and prepare a regular summary of accident locations.	On-going. Reports are prepared for collision data by intersection on a quarterly basis.
		A2. Explore traffic calming techniques for existing areas of the city.	On-going as needed.
	CIR-2.1 Support regional planning and implementation efforts to improve interregional highways and interregional travel efficiency.	A1. Prepare a plan line study that identifies and preserves necessary right-of-way north of I-205 within the City of Tracy that allows the future construction of a route parallel to I-205.	This correlates with a previous regional effort that is no longer being pursued. The City anticipates that the future extension of Golden Valley Parkway in Lathrop to be a path connecting Arbor Ave, Larch Road and Pavilion Parkway and this will run approximately parallel to I-205 on the north side of the freeway. The City is not anticipating to preserve or identify any other alternative path.
	CIR-2.2 Discourage interregional travel from diverting from freeways onto Tracy streets.	A1. Conduct a study to quantify the level of traffic diverting from I-205 onto Tracy roadways.	Completed as part of the traffic model being done for the Roadway Master Plan update. The final document is anticipated to be presented to City Council in 2024.
	CIR-3.1 Achieve a comprehensive system of citywide bikeways and pedestrian facilities.	A1. Update the City of Tracy Bikeways Master Plan on an as-needed basis.	The Bikeways Master Plan update began in mid-2019. This update has been completed and is part of the Citywide Roadway and Transportation Master Plan Update that will be presented to City Council in 2024.
		A2. Update the City of Tracy Roadway Master Plan to include bicycle routes.	Included in the final Citywide Roadway and Transportation Master Plan Update which will be presented to City Council in 2024.
		A3. Maintain a map of existing bicycle facilities in the city.	Completed prior to reporting year.
		A4. Incorporate bicycle and pedestrian facilities into the roadway design standards of the Roadway Master Plan.	City standards have been amended to include bikeway design standards in 2020. The Citywide Roadway and Transportation Master Plan Update has incorporated bikeway guidelines for the City.
		A5. Seek local, State and federal funding for bicycle improvements identified in updates to the Bikeways Master Plan.	On-going as available.
		A6. Improve city-wide pedestrian access as funding becomes available.	On-going as feasible.
	CIR-4.1 Promote public transit as an alternative to the automobile.	A1. Maintain transit facility design guidelines that clearly specify expectations for all types of development.	On-going. When transit system improvements are needed in new development areas, they are communicated to project applicants and implemented as part of the project or as conditions of approval.
		A2. Maintain a map of existing transit facilities in this city.	On-going.
	CIR-4.2 Work to achieve connectivity between all modes of transportation.	A1. Create a Multi-Modal Transportation Master Plan that addresses the movement of people, goods and services within the City and from the City to the surrounding region. Modes of travel that should be included in this Master Plan include: automobile, transit, freight, air, bicycle, and pedestrian transportation. The plan shall consider short-term and long-term actions to preserve rights-of-way for future transportation options, such as light-rail.	These concepts, including the Valley Link rail plan, are incorporated into the Roadway Master Plan, which was drafted in 2021 and expected to be presented to City Council in 2024.
	OSC-4 Provision of parks, open space, and recreation facilities and services that maintain and	A1. Update the Parks Master Plan on a regular basis.	Completed prior to reporting year.
		A2. Expand partnerships with the school districts that operate within the Planning Area to enhance and create new joint use facilities.	On-going. The City regularly coordinates its parks and open space near schools for joint use opportunities.

General Plan Element	Objective	Action Item	2022 Status Notes
Open Space and Conservation	improve the quality of life for Tracy residents.	A3. Explore the development and funding of a regional park, possibly 60 to 100 acres in size, that includes both passive and active recreational amenities.	On-going. The Nature Park Master Plan and associated environmental review was adopted by the City Council in February 2021.
	OSC-4.2 Ensure that new development is responsible for providing parks and recreation facilities throughout the City of Tracy.	A1. Conduct the required studies to implement the increased parks standard.	On-going. The Parks Master Plan (PMP) is the governing document that establishes goals related to level of service in our park system. The City has completed an update to the PMP which includes modernizing the standards for level of service based on existing conditions in our community. This includes setting standards and goals for things such as walking distances to neighborhood and community parks.
	OSC-4.3 Establish a regional linear parkway system that meets recreational, open space and transportation needs.	A1. Work with San Joaquin County to explore creating a large recreational area between the City and Mountain House which can serve as a community separator as well as provide valuable needed recreational facilities to both communities.	The City worked with San Joaquin County to explore this opportunity during a previous reporting year, but the County did not have the available capital funds. The Nature Park project will, once built, satisfy the need for open space.
Open Space and Conservation	OSC-4.4 To the extent possible, prevent undeveloped lands within the Planning Area but outside of the Sphere of Influence from developing.	A1. Prepare a comprehensive plan for areas outside of the City that identifies important areas for non-urban uses, analyzes appropriate methods of preserving agricultural and non-urbanized land, develops funding mechanisms for the purchase of land or agricultural easements and identifies methods of administration. This study should include, but is not limited to, the following: -An analysis of the impact that open space programs would have on the cost of housing. -The feasibility and advisability of the Holly Sugar property forming the base for an open space program and/ or be part of such a program. -The identification of alternate funding tools for open space. -An evaluation of alternate methods of preserving open space, such as the purchase of property or development rights, buying the first rights of refusal in the event of a potential sale or developer dedication. -Development of specific policies guiding the purchase of undeveloped lands including only purchasing land from willing land owners, respecting the rights of property owners when seeking to purchase open spaces for the public good and paying fair market value based on third-party appraisals of land. -A survey to determine the public's interest in open space programs and preferred methods for paying for the purchase and maintenance of open space. Specific information on the public's desire to increase sales, property and parcel taxes or issue General Obligation bonds to pay for the acquisition and maintenance of open space lands should be included in the study. -An analysis of an open space dedication requirement for all new residential development projects.	This is being done as part of the Parks Master Plan update, which includes identifying the 1000-plus acres of open space near the Legacy Fields Sports Complex.
		A2. Partner with non-profit organizations, such as the Central Valley Farmland Trust, to identify and purchase land and easements within the Planning Area.	On-going. Project applicants are required to participate in the City's agricultural mitigation fee program by paying the established fees to the City on a per-acre basis for the loss of important farmland. Fees paid toward the City's program are collected and distributed to the Central Valley Farmland Trust, which are used to fund conservation easements on comparable or better agricultural lands to provide compensatory mitigation.
		A3. Pursue a cooperative effort with the City of Lathrop and San Joaquin County to implement an open space community separator program.	Not yet begun.
	OSC-5.2 Ensure that development is designed for maximum energy efficiency.	A1. Study programs that encourage "green" building, such as the LEED (Leadership in Energy & Environmental Design) program developed by the US Green Building Council, and consider code amendments that encourage "green" construction.	The California Building Standards Commission mandates that all jurisdictions within the state enforce the California Code of Regulations Title 24 part 6 and part 11 (specifically the California Energy Code and the California Green Building Standards Code). The City of Tracy locally adopts and enforces these codes.
		A2. Develop a program to educate the public about energy efficiency technologies and practices for homes and businesses, such as solar panels and low-energy appliances.	The City regularly educates property owners and developers through its typical development and plan check review processes for new construction and all remodel work.
		A3. Partner with public utilities to establish and promote a program for home weatherization and solar retrofit.	The City has partnered with various agencies in the past in relation to particular energy-saving/green programs.
		A4. Develop design guidelines for residential construction to address the placement of solar panels.	Title 24 does have some requirements that regulate the location of solar panels. Staff regularly works with design professionals on panel locations to ensure appropriate firefighter access and that the greatest efficiency can be gained by avoiding shadowing by structures/trees/objects as well as taking into consideration building orientation.
	OSC-5.3 Promote sustainability and energy efficiency and conservation through the City's direct actions.	A1. Develop emergency contingency energy plans, in cooperation with other local agencies and regional suppliers, to assure needed energy supplies and significant reduction in non-essential consumption during periods of abrupt energy shortage.	Completed prior to reporting year in coordination with PG&E.
		A2. Develop or otherwise make available information to developers and citizens on energy efficient and conserving building design and technologies, including enhanced wall and ceiling insulation, thermally efficient glazing, and efficient heating and cooling equipment and household appliances.	The City frequently has conversations with interested homeowners, contractors, building owners, business owners or designers at the front counter or during video meetings and during the plan check or inspection process. Primarily, however, the plans examiner is enforcing the state requirements as it relates to such energy saving during the plan review process with the project applicant or designer.
		A3. Review, and revise if necessary, the zoning ordinance and building codes, to allow for a variety of energy efficiency technologies so long as the revisions do not adversely impact human health or safety or conflict with other goals in this General Plan.	On-going. The building codes allow for a variety of energy efficient technology as long as such does not adversely affect the intent of the mandated codes.
		A4. The City shall consider requiring green building standards, such as obtaining LEED or similar certification, as a requirement for new or substantial renovations to public buildings.	The City explored this but ultimately did not implement requirements for specific certifications. Additionally, the new 2022 California Energy Code that went into effect January 1, 2023 requires that all new residential homes have photovoltaic panels to completely offset any electrical load in the use of the home. The 2022 California Energy Code will additionally require certain new non-residential buildings to have both photovoltaic systems and energy storage systems. These new requirements went into effect on January 1, 2023.
Public Facilities and Services	PF-1.2 Promote coordination between land use planning and fire protection.	A1. Maintain an on-going fire and life safety inspection program for all commercial and industrial buildings.	On-going and maintained by the South San Joaquin County Fire Authority (SSJCFA).
	PF-2.1 Plan for on-going management and development of law enforcement activities.	A1. Annually update the capital improvement plan to indicate the specific use of fee revenues for facilities to accommodate growth.	The FY 2023-2024 capital improvement plan was adopted by the City Council on June 6, 2023.
	PF-2.3 Maintain and improve law enforcement services to keep up with Tracy's changing population.	A1. Provide neighborhood security and crime prevention information and training to neighborhood groups and homeowners' associations.	On-going.
		A2. Establish Neighborhood Watch programs that promote mutual assistance and crime prevention techniques among residents.	On-going.
		A3. Monitor Tracy's crime rates and types of crime to determine the most appropriate methods to reduce crime in the city.	On-going.
		A4. Disseminate information on crime and crime prevention techniques to the community.	On-going.

General Plan Element	Objective	Action Item	2022 Status Notes
	PF-4.2 Provide sufficient library service to meet the informational, cultural and educational needs of the City of Tracy.	A1. Work cooperatively with San Joaquin County to continue to fund the City of Tracy Library.	On-going.
		A2. Study the feasibility of a Library Impact Fee.	Not yet begun.
		A3. Identify locations for additional library branches in Tracy.	A Needs Assessment has identified a library/tech space as a desired program element within the Multi-Generational Recreation Center. This project will be located in El Pescadero Park on the north side of Tracy. Staff continues to discuss other opportunities with the City of Stockton who runs our existing library.
Public Facilities and Services	PF-5.1 Reduce volumes of solid waste generated in Tracy through recycling and resource conservation.	A1. Continue the bi-weekly, city-wide collection program to compost leaf and yard waste.	On-going.
		A2. Continue "grass-cycling" at City parks, public facilities and open spaces.	On-going.
		A3. Continue residential single-stream curbside recycling.	On-going by Tracy Delta Disposal.
		A4. Continue the recycling program for electronics waste and tires.	On-going.
		A5. Develop and maintain a recycling and diversion plan.	On-going. The City has a plan for both residential and commercial recycling.
		A6. Continue to develop new specialized recycling programs for residential, commercial, office, educational, and retail sectors.	On-going. The City continues to adjust its programs and requirements based on State mandates and customer needs.
	PF-5.2 Ensure adequate solid waste collection and disposal.	A1. Continue weekly curbside trash collection service.	On-going by Tracy Delta Disposal.
		A2. Continue operation of the Tracy Material Recovery Facility and Transfer Station.	On-going.
		A3. Partner with San Joaquin County to ensure that there is adequate landfill space to meet projected growth.	On-going.
	PF-6.1 Ensure that reliable water supply can be provided within the City's service area, even during drought conditions, while protecting the natural environment.	A1. Update the Water Master Plan upon adoption of the General Plan and on a regular basis.	The Water Master Plan update was in process throughout 2023 and is anticipated to be presented to the City Council in March 2024.
		A2. Revise the water use projections in the Urban Water Management Plan based on development projections contained in the General Plan and the Growth Management Ordinance (GMO).	Completed prior to reporting year.
		A3. Implement an Aquifer Storage and Recovery Program to improve water quality for customers.	The Aquifer Storage and Recovery program is ongoing with efforts made to store water in wet years and recover water in dry years to serve its customers.
	PF-6.2 Provide adequate water infrastructure facilities to meet current and future populations.	A1. Review the current water system maintenance program and coordinate planned water main replacements with the Urban Water Management Plan.	On-going efforts to plan and implement the maintenance program with submitted and approved funding.
		A2. Update the existing System Control and Data Acquisition (SCADA) system to optimize operational efficiency and ensure coordination of existing and proposed water system facilities.	The Water Treatment Plant SCADA system was updated previously and efforts now are aimed at optimizing operation efficiencies.
	PF-6.5 Use recycled water to reduce non-potable water demands whenever practicable and feasible.	A1. Explore incentives for businesses and industries to use recycled water for irrigation.	In 2022, the Recycled Water Program received a \$20 million grant to provide additional purple pipe infrastructure connecting to the existing system. This construction will eventually be able to service business and industry, if the City receives approval from the State for this type of non-potable application. The design of the recycle water extension project is at 60 percent.
		A2. Develop a program to supply recycled water to all new parks and schools.	On-going. A phase of a major recycled water transmission main was completed in 2023. The next phase is proposed to be by two different developers. The final Water Master Plan update is expected to be presented to the City Council in March 2024.
		A3. Update the Water Master Plan to include a recycled water plan.	The 2012 Water Master Plan includes a Recycled Water component. This component should be in the Water Master Plan update was in process throughout 2023 and is anticipated to be presented to the City Council in March 2024.
		A4. Develop a plan to irrigate agricultural land with recycled water, both inside and outside of the City's service area, where feasible.	In progress throughout 2023. The final Water Master Plan update is expected to be presented to the City Council in March 2024.
	PF-7.1 Collect, transmit, treat and dispose of wastewater in ways that are safe, sanitary, and environmentally acceptable.	A1. Prepare a comprehensive update to the Wastewater Master Plan upon adoption of the General Plan and update on a regular basis. The Wastewater Master Plan shall identify the expected number of additional wastewater facilities, potential locations for those facilities and locations for the land application of treated effluent.	The Wastewater Master Plan update was in process throughout 2023 and the final Plan is expected to be presented to the City Council in March 2024.
	PF-8.1 Collect, convey, store, and dispose of stormwater in ways that provide an appropriate level of protection against flooding, account for future development, and address applicable environmental concerns.	A1. Prepare a comprehensive update to the Storm Drainage Master Plan upon adoption of the General Plan.	Completed.
		A2. Update the Storm Drainage Master Plan on a periodic basis and at least every five years.	Staff is in the process of updating the Stormwater Master Plan.
	PF-8.2 Provide effective storm drainage facilities for development projects.	A1. Revise the Tracy Municipal Code to limit the amount of impervious surfaces in private yards.	Completed prior to reporting year (Ordinance 1238).
Safety	SA-2.1 Minimize flood risks to development.	A1. Continue to participate in the National Flood Insurance Program.	On-going.
		A2. Continue to implement the City's existing Storm Drainage Master Plan which provides storm drainage conveyance capacity sufficient to contain 100-year flood flows in the rights-of-way of the major public streets and 10-year flood flows within the top of the street curbs.	On-going.
		A3. Continue to implement floodplain overlay zones provided by FEMA, control the types of structures and land uses permitted in areas deemed high risk and require these structures be built in a manner that minimizes flood losses.	On-going.
		A4. Maintain historical data on flooding.	On-going.
	SA-2.2 Maintain a high level of preparedness in the event of flooding.	A1. Update the General Plan within 24 months of the adoption of the Central Valley Flood Protection Plan (CVFPP) to appropriately reflect the CVFPP and to identify State and local flood management facilities and flood hazard zones.	On-going.
	SA-3.1 Evaluate the potential for wildland fire hazards when considering new development.	A1. Maintain a current map of areas subject to wildland fires.	The South San Joaquin County Fire Authority (SSJCFA) references a map produced by San Joaquin County GIS.
	SA-4.1 Minimize exposure to harmful hazardous materials and waste by Tracy residents.	A1. Continue to implement processing procedures and local siting criteria in order to implement relevant and applicable provisions consistent with the hazardous materials and waste management plans for San Joaquin County.	On-going.
		A2. Consult with San Joaquin County Office of Emergency Services to maintain an inventory of businesses or facilities involved in the transportation, use and storage of hazardous materials.	On-going through the SSJCFA Community Risk Reduction Division. This division is responsible for annual inspections of businesses to ensure that the use and storage of hazardous materials (HM) has not modified since its original approval. Fire personnel responding to emergencies will connect with the CUPA (SICO) to ensure they have knowledge of the HM risk at each particular site as it may relate/interfere/create caution/require different approaches to their emergency response.

General Plan Element	Objective	Action Item	2022 Status Notes
		A3. Hold at least one hazardous materials collection event per year.	On-going. The annual hazardous materials collection event was held on April 22, 2023.
		A4. Continue public education programs on the safe disposal of household hazardous waste at designated locations in San Joaquin County.	Ongoing. The City mails out brochures each year and publishes information on www.RecycleInsideTheTriangle.com with recycling information on various programs. City staff also provides information at various events throughout the year.
	SA-5.1 Ensure that land uses within the vicinity of the Tracy Municipal Airport are compatible with airport restrictions and operations.	A1. Develop an emergency plan to respond to aviation incidents in the City.	The City follows an established emergency plan that is established by the National Transportation Safety Board for all aircraft incidents.
Safety	SA-6.1 Prepare and update City emergency procedures in the event of natural or man-made disasters.	A1. Maintain, periodically update and test the effectiveness of an Emergency Preparedness Plan. As part of the update, the City shall review County and State emergency response plans and procedures to ensure coordination with the City's plan.	The City, in coordination with SSJCFA, engaged Tetra Tech to update the Emergency Operations Plan which was approved by City Council on March 7, 2023.
		A2. Identify and regularly update emergency access routes.	The City of Tracy has identified major arterials to serve as evacuation routes to Interstate 580 in the event of flooding or dam failure. The following north/south arterials will serve as evacuation routes: MacArthur Drive, Tracy Boulevard, Corral Hollow Road, Lammers Road, and Chrisman Road. The following east/west arterials will serve as evacuation routes: 11th Street, Schulte Road and Linne Road. In a non-flood emergency The City of Tracy has identified major arterials to Highways 5, 205 and 580. The following north/south arterials will serve as evacuation routes: MacArthur Drive, Tracy Boulevard, Corral Hollow Road, Lammers Road, and Chrisman Road. The following east/west arterials will serve as evacuation routes: 11th Street, Schulte Road and Linne Road.
		A3. Identify alternative water sources for firefighting purposes, as recommended by the City's Water Master Plan.	The City has a portfolio of water sources that it uses for its water system. These sources include groundwater, state water contract sources, water banking, and sources from neighboring water purveyors (e.g. SSJID). All of these potable water sources are supplied into the City's water network and hydrants receive water through that network.
		A4. Conduct periodic drills using emergency response systems to test the effectiveness of City procedures.	Operations Plan which was completed in late 2022 and will be reviewed by City Council for approval on March 7, 2023.
		A5. Provide community awareness and education programs for citizens that describe procedures and evacuation routes to be followed in the event of a disaster.	The City will educate the community on where to find specific emergency information and directions in the event of a disaster. During a disaster, the City will use mass notification systems available within the County such as Everbridge/Nixle, and available social media mediums to communicate disaster specific information including evacuation routes for citizens to follow.
Noise	N-1.2 Control sources of excessive noise.	A1. Enforce Section 27007 of the California Motor Vehicle Code that prohibits amplified sound that can be heard 50 or more feet from a vehicle.	On-going.
		A2. Enforce Section 27150 of the California Motor Vehicle Code that addresses excessive exhaust noise.	On-going.
		A3. Develop noise abatement flight procedures for large aircraft accessing Tracy Municipal Airport.	On-going.
Air Quality	AQ-1.2 Promote development that minimizes air pollutant and greenhouse gas emissions and their impact on sensitive receptors as a result of indirect and stationary sources.	A1. Review standards for the design and use of new drive through businesses with the aim of reducing adverse impacts on air quality.	Not yet begun.
		A2. Research and include where feasible in the Roadway Master Plan update, requirements to use materials that minimize particulate emissions and that are appropriate to the scale and intensity of use.	Design details such as materials are not part of the Roadway Master Plan, but rather, are found in the City Standard Plans. As new technologies become commercially viable, the standards will be updated accordingly.
		A3. Investigate the feasibility of new development fees to be used on coordination with local air pollution reduction efforts, such as clean air transit projects (e.g. ACE, Park & Ride, TRACER, BART and school buses).	The City does not collect impact fees specifically for local transit, but does collect the Regional Transportation Impact Fee which is sent to and managed by San Joaquin County. The City's development impact fee includes funding for Park and Ride. The master plans update is likely to expand on that funding. Funding and planning will be included for multi-modal transportation facilities.
		A4. Develop a green building standard for new development.	The City follows and enforces the California Green Building Code.
		A5. The City shall evaluate the installation of light emitting diodes (LEDs) or similar technology for traffic, street and other outdoor lighting where feasible.	On-going.
	AQ-1.3 Provide a diverse and efficient transportation system that minimizes air pollutant and greenhouse gas emissions.	A1. Pursue funding sources for the planning and development of local and regional transit services.	The City is actively working with Valley Link to establish a regional rail line that will extend from Lathrop to the Dublin BART station (Phase 1) with a possible future extension to Stockton (Phase 2). In support of the Valley Link effort, the City Council directed staff to prepare a Downtown Transit Oriented Development Specific Plan in July 2020.
		A2. Consider measures to increase the capacity of the existing road network prior to constructing additional capacity (e.g. additional lanes, etc.).	On-going.
	AQ-1.4 Support local and regional air quality improvement efforts.	A1. Notify local and regional jurisdictions of proposed projects that may affect regional air quality.	On-going. Every development application received is routed to SJCOC and APCD for review and comment. Their requirements are communicated to project applicants and implemented as conditions of approval.
		A2. Utilize the City's website, billboards, or newsletter to promote information regarding air quality, recycling, use of efficient energy devices and renewable energy.	The City regularly promotes information on the City's website and social media platforms. Events and programs are advertised in the printed press.
		A3. Develop a citywide sustainability strategy that would include a baseline inventory of greenhouse gas emissions from all sources within the City; greenhouse gas emissions reduction targets; and enforceable greenhouse gas emissions reduction measures.	Completed prior to the reporting year.

Jurisdiction	Tracy	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

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

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications	Application Status	Project Type	Notes		
1					2	3	4	5								6	7	8	9	10		11	12	13
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted- (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*	
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	0	0	0	0						
	23517122	1000 N CENTRAL	N CENTRAL AVE - 3 STORY MULTI USE BLDG	D22-0048	5+	R	12/22/2022							6	6	6		NONE	No	N/A	Approved	Discretionary		

Table A2																
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									
1					2	3	4							5	6	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0		0	
	24081017	3228 JAKE ST LOT 60	HARTWELL/PLAN 11C/3376 SQ FT W/ CA ROOM	RES22-1461	SFD	O									0	
	24081018	3238 JAKE ST LOT 61	KINBRIDGE/PLAN 6A/2611 SQFT/OPT CA ROOM	RES22-1462	SFD	O									0	
	24081043	3239 JAKE ST LOT 101	HARTWELL/PLAN 12A/3914SQFT/OPT MULTIGEN/OPT CA ROOM	RES22-1463	SFD	O									0	
	24081044	3229 JAKE LOT 102	HARTWELL/PLAN 11A-R/3564 SQ FT/MULTIGEN/OPT CA ROOM	RES22-1464	SFD	O									0	
	24081045	3219 JAKE ST LOT 103	HARTWELL/PLAN 9C/3034 SQFT/OPT SECOND FLOOR/OPT CA ROOM	RES22-1465	SFD	O									0	
	24081046	3209 JAKE ST LOT 104	HARTWELL/PLAN 10A-R/3774 SQFT/MULTIGEN/OPT CA ROOM	RES22-1466	SFD	O									0	
	24081047	3199 JAKE ST LOT 105	HARTWELL/PLAN 11C/3564 SQ FT/MULTIGEN/OPT CA ROOM	RES22-1467	SFD	O									0	
	24081048	3189 JAKE ST LOT 106	HARTWELL/PLAN 12A-R/3914 SQFT/MULTIGEN/C A ROOM	RES22-1468	SFD	O									0	
	24081049	3179 JAKE LOT 107	HARTWELL/PLAN 10C/3774SQFT/MULTIGEN/CA ROOM	RES22-1469	SFD	O									0	
	24081050	3169 JAKE ST LOT 108	HARTWELL/PLAN 11A-R/3564 SQ FT/MULTIGEN/CA ROOM	RES22-1470	SFD	O									0	
	24081019	3248 JAKE ST LOT 62	KINBRIDGE/PLAN 7D-R/2717 SQ FT/OPT CA ROOM	RES22-1480	SFD	O									0	
	24081020	3258 JAKE ST LOT 63	KINBRIDGE/PLAN 8C/2894 SQ FT/OPT CA ROOM	RES22-1481	SFD	O									0	
	24081021	3268 JAKE ST LOT 64	KINBRIDGE/PLAN 5B-R/2382 SQ FT/OPT CA ROOM	RES22-1482	SFD	O									0	
	24081034	4243 RANDA WAY LOT 88	KINBRIDGE/PLAN 7A-R/2717 SQ FT	RES22-1483	SFD	O									0	
	24081035	4223 RANDA WAY LOT 89	KINBRIDGE/PLAN 5B-R/2382 SQ FT/OPT CA ROOM	RES22-1484	SFD	O									0	
	24081036	4203 RANDA WAY LOT 90	KINBRIDGE/PLAN 6A/2611 SQFT/OPT CA ROOM	RES22-1485	SFD	O									0	
	24081037	4183 RANDA WAY LOT 91	KINBRIDGE/PLAN 7D-R/2717 SQ FT/OPT CA ROOM	RES22-1486	SFD	O									0	
	24084012	4163 RANDA WAY LOT 92	KINBRIDGE/PLAN 8C-R/2894 SQ FT/OPT CA ROOM	RES22-1487	SFD	O									0	

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1					2	3	4							5	6	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0		0	
	24081028	4205 MADDY AVE LOT 71	1F - HARTWELL/PLAN 11B-R/3376 SQ FT/OPT CA ROOM	RES22-1629	SFD	O									0	
	24081029	4185 MADDY AVE LOT 72	1F - HARTWELL/PLAN 12A/3914 SQFT WITH OPT MULTIGEN/CA ROOM	RES22-1630	SFD	O									0	
	24081030	4184 MADDY AVE LOT 84	1F- KINBRIDGE/PLAN 7B-R/2717 SQ FT/OPT CA ROOM	RES22-1631	SFD	O									0	
	24081031	4204 MADDY AVE LOT 85	1F - KINBRIDGE/PLAN 6A/2611 SQFT	RES22-1632	SFD	O									0	
	24081032	4224 MADDY AVE LOT 86	1F - KINBRIDGE/PLAN 5D-R/2382 SQ FT	RES22-1633	SFD	O									0	
	24081033	4244 MADDY AVE LOT 87	1F- KINBRIDGE/PLAN 7B/2717 SQ FT	RES22-1634	SFD	O									0	
	24084001	4165 MADDY LOT 73	HARTWELL/PLAN 10B-R/3774 SQFT W/MULTI GEN	RES22-1682	SFD	O									0	
	24084002	4145 MADDY AVE LOT 74	HARTWELL/PLAN 11A/3564 SQ' W/MULTI GEN & CA ROOM	RES22-1683	SFD	O									0	
	24084003	4125 MADDY AVE LOT 75	HARTWELL/PLAN 12B-R/3914 SQ' W/MULTI GEN	RES22-1684	SFD	O									0	
	24084009	4124 MADDY LOT 81	KINBRIDGE/PLAN 6B/2611 SQ' W/CA ROOM	RES22-1690	SFD	O									0	
	24084010	4144 MADDY LOT 82	KINBRIDGE/PLAN 5A-R/2382 SQ' W/CA ROOM	RES22-1691	SFD	O									0	
	24084011	4164 MADDY AVE LOT 83	KINBRIDGE/PLAN 8C/2894 SQ' W/MULTI GEN & CA ROOM	RES22-1692	SFD	O									0	
25137001	25139034	5873 PLACER DR	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 1D-R/2452SF	RES22-1708	SFD	O									0	
	25139035	5714 MOORFIELD AVENUE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4E/2869SQSF/NEXT GEN	RES22-1709	SFD	O									0	
	25139036	5696 MOORFIELD AVENUE	PLUMB ONLY/GREENWOO D VILLAGE 10C/PLAN 2D- R/2580SQSF	RES22-1710	SFD	O									0	

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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									
1					2	3	4							5	6	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0		0	
	24441031	1823 SNOWFLOWER PL LOT 68	TRACY LAKES/LAGUNA/PLA N 3B/1880 SQ FT ***2019 CODE***	RES23-0096	SFD	O									0	
	24443054	2945 FEELEY AVE LOT 152	TRACY LAKES/PINECREST/ PLAN 2C/1683 SQ FT ***2019 CODE***	RES23-0097	SFD	O									0	
	24630043	40 E FERDINAND ST	524 SQ FT GARAGE CONVERTED TO ADU	RES23-0181	ADU	R									0	
	23339010	1469 EAST ST	CREATE 747 SQ FT ADU BY ADDING STOVE AND GAS LINE TO (E) STR	RES23-0387	ADU	R									0	
	23305508	327 W WHITTIER AV	CONVERT 492 SQ FT GARAGE TO ADU	RES23-0587	ADU	O									0	
	25106027	2593 DASHWOOD ST LOT 25	V2 CAIRNWAY/PLAN 3E-R/2763SQ' - MODEL	RES23-0608	SFD	O									0	
	23427012	1141 RENOWN DR	CONVERT (E) REC ROOM TO 480SQ FT JADU W/ 100SQ FT DECK	RES23-0980	ADU	O									0	
	25106023	2911 PENELOPE ST LOT 76	CRESTWICK VILLAGE 6/PLAN 3D- R/2972SQSF MODEL	RES23-1047	SFD	O									0	
	25106023	8108 FLOYD GLENN WISE DR LOT 86	SLATESHIRE/PLAN 4E-R/4095SQ' W/NEXT GEN - MODEL	RES23-1049	SFD	O									0	
	24865025	500 DELANEY CT	481SQ' ADU ADDITION	RES23-1169	ADU	O									0	
	23414059	609 N HICKORY AV	GARAGE TO 416SQ' ADU CONVERSION	RES23-1217	ADU	O									0	
	23331208	110 E PEREIRA AV	480 SQ' DETACHED ADU	RES23-1285	ADU	O									0	
	23331232	131 E WHITTIER AVE	CONVERTING 10X12 SHED TO ADU	RES23-1336	ADU	R									0	
	23513049	42 E SECOND ST	2 ATTACHED 598SQ' ADU'S	RES23-1337	ADU	R									0	
	23229008	1270 COOLIDGE AV	NEW 640SQ' ADU	RES23-1586	ADU	O									0	
	24443024	1545 GRANITE PL LOT 122	TRACY LAKES/PINECREST/ PLAN 4C/1919 SQ FT	RES23-1711	SFD	O									0	
	24443025	1537 GRANITE PL LOT 123	TRACY LAKES/PINECREST/ PLAN 1A-R/1560 SQ FT	RES23-1712	SFD	O									0	

Table A2																
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									
1					2	3	4							5	6	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0		0	
	25136050	5513 POSNER AVENUE	GREENWOOD VILLAGE 10C/PLAN 4D/2869SQSF/NEXT GEN	RES21-3348	ADU	O									0	
	25136054	5585 POSNER AV LOT 54	GREENWOOD VILLAGE 10C/PLAN 4C-R/2869SQSF/NEXT GEN	RES21-3352	ADU	O									0	
	24082026	3063 NEIL JEROME DR LOT 180	TOWNSEND/PLAN 4D-R/3260 SQ' W/ 2/1 BAY GARAGE, MULTI & CA RM	RES22-0635	ADU	O									0	
	24082030	3023 NEIL JEROME DRIVE LOT 184	TOWNSEND/PLAN 2B-R/2919 SQ' CA ROOM, MULTIGEN, 2/1BAY GARAGE	RES22-0640	ADU	O									0	
	24082033	2993 NEIL JEROME DRIVE LOT 187	TOWNSEND/PLAN 4E/3260 SQ' W/ 2/1 BAY GARAGE, MULTI & CA RM	RES22-0643	ADU	O									0	
	24082034	2983 NEIL JEROME DRIVE LOT 188	TOWNSEND/PLAN 1D-R/2780 SQ' W/ 2/1 BAY GRGE & MULTIG & CA RM	RES22-0644	ADU	O									0	
	24082038	2943 NEIL JEROME DRIVE LOT 192	TOWNSEND/PLAN 3B-R/2880 SQ' W/ MULTIGEN	RES22-0648	ADU	O									0	
	24082039	2933 NEIL JEROME DRIVE LOT 193	TOWNSEND/PLAN 1A/2780 SQ' W/ 2/1 BAY GARAGE & MULTIGEN	RES22-0649	ADU	O									0	
	24082041	2938 ELLIS TOWN DR LOT 195	TOWNSEND/PLAN 2A-R/2919 SQ' W/ CA ROOM & MULTI-GEN	RES22-1070	ADU	O									0	
	24082042	2944 ELLIS TOWN DR LOT 196	TOWNSEND/PLAN 3B-R/3084 SQ' W/ 2BAY/1BAY MULTIGEN & CA ROOM	RES22-1083	ADU	O									0	
	24082043	2948 ELLIS TOWN DR LOT 197	TOWNSEND/PLAN 4D/3260 SQ' W/ CA ROOM AT 3BAY, MULTIGEN	RES22-1085	ADU	O									0	
	24082044	2954 ELLIS TOWN DR LOT 198	TOWNSEND/PLAN 1D-R/2780 SQ' W/ CA ROOM W/ MULTI-GEN	RES22-1086	ADU	O									0	
	24082047	2968 ELLIS TOWN DR LOT 201	TOWNSEND/PLAN 2C/2919 SQ' W/ MULTIGEN AT 2BAY/1BAY	RES22-1089	ADU	O									0	
	24082048	2974 ELLIS TOWN DR LOT 202	TOWNSEND/PLAN 1A-R/2780 SQ' W/ MULTIGEN AT 2BAY/1BAY	RES22-1090	ADU	O									0	
	24082049	2978 ELLIS TOWN DR LOT 203	TOWNSEND/PLAN 3D/3084 SQ' W/ CA ROOM, MULTIGEN	RES22-1091	ADU	O									0	

Table A2

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

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	2	0	10	245		257
25362041	5630 BARDWELL CT	VILLAGE 7C LOT 109 PLAN 3B 2313SQ'									0
25362042	5620 BARDWELL CT	VILLAGE 7C LOT 110 PLAN 1C 1867SQ'									0
25362040	5640 BARDWELL CT	VILLAGE 7C LOT 108 PLAN 2C-R 2094SQ'									0
24633050	120 CAIRO COURT LOT 1	LARKSPUR IV - 2441 SQ FT - ELEVATION H							1	9/27/2023	1
24633050	130 CAIRO COURT LOT 2	LARKSPUR IV - 2441 SQ FT - ELEVATION A							1	9/27/2023	1
24633050	140 CAIRO COURT LOT 3	LARKSPUR IV - 1883 SQ FT - ELEVATION D							1	9/27/2023	1
24633050	150 CAIRO COURT LOT 4	LARKSPUR IV - 2441 SQ FT- ELEVATION H							1	9/27/2023	1
24633055	160 DEBORD DRIVE LOT 5	LARKSPUR IV - 2441 SQ FT - ELEVATION A							1	9/27/2023	1
24633056	170 DEBORD DRIVE LOT 6	LARKSPUR IV - 1883 SQ FT - ELEVATION A							1	9/27/2023	1
24633057	180 DEBORD DRIVE LOT 7	LARKSPUR IV - 2441 SQ FT - ELEVATION H							1	9/27/2023	1
24633058	190 DEBORD DRIVE LOT 8	LARKSPUR IV - 1883 SQ FT - ELEVATION D							1	9/27/2023	1
24633059	200 DEBORD DRIVE LOT 9	LARKSPUR IV - 2441 SQ FT - ELEVATION A							1	9/27/2023	1
24633060	210 DEBORD DRIVE LOT 10	LARKSPUR IV - 1883 SQ FT - ELEVATION A							1	9/27/2023	1
24633061	220 DEBORD DRIVE LOT 11	LARKSPUR IV - 2441 SQ FT - ELEVATION H							1	9/27/2023	1

Table A2

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

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	2	0	10	245		257
25135053	5348 HINTON DR LOT 120	9B SUNHAVEN/PLAN 3B/3269SQ'									0
25135054	5330 HINTON DR LOT 121	9B SUNHAVEN/PLAN 4C-R/3543SQ'									0
25135065	5329 HINTON DR LOT 128	9B SUNHAVEN/PLAN 1F/2502SQ'									0
25135066	5347 HINTON DR LOT 129	9B SUNHAVEN/PLAN 2C-R/3196SQ'									0
25135055	5312 HINTON DR LOT 122	9B SUNHAVEN/PLAN 2F/3196SQ'									0
25135056	5294 HINTON DR LOT 123	9B SUNHAVEN/PLAN 1C-R/2502SQ'									0
25135058	5276 HINTON DR	9B SUNHAVEN/PLAN 4A/3543SQ'									0
25135060	5258 HINTON DR LOT 125	9B SUNHAVEN/PLAN 3A-R/3269SQ'									0
25135061	3720 SINGH LN LOT 126	9B SUNHAVEN/PLAN 3C-R/3269SQ'									0
25135064	5311 HINTON DR LOT 127	9B SUNHAVEN/PLAN 4B/3543SQ'									0
21440016	3074 HOLLY Unit C & D	2 573SQ' ADUs & 330SQ' GARAGE CONNECTING 2 SFDs TO DUPLEX									0
23508209	213 W SOUTH ST	1,000 SQ FT SINGLE FAMILY RESIDENCE							1	3/15/2023	1
23512008	215 E THIRD	1242 SQ FT SINGLE FAMILY DWELLING									0
24017020	1152 MARIE ANTONETTE CT	CONVERT (E) GARAGE TO 410 SQ FT JADU						1		8/3/2023	1

Table A2

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

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			7								
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			0	0	0	2	0	10	245		257
24081063	3190 RIO GRANDE DR LOT 121	1F - HARTWELL/PLAN 12A/3914 SQFT/MULTIGEN/C A ROOM									0
24081064	3200 RIO GRANDE DR LOT 122	1F - HARTWELL/PLAN 9C-R/2724 SQFT/SECOND FLOOR/OPT CA ROOM									0
24081065	3210 RIO GRANDE DR LOT 123	1F - HARTWELL/PLAN 10A/3231 SQFT/OPT CA ROOM									0
24081066	3220 RIO GRANDE DR LOT 124	1F - HARTWELL/PLAN 11B-R/3564 SQ FT/MULTIGEN/OPT CA ROOM									0
24081067	3230 RIO GRANDE DR LOT 125	1F - HARTWELL/PLAN 12C/3914 SQFT/MULTIGEN/O PT CA ROOM									0
24081068	3240 RIO GRANDE DR LOT 126	1F - HARTWELL/PLAN 11B-R/3376 SQ FT/OPT CA ROOM									0
25140007	4033 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3C-R/2287SF							1	5/31/2023	1
25140008	4045 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 4D/2416 SF							1	5/31/2023	1
25105042	4057 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 2B-R/2140 SF							1	5/31/2023	1

Table A2

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

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			7								
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	2	0	10	245		257
25105042	4069 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3D-R/2287SF							1	5/31/2023	1
25105042	4081 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 1B-R/1945 SF							1	5/31/2023	1
25105042	4093 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 4E/2416 SF							1	5/31/2023	1
25105042	4153 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 1C-R/1945 SF							1	5/31/2023	1
25105042	4165 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3B/2287SF							1	5/31/2023	1
25105042	4177 TELLURIDE AVENUE	PLUMB ONLY/FAIRGROVE VILLAGE 11/PLAN 4B/2416 SF							1	5/31/2023	1
25105042	4189 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 2A-R/2140 SF							1	5/31/2023	1
25105042	4201 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3C-R/2287 SF							1	5/31/2023	1
25105042	4213 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 4A/2416 SF							1	5/31/2023	1
25105042	4225 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 2D-R/2140 SF							1	5/31/2023	1

Table A2

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

[illegible]

Table A2

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

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	2	0	10	245		257
25139034	5873 PLACER DR	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 1D-R/2452SF							1	5/31/2023	1
25139035	5714 MOORFIELD AVENUE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4E/2869SQSF/NEXT GEN							1	5/31/2023	1
25139036	5696 MOORFIELD AVENUE	PLUMB ONLY/GREENWOO D VILLAGE 10C/PLAN 2D- R/2580SQSF							1	5/31/2023	1
25139037	5678 MOORFIELD AVENUE	PLUMB ONLY/GREENWOO D VILLAGE 10C/PLAN 3B- R/2700SF							1	5/31/2023	1
25139038	5660 MOORFIELD AVENUE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 1B-R/2452SF							1	5/31/2023	1
25139039	5642 MOORFIELD AVENUE	PLUMB ONLY/GREENWOO D VILLAGE 10C/PLAN 2E- R/2580SQSF							1	5/31/2023	1
25139040	5624 MOORFIELD AVENUE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4B- R/2869SQSF/NEXT GEN							1	5/31/2023	1
25139041	5606 MOORFIELD AVENUE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 3A-R/2700SF							1	5/31/2023	1

Table A2

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

Project Identifier			Affordability by Household Incomes - Building Permits								
			7							8	9
Current APN	Street Address	Project Name ⁺	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	2	0	10	245		257
25137001	3675 JUNEFIELD STREET	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 3E-R/2700SF							1	5/31/2023	1
25137001	3663 JUNEFIELD STREET	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 2B/2580SQSF							1	5/31/2023	1
25137001	3651 JUNEFIELD STREET	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 4D-R/2869SQSF/NEXT GEN							1	5/31/2023	1
25137001	3639 JUNEFIELD STREET	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 3C/2700SF							1	5/31/2023	1
25137002	3627 JUNEFIELD STREET	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 2C-R/2580SQSF							1	5/31/2023	1
25137002	3615 JUNEFIELD STREET	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 1E/2452SF							1	5/31/2023	1
25137002	3603 JUNEFIELD STREET	PLUMB ONLY/GREENWOOD VILLAGE 10C/PLAN 4A-R/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	3591 JUNEFIELD STREET	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 1D/2452SF							1	5/31/2023	1

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			7								
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	2	0	10	245		257
25137002	3579 JUNEFIELD STREET	PLUMB ONLY/GREENWOOD VILLAGE 10C/PLAN 3B-R/2700SF							1	5/31/2023	1
25137002	3567 JUNEFIELD STREET	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 4C/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	3555 JUNEFIELD STREET	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 3A/2700SF							1	5/31/2023	1
25137002	3543 JUNEFIELD STREET	PLUMB ONLY/GREENWOOD VILLAGE 10C/PLAN 2E-R/2580SQSF							1	5/31/2023	1
25139056	5692 PLACER DRIVE	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 4B/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	5704 PLACER DRIVE	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 1C-R/2452SF							1	5/31/2023	1
25137002	5716 PLACER DRIVE	PLUMB ONLY/GREENWOOD VILLAGE 10C/PLAN 2A-R/2580SQSF							1	5/31/2023	1
25137002	5728 PLACER DRIVE	PLUMB ONLY/GREENWOOD VILLAGE 10C/PLAN 4E-R/2869SQSF/NEXT GEN							1	5/31/2023	1

Table A2

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

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	2	0	10	245		257
25137002	5740 PLACER DRIVE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 1E-R/2452SF							1	5/31/2023	1
25137002	5752 PLACER DRIVE	PLUMB ONLY/GREENWOO D VILLAGE 10C/PLAN 2D- R/2580SQSF							1	5/31/2023	1
25137002	5764 PLACER DRIVE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 3A-R/2700SF							1	5/31/2023	1
25137002	5776 PLACER DRIVE	PLUMB ONLY/GREENWOO D VILLAGE 10C/PLAN 4A/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	5788 PLACER DRIVE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 1C-R/2452SF							1	5/31/2023	1
25137002	5800 PLACER DRIVE	PLUMB ONLY/GREENWOO D VILLAGE 10C/PLAN 2E/2580SQSF							1	5/31/2023	1
25137002	5812 PLACER DRIVE	PLUMB ONLY/GREENWOO D VILLAGE 10C/PLAN 3B- R/2700SF							1	5/31/2023	1
25137002	5824 PLACER DRIVE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 1A/2452SF							1	5/31/2023	1

Table A2

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

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	2	0	10	245		257
25137002	5836 PLACER DRIVE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 3D-R/2700SF							1	5/31/2023	1
25137002	5848 PLACER DRIVE	PLUMB ONLY/GREENWOOD VILLAGE 10C/PLAN 4E/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	5860 PLACER DRIVE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 1B-R/2452SF							1	5/31/2023	1
25137002	5748 LORAY LANE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 2C/2580SQSF							1	5/31/2023	1
25137002	5730 LORAY LANE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 1E-R/2452SF							1	5/31/2023	1
25137002	5739 PLACER DRIVE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4C/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	5727 PLACER DRIVE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 3D/2700SF							1	5/31/2023	1
25137002	3556 JUNEFIELD STREET	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 1A-R/2452SF							1	5/31/2023	1

Table A2

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

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name ⁺	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	2	0	10	245		257
25137002	3568 JUNEFIELD STREET	PLUMB ONLY/GREENWOOD VILLAGE 10C/PLAN 2D-R/2580SQSF							1	5/31/2023	1
25137002	3580 JUNE	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 3C/2700SF							1	5/31/2023	1
25137002	5694 LORAY LANE	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 4B-Y/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	5712 LORAY LANE	PLUMB ONLY/GREENWOOD VILLAGE 10C/PLAN 3B-R/2700SF							1	5/31/2023	1
25137002	5861 PLACER DRIVE	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 3E/2700SF							1	5/31/2023	1
25137002	5837 PLACER DRIVE	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 2B-R/2580SQSF							1	5/31/2023	1
25137002	5823 PLACER DRIVE	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 4B/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	5749 LORAY LANE	PLUMB ONLY-GREENWOOD VILLAGE 10C/PLAN 3A/2700SF							1	5/31/2023	1

Table A2

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

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	2	0	10	245		257
25137002	5731 LORAY LANE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4D/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	5713 LORAY LANE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 2B/2580SQSF							1	5/31/2023	1
25137002	5695 LORAY LANE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 3D/2700SF							1	5/31/2023	1
25137002	5677 LORAY LANE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 1C/2452SF							1	5/31/2023	1
25137002	5659 LORAY LANE	PLUMB ONLY/GREENWOO D VILLAGE 10C/PLAN 2A/2580SQSF							1	5/31/2023	1
25140013	4105 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 2C-R/2140SF							1	5/31/2023	1
25140014	4117 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 1A/1945SF							1	5/31/2023	1
25140015	4129 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3E/2287SF							1	5/31/2023	1
25140016	4141 TELLURIDE AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 4C/2416 SF							1	5/31/2023	1

Table A2

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			7								
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	2	0	10	245		257
25105042	5191 YARROW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 1D-R/1945SF							1	5/31/2023	1
25105042	5173 YARROW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 2E/2140SF							1	5/31/2023	1
25105042	5155 YARROW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3C/2287 SF							1	5/31/2023	1
25105042	5119 YARROW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 1B/1945 SF							1	5/31/2023	1
25105042	4282 ANGELO WAY	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3D/2287SF							1	5/31/2023	1
25105042	4258 ANGELO WAY	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 2C-R/2140SF							1	5/31/2023	1
25105042	4246 ANGELO WAY	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 4D-R/2416 SF							1	5/31/2023	1
25105042	4234 ANGELO WAY	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 1E-R/1945 SF							1	5/31/2023	1
25105042	5210 YARROW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 4C/2416 SF							1	5/31/2023	1
25105042	5192 YARROW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3E-R/2287SF							1	5/31/2023	1

Table A2

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

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			7								
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			0	0	0	2	0	10	245		257
25105042	5174 YARROW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 2A/2140 SF							1	5/31/2023	1
25105042	5156 YARROW AVENUE	PLUMB ONLY/FAIRGROVE VILLAGE 11/PLAN 4B-R/2416 SF							1	5/31/2023	1
25105042	5138 YARROW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 1A-R/1945SF							1	5/31/2023	1
25105042	5120 YARROW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 2D-R/2140 SF							1	5/31/2023	1
25105042	5102 YARROW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3D-R/2287SF							1	5/31/2023	1
25105042	5129 WARDLOW AVENUE	PLUMB ONLY/FAIRGROVE VILLAGE 11/PLAN 4B/2416 SF							1	5/31/2023	1
25105042	5147 WARDLOW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 2C/2140 SF							1	5/31/2023	1
25105042	5165 WARDLOW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3B/2287SF							1	5/31/2023	1
25105042	5183 WARDLOW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 1C/1945 SF							1	5/31/2023	1
25105042	5201 WARDLOW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 2B/2140 SF							1	5/31/2023	1

Table A2

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			7								
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			0	0	0	2	0	10	245		257
25105042	5219 WARDLOW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 1D/1945 SF							1	5/31/2023	1
25105042	5237 WARDLOW AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3C/2287 SF							1	5/31/2023	1
25105042	4182 BARLEY WAY	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 4E-R/2416SF							1	5/31/2023	1
25105044	4174 BARLEY WAY	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3D/2287SF							1	5/31/2023	1
25105044	4166 BARLEY WAY	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 2D/2140 SF							1	5/31/2023	1
25105044	4158 BARLEY WAY	PLUMB ONLY/FAIRGROVE VILLAGE 11/PLAN 4C/2416 SF							1	5/31/2023	1
25105044	4150 BARLEY WAY	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 1C-R/1945 SF							1	5/31/2023	1
25105042	5226 VALIANT AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 2B-R/2140SF							1	5/31/2023	1
25105042	5208 VALIANT AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 4E-R/2416SF							1	5/31/2023	1
25105042	5209 VALIANT AVENUE	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3C/2287 SF							1	5/31/2023	1

Table A2

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

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			7								
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			0	0	0	2	0	10	245		257
25105042	5227 VALIANT AVENUE	PLUMB ONLY/FAIRGROVE VILLAGE 11/PLAN 4D/2416 SF							1	5/31/2023	1
25105042	5220 WARDLOW AVENUE	PLUMB ONLY/FAIRGROVE VILLAGE 11/PLAN 4B/2416SF							1	5/31/2023	1
25105042	5204 WARDLOW AVENUE	PLUMB ONLY-FAIRGROVE VILLAGE 11/PLAN 3E-R/2287SF							1	5/31/2023	1
25105042	5182 WARDLOW AVENUE	PLUMB ONLY-FAIRGROVE VILLAGE 11/PLAN 2D-R/2140 SF							1	5/31/2023	1
25105042	5164 WARDLOW AVENUE	PLUMB ONLY-FAIRGROVE VILLAGE 11/PLAN 4E-R/2416SF							1	5/31/2023	1
25105042	5146 WARDLOW AVENUE	PLUMB ONLY-FAIRGROVE VILLAGE 11/PLAN 3A-R/2287SF							1	5/31/2023	1
25105042	5128 WARDLOW AVENUE	PLUMB ONLY-FAIRGROVE VILLAGE 11/PLAN 1D-R/1945 SF							1	5/31/2023	1
21439020	2724 HOLLY DR	1405 SQ FT SFD, WITH (E) SFD USED AS ADU							1	5/18/2023	1
23327007	2300 HOLLY DR	CONVERT (E) GARAGE TO 680 SQ FT ADU						1		5/9/2023	1
23305504	1919 N PARKER AV	672 SQ FT ACCESSORY DWELLING UNIT							1	10/30/2023	1
21428028	2940 DESCANSO CT	GARAGE CONVERSION TO 534SQ' ADU						1		1/17/2023	1

Table A2

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			0	0	0	2	0	10	245		257
23208208	1840 ALEGRE DR	CODE CASE 400 SQ FT JADU - GARAGE CONVERSION						1		8/21/2023	1
23320020	298 W 22ND ST	640 SQ FT DETACHED ADU							1	3/27/2023	1
24444001	1502 BALTIMORE PL LOT 172	TRACY LAKES/CALERO/PL AN 1A/2393 SQ FT							1	2/28/2023	1
24444002	1518 BALTIMORE PL LOT 173	TRACY LAKES/CALERO/PL AN 2B-R/2430 SQ FT							1	2/28/2023	1
24444003	1534 BALTIMORE PL LOT 174	TRACY LAKES/CALERO/PL AN 3A/2520 SQ FT							1	2/28/2023	1
24444004	1550 BALTIMORE PL LOT 175	TRACY LAKES/CALERO/PL AN 1C/2393 SQ FT							1	2/28/2023	1
24444005	1566 BALTIMORE PL LOT 176	TRACY LAKES/CALERO/PL AN 2A-R/2430 SQ FT							1	2/28/2023	1
24444006	1582 BALTIMORE PL LOT 177	TRACY LAKES/CALERO/PL AN 3B/2520 SQ FT							1	2/28/2023	1
24442001	1799 WHITE ROCK DR LOT 87	TRACY LAKES/ECHO/PLAN 1A/2548 SQ FT							1	2/28/2023	1
24442002	1781 WHITE ROCK DR LOT 88	TRACY LAKES/ECHO/PLAN 2B/2695 SQ FT							1	2/28/2023	1
24442003	1763 WHITE ROCK DR LOT 89	TRACY LAKES/ECHO/PLAN 3C/2775SQ FT							1	2/28/2023	1
24442004	1745 WHITE ROCK DR LOT 90	TRACY LAKES/ECHO/PLAN 1B/2548 SQ FT							1	2/28/2023	1

Table A2

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			7								
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			0	0	0	2	0	10	245		257
24442005	1727 WHITE ROCK DR LOT 91	TRACY LAKES/ECHO/PLAN 2A/2695 SQ FT							1	2/28/2023	1
24442006	1709 WHITE ROCK DR LOT 92	TRACY LAKES/ECHO/PLAN 3C/2775SQ FT							1	2/28/2023	1
24442007	1708 WHITE ROCK DR LOT 93	TRACY LAKES/ECHO/PLAN 2B/2695 SQ FT							1	2/28/2023	1
24442008	1726 WHITE ROCK DR LOT 94	TRACY LAKES/ECHO/PLAN 1C/2548 SQ FT							1	2/28/2023	1
24442009	1744 WHITE ROCK DR LOT 95	TRACY LAKES/ECHO/PLAN 3A/2775SQ FT							1	2/28/2023	1
24442010	1762 WHITE ROCK DR LOT 96	TRACY LAKES/ECHO/PLAN 2C/2695 SQ FT							1	2/28/2023	1
24442011	1780 WHITE ROCK DR LOT 97	TRACY LAKES/ECHO/PLAN 1A/2548 SQ FT							1	2/28/2023	1
24442012	1798 WHITE ROCK DR LOT 98	TRACY LAKES/ECHO/PLAN 3B/2775SQ FT							1	2/28/2023	1
24441032	1831 SNOWFLOWER PL LOT 69	TRACY LAKES/LAGUNA/PL AN 1A/1768 SQ FT							1	2/28/2023	1
24441033	1839 SNOWFLOWER PL LOT 70	TRACY LAKES/LAGUNA/PL AN 2B/1829 SQ FT							1	2/28/2023	1
24441034	1847 SNOWFLOWER PL LOT 71	TRACY LAKES/LAGUNA/PL AN 3C/1880 SQ FT							1	2/28/2023	1
24441047	1848 SNOWFLOWER PL LOT 84	TRACY LAKES/LAGUNA/PL AN 2C/1829 SQ FT							1	2/28/2023	1

Table A2

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			0	0	0	2	0	10	245		257
24441048	1840 SNOWFLOWER PL LOT 85	TRACY LAKES/LAGUNA/PL AN 3A/1880 SQ FT							1	2/28/2023	1
24441049	1832 SNOWFLOWER PL LOT 86	TRACY LAKES/LAGUNA/PL AN 1C/1768 SQ FT							1	2/28/2023	1
24443035	1599 BALTIMORE PL LOT 133	TRACY LAKES/PINECREST/ PLAN 3A/1763 SQ FT							1	2/28/2023	1
24443036	1583 BALTIMORE PL LOT 134	TRACY LAKES/PINECREST/ PLAN 4B/1919 SQ FT							1	2/28/2023	1
24443037	1567 BALTIMORE PL LOT 135	TRACY LAKES/PINECREST/ PLAN 1C/1560 SQ FT							1	2/28/2023	1
24443052	2981 FEELEY AVE LOT 150	TRACY LAKES/PINECREST/ PLAN 3A/1763 SQ FT							1	2/28/2023	1
24443071	2998 FEELEY AVE LOT 169	TRACY LAKES/PINECREST/ PLAN 3B/1763 SQ FT							1	2/28/2023	1
24443072	3016 FEELEY AVE LOT 170	TRACY LAKES/PINECREST/ PLAN 1C/1560 SQ FT							1	2/28/2023	1
24443073	3034 FEELEY AVE	TRACY LAKES/PINECREST/ PLAN 2B/1683 SQ FT							1	2/28/2023	1
24444007	3026 LAKESHORE AV LOT 178	TRACY LAKES/CALERO/PL AN 3C/2520 SQ FT							1	2/28/2023	1

Table A2

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			0	0	0	2	0	10	245		257
24444009	3070 LAKESHORE AVE	TRACY LAKES/CALERO/PL AN 1C/2393 SQ FT							1	2/28/2023	1
24444008	3048 LAKESHORE AVE	TRACY LAKES/CALERO/PL AN 2B/2430 SQ FT							1	2/28/2023	1
24444058	3146 LAKESHORE AVE LOT 229	TRACY LAKES/CALERO/PL AN 1a/2393 SQ FT							1	2/28/2023	1
24444059	3172 LAKESHORE AVE LOT 230	TRACY LAKES/CALERO/PL AN 2B/2430 SQ FT							1	2/28/2023	1
24444060	3198 LAKESHORE AVE LOT 231	TRACY LAKES/CALERO/PL AN 3A/2520 SQ FT							1	2/28/2023	1
24444061	3224 LAKESHORE AVE LOT 232	TRACY LAKES/CALERO/PL AN 1B/2393 SQ FT							1	2/28/2023	1
24444062	3250 LAKESHORE AVE LOT 233	TRACY LAKES/CALERO/PL AN 2A/2430 SQ FT							1	2/28/2023	1
24444063	3276 LAKESHORE AVE LOT 234	TRACY LAKES/CALERO/PL AN 3B/2520 SQ FT							1	2/28/2023	1
24441035	1855 SNOWFLOWER PL LOT 72	TRACY LAKES/LAGUNA/PL AN 1B/1768 SQ FT							1	2/28/2023	1
24441036	1863 SNOWFLOWER PL LOT 73	TRACY LAKES/LAGUNA/PL AN 2A/1829 SQ FT							1	2/28/2023	1
24441037	1871 SNOWFLOWER PL LOT 74	TRACY LAKES/LAGUNA/PL AN 3B/1880 SQ FT							1	2/28/2023	1

Table A2

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			0	0	0	2	0	10	245		257
24441038	1879 SNOWFLOWER PL LOT 75	TRACY LAKES/LAGUNA/PL AN 1C/1768 SQ FT							1	2/28/2023	1
24441043	1880 SNOWFLOWER PL LOT 80	TRACY LAKES/LAGUNA/PL AN 1A/1768 SQ FT							1	2/28/2023	1
24441044	1872 SNOWFLOWER PL LOT 81	TRACY LAKES/LAGUNA/PL AN 2B/1829 SQ FT							1	2/28/2023	1
24441045	1864 SNOWFLOWER PL LOT 82	TRACY LAKES/LAGUNA/PL AN 3C/1880 SQ FT							1	2/28/2023	1
24441046	1856 SNOWFLOWER PL LOT 83	TRACY LAKES/LAGUNA/PL AN 1A/1768 SQ FT							1	2/28/2023	1
24443053	2963 FEELEY AVE LOT 151	TRACY LAKES/PINECREST/ PLAN 1B/1560 SQ FT							1	2/28/2023	1
24443055	2927 FEELEY AVE LOT 153	TRACY LAKES/PINECREST/ PLAN 3B/1763 SQ FT							1	2/28/2023	1
24443056	2909 FEELEY AVE LOT 154	TRACY LAKES/PINECREST/ PLAN 4C/1919 SQ FT							1	2/28/2023	1
24443067	2926 FEELEY AVE LOT 165	TRACY LAKES/PINECREST/ PLAN 3B/1763 SQ FT							1	2/28/2023	1
24443068	2944 FEELEY AVE LOT 166	TRACY LAKES/PINECREST/ PLAN 4A/1919 SQ FT							1	2/28/2023	1

Table A2

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			0	0	0	2	0	10	245		257
24443069	2962 FEELEY AVE LOT 167	TRACY LAKES/PINECREST/ PLAN 2C/1683 SQ FT							1	2/28/2023	1
24443070	2980 FEELEY AV LOT 168	TRACY LAKES/PINECREST/ PLAN 4A/1919 SQ FT							1	2/28/2023	1
24441031	1823 SNOWFLOWER PL LOT 68	TRACY LAKES/LAGUNA/PL AN 3B/1880 SQ FT ***2019 CODE***							1	2/28/2023	1
24443054	2945 FEELEY AVE LOT 152	TRACY LAKES/PINECREST/ PLAN 2C/1683 SQ FT ***2019 CODE***							1	2/28/2023	1
24630043	40 E FERDINAND ST	524 SQ FT GARAGE CONVERTED TO ADU				1				7/25/2023	1
23339010	1469 EAST ST	CREATE 747 SQ FT ADU BY ADDING STOVE AND GAS LINE TO (E) STR						1		7/3/2023	1
23305508	327 W WHITTIER AV	CONVERT 492 SQ FT GARAGE TO ADU V2							1	8/31/2023	1
25106027	2593 DASHWOOD ST LOT 25	CAIRNWAY/PLAN 3E-R/2763SQ' - MODEL							1	6/8/2023	1
23427012	1141 RENOWN DR	CONVERT (E) REC ROOM TO 480SQ FT JADU W/ 100SQ FT DECK							1	8/28/2023	1
25106023	2911 PENELOPE ST LOT 76	CRESTWICK VILLAGE 6/PLAN 3D- R/2972SQSF MODEL							1	8/1/2023	1

Table A2

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			0	0	0	2	0	10	245		257
25106023	8108 FLOYD GLENN WISE DR LOT 86	V10 SLATESHIRE/PLAN 4E-R/4095SQ' W/NEXT GEN - MODEL							1	9/28/2023	1
24865025	500 DELANEY CT	481SQ' ADU ADDITION							1	11/14/2023	1
23414059	609 N HICKORY AV	GARAGE TO 416SQ' ADU CONVERSION							1	12/8/2023	1
23331208	110 E PEREIRA AV	480 SQ' DETACHED ADU							1	9/19/2023	1
23331232	131 E WHITTIER AVE	CONVERTING 10X12 SHED TO ADU				1				12/19/2023	1
23513049	42 E SECOND ST	2 ATTACHED 598SQ' ADU'S						2		12/19/2023	2
23229008	1270 COOLIDGE AV	NEW 640SQ' ADU							1	11/30/2023	1
24443024	1545 GRANITE PL LOT 122	TRACY LAKES/PINECREST/ PLAN 4C/1919 SQ FT							1	10/23/2023	1
24443025	1537 GRANITE PL LOT 123	TRACY LAKES/PINECREST/ PLAN 1A-R/1560 SQ FT							1	10/23/2023	1
24443026	1529 GRANITE PL LOT 124	TRACY LAKES/PINECREST/ PLAN 3B/1763 SQ FT							1	10/23/2023	1
24443027	1521 GRANITE PL LOT 125	TRACY LAKES/PINECREST/ PLAN 2C/1710 SQ FT							1	10/23/2023	1
24443038	2939 ELLA WAY LOT 136	TRACY LAKES/PINECREST/ PLAN 2A/1710 SQ FT							1	10/16/2023	1
24443039	2913 ELLA WAY LOT 137	TRACY LAKES/PINECREST/ PLAN 3C-R/1763 SQ FT							1	10/16/2023	1

Table A2

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

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	2	0	10	245		257
24443040	2887 ELLA WAY LOT 138	TRACY LAKES/PINECREST/ PLAN 4B/1919 SQ FT							1	10/16/2023	1
24443047	2886 ELLA WAY LOT 145	TRACY LAKES/PINECREST/ PLAN 2B-R/1710 SQ FT							1	10/16/2023	1
24443048	2912 ELLA WAY LOT 146	TRACY LAKES/PINECREST/ PLAN 4C/1919 SQ FT							1	10/16/2023	1
24443049	2938 ELLA WAY LOT 147	TRACY LAKES/PINECREST/ PLAN 1A-R/1560 SQ FT							1	10/16/2023	1
24443050	2964 ELLA WAY LOT 148	TRACY LAKES/PINECREST/ PLAN 2C/1710 SQ FT							1	10/16/2023	1
24443051	2990 ELLA WAY LOT 149	TRACY LAKES/PINECREST/ PLAN 3B-R/1763 SQ FT							1	10/16/2023	1
24443057	2891 FEELEY AVE LOT 155	TRACY LAKES/PINECREST/ PLAN 1B-R/1560 SQ FT							1	10/16/2023	1
24443058	2873 FEELEY AVE LOT 156	TRACY LAKES/PINECREST/ PLAN 2A/1710 SQ FT							1	10/16/2023	1
24443059	2855 FEELEY AVE LOT 157	TRACY LAKES/PINECREST/ PLAN 3C-R/1763 SQ FT							1	10/23/2023	1
24443060	2800 FEELEY AVE LOT 158	TRACY LAKES/PINECREST/ PLAN 4A/1919 SQ FT							1	10/23/2023	1

Table A2

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			7								
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			0	0	0	2	0	10	245		257
24443061	2818 FEELEY AVE LOT 159	TRACY LAKES/PINECREST/ PLAN 1B-R/1560 SQ FT							1	10/23/2023	1
24443062	2836 FEELEY AVE LOT 160	TRACY LAKES/PINECREST/ PLAN 3A-R/1763 SQ FT							1	10/23/2023	1
24443063	2854 FEELEY AVE LOT 161	TRACY LAKES/PINECREST/ PLAN 2B-R/1710 SQ FT							1	10/23/2023	1
24443064	2872 FEELEY AVE LOT 162	TRACY LAKES/PINECREST/ PLAN 4C/1919 SQ FT							1	10/23/2023	1
24443065	2890 FEELEY AVE LOT 163	TRACY LAKES/PINECREST/ PLAN 1B-R/1560 SQ FT							1	10/23/2023	1
24443066	2908 FEELEY AVE LOT 164	TRACY LAKES/PINECREST/ PLAN 2A/1710 SQ FT							1	10/23/2023	1
24441039	1887 SNOWFLOWER PL	TRACY LAKES/LAGUNA/PL AN 2A/1829 SQ FT							1	12/26/2023	1
24441040	1895 SNOWFLOWER PL	TRACY LAKES/LAGUNA/PL AN 3C/1880 SQ FT							1	12/26/2023	1
24441041	1896 SNOWFLOWER PL	TRACY LAKES/LAGUNA/PL AN 2C/1829 SQ FT							1	12/26/2023	1
24441042	1888 SNOWFLOWER PL	TRACY LAKES/LAGUNA/PL AN 3B/1880 SQ FT							1	12/26/2023	1

Table A2

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

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			0	0	0	2	0	10	245		257
24081012	3178 JAKE ST LOT 55	HARTWELL/PLAN 11-R/3376' FT W/MULTI GEN & CA ROOM									0
24081013	3188 JAKE ST LOT 56	HARTWELL/PLAN 12B/3733 SQFT W/ CA ROOM									0
24081015	3208 JAKE ST LOT 58	HARTWELL/PLAN 10B/3774 SQ' W/ CA ROOM & MULTI GEN									0
24081016	3218 JAKE ST LOT 59	HARTWELL/PLAN 12A-R/3914 SQFT W/ CA ROOM & MULTI GEN									0
25139035	5714 MOORFIELD AVENUE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4E/2869SQSF/NEXT GEN							1	5/31/2023	1
25139040	5624 MOORFIELD AVENUE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4B- R/2869SQSF/NEXT GEN							1	5/31/2023	1
25137001	3651 JUNEFIELD STREET	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4D- R/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	3603 JUNEFIELD STREET	PLUMB ONLY/GREENWOO D VILLAGE 10C/PLAN 4A- R/2869SQSF/NEXT GEN							1	5/31/2023	1

Table A2

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			0	0	0	2	0	10	245		257
25137002	3567 JUNEFIELD STREET	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4C/2869SQSF/NEXT GEN							1	5/31/2023	1
25139056	5692 PLACER DRIVE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4B/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	5728 PLACER DRIVE	PLUMB ONLY/GREENWOOD VILLAGE 10C/PLAN 4E- R/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	5776 PLACER DRIVE	PLUMB ONLY/GREENWOOD VILLAGE 10C/PLAN 4A/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	5848 PLACER DRIVE	PLUMB ONLY/GREENWOOD VILLAGE 10C/PLAN 4E/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	5739 PLACER DRIVE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4C/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	5694 LORAY LANE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4B- Y/2869SQSF/NEXT GEN							1	5/31/2023	1

Table A2

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			0	0	0	2	0	10	245		257
25137002	5823 PLACER DRIVE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4B/2869SQSF/NEXT GEN							1	5/31/2023	1
25137002	5731 LORAY LANE	PLUMB ONLY- GREENWOOD VILLAGE 10C/PLAN 4D/2869SQSF/NEXT GEN							1	5/31/2023	1
25106023	8108 FLOYD GLENN WISE DR LOT 86	V10 SLATESHIRE/PLAN 4E-R/4095SQ' W/NEXT GEN - MODEL							1	9/28/2023	1

Table A2

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

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			10							11	12
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			0	0	0	0	0	10	432		442
25339058	2300 IVERSTONE ST LOT 58	VILLAGE 1/PLAN 4E/2654SF							1	12/11/2023	1
25341001	7050 CARRERA PL	TRACY HILLS VILLAGE 5 1B/2683SQFT MODEL							1	7/20/2023	1
25341002	7040 CARRERA PL	TRACY HILLS VILLAGE 5 2D/3372SQFT MODEL							1	7/21/2023	1
25341003	7030 CARRERA PL	TRACY HILLS VILLAGE 5 3C/3533SQFT MODEL							1	7/20/2023	1
25341004	7020 CARRERA PL	TRACY HILLS VILLAGE 5 4A/3599SQFT MODEL							1	8/3/2023	1
25355029	6473 GREYMONT DR LOT 29	VILLAGE 8/PLAN 4A/4100SF/964 SF NEXT GEN & CA ROOM - MODEL							1	2/21/2023	1
25355032	6443 GREYMONT DR LOT 32	VILLAGE 8/PLAN 1E/2914SF WITH CA ROOM - MODEL							1	2/17/2023	1
25358035	2745 TEJAS LN LOT 144	TRACY HILLS VILLAGE 5 3E/3533SQFT W/CA ROOM							1	2/1/2023	1
25358036	2755 TEJAS LN LOT 145	TRACY HILLS VILLAGE 5 4D-R/3599SQFT W/CA ROOM							1	2/1/2023	1
25358037	2765 TEJAS LN LOT 146	TRACY HILLS VILLAGE 5 3C-R/3533SQFT W/CA ROOM							1	1/26/2023	1
25358072	2754 TEJAS LN LOT 181	TRACY HILLS VILLAGE 5 1A/2683SQFT W/CA ROOM							1	1/30/2023	1

Table A2

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

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			0	0	0	0	0	10	432		442
25358071	2764 TEJAS LN LOT 180	TRACY HILLS VILLAGE 5 2D-R/3372SQFT W/CA ROOM							1	1/31/2023	1
25358073	2744 TEJAS LN LOT 182	TRACY HILLS VILLAGE 5 4C-R/3599SQFT W/CA ROOM							1	1/30/2023	1
25358053	6770 FLAT IRON ST LOT 162	TRACY HILLS VILLAGE 5 1B/2683SQFT W/CA ROOM							1	2/13/2023	1
25358052	6760 FLAT IRON ST LOT 161	TRACY HILLS VILLAGE 5 4D/3599SQFT W/CA ROOM							1	2/15/2023	1
25358051	6750 FLAT IRON ST LOT 160	TRACY HILLS VILLAGE 5 3A-R/3533SQFT W/CA ROOM							1	2/15/2023	1
25358050	6740 FLAT IRON ST LOT 159	TRACY HILLS VILLAGE 5 1C/2683SQFT W/CA ROOM							1	2/15/2023	1
25358049	6730 FLAT IRON ST LOT 158	TRACY HILLS VILLAGE 5 3B-R/3533SQFT W/CA ROOM							1	3/2/2023	1
25358048	6720 FLAT IRON ST LOT 157	TRACY HILLS VILLAGE 5 4E/3599SQFT W/CA ROOM							1	3/7/2023	1
25358047	6710 FLAT IRON ST LOT 156	TRACY HILLS VILLAGE 5 1C-R/2683SQFT W/CA ROOM							1	3/17/2023	1
25358046	6700 FLAT IRON ST LOT 155	TRACY HILLS VILLAGE 5 2E/3372SQFT W/CA ROOM							1	3/17/2023	1

Table A2

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

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			10							11	12
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
			0	0	0	0	0	10	432		442
25358038	2785 TEJAS LN LOT 147	F - TRACY HILLS VILLAGE 5 4E/3599SQFT W/CA ROOM							1	4/25/2023	1
25358039	2795 TEJAS LN LOT 148	F - TRACY HILLS VILLAGE 5 1B- R/2683SQFT W/CA ROOM							1	4/25/2023	1
25358040	2805 TEJAS LN LOT 149	F - TRACY HILLS VILLAGE 5 2A/3372SQFT W/CA ROOM							1	4/25/2023	1
25358041	2815 TEJAS LN LOT 150	F - TRACY HILLS VILLAGE 5 4C- R/3599SQFT W/CA ROOM							1	4/25/2023	1
25358042	2825 TEJAS LN LOT 151	F - TRACY HILLS VILLAGE 5 3B/3533SQFT W/CA ROOM							1	4/10/2023	1
25358043	2835 TEJAS LN LOT 152	F - TRACY HILLS VILLAGE 5 1A- R/2683SQFT W/CA ROOM							1	4/10/2023	1
25358044	2845 TEJAS LN LOT 153	F - TRACY HILLS VILLAGE 5 2C- R/3372SQFT W/CA ROOM							1	3/30/2023	1
25358045	6690 FLAT IRON ST LOT 154	F - TRACY HILLS VILLAGE 5 4A- R/3599SQFT W/CA ROOM							1	3/30/2023	1
25358067	2804 TEJAS LN LOT 176	F - TRACY HILLS VILLAGE 5 3A/3533SQFT W/CA ROOM							1	4/25/2023	1
25358068	2794 TEJAS LN LOT 177	F - TRACY HILLS VILLAGE 5 2D/3372SQFT W/CA ROOM							1	5/11/2023	1

Table A2

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

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			10							11	12	
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			0	0	0	0	0	10	432		442	
25358069	2784 TEJAS LN LOT 178	F - TRACY HILLS VILLAGE 5 4B-R/3599SQFT W/CA ROOM							1	5/11/2023	1	
25358070	2774 TEJAS LN LOT 179	TRACY HILLS VILLAGE 5 3E/3533SQFT W/CA ROOM							1	2/3/2023	1	
25355033	6433 GREYMONT DR	VILLAGE 8/PLAN 4E-R/3136SF & 964 SF NEXT GEN & CA ROOM							1	3/23/2023	1	
25360013	3063 MANTLE DR LOT 114	VILLAGE 8/PLAN 4A/3136SF & 964 SF NEXT GEN & CA ROOM							1	2/7/2023	1	
25360014	3053 MANTLE DR LOT 115	VILLAGE 8/PLAN 2D-R/3773SF W/CA ROOM							1	2/7/2023	1	
25360016	3033 MANTLE DR LOT 117	VILLAGE 8/PLAN 1E/2914SF W/CA ROOM							1	2/16/2023	1	
25360015	3043 MANTLE DR LOT 116	VILLAGE 8/PLAN 3B-R/3919SF W/CA ROOM							1	2/14/2023	1	
25355034	6423 GREYMONT DR LOT 34	VILLAGE 8/PLAN 1A/2914SF W/CA ROOM							1	3/9/2023	1	
25355024	3067 COPLEY DRIVE LOT	VILLAGE 8/PLAN 4B/3136SF & 964 SF NEXT GEN & CA ROOM							1	6/10/2023	1	
25360032	3112 MANTLE DR LOT 133	F - VILLAGE 8/PLAN 2E-R/3773SF W/CA ROOM							1	2/8/2023	1	
25360018	3036 LEEDS LN LOT 119	VILLAGE 8/PLAN 1B/2914SF W/CA ROOM							1	1/12/2023	1	
25360017	3026 LEEDS LN	VILLAGE 8/PLAN 3E-R/3919SF W/CA ROOM							1	1/12/2023	1	

Table A2

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			0	0	0	0	0	10	432		442
25360036	3047 LEEDS LN	VILLAGE 8/PLAN 4C/3136SF & 964 SF NEXT GEN & CA ROOM							1	1/3/2023	1
25360035	3062 MANTLE DR LOT 136	VILLAGE 8/PLAN 1D-R/2914SF W/CA ROOM							1	1/23/2023	1
25361039	5878 LENIN PRIEGO ST LOT 39	VILLAGE 7C LOT 39 PLAN 3B 2313SQ'							1	1/17/2023	1
25364026	1830 ITALIA WY LOT 128	KT HILLVIEW/PLAN 4A/2209SQ'							1	10/27/2023	1
25364024	1802 ITALIA WY LOT 126	KT HILLVIEW/PLAN 4C-R/2209SQ'							1	11/7/2023	1
25364025	1816 ITALIA WY LOT 127	KT HILLVIEW/PLAN 2A-R INT/1878SQ'							1	11/2/2023	1
25364027	1844 ITALIA WY	KT HILLVIEW/PLAN 3C-R/2075SQ'							1	8/24/2023	1
25364028	1860 ITALIA WY LOT 130	KT HILLVIEW/PLAN 1D-R/1723SQ'							1	9/6/2023	1
25364029	1872 ITALIA WY	KT HILLVIEW/PLAN 2B-R INT/1890SQ'							1	8/21/2023	1
25364030	1888 ITALIA WY LOT 132	KT HILLVIEW/PLAN 4E/2209SQ'							1	8/24/2023	1
25364037	1889 ITALIA WY LOT 13	KT HILLVIEW/PLAN 2F-R/1878SQ'							1	7/17/2023	1
25364038	1873 ITALIA WY LOT 140	KT HILLVIEW/PLAN 1E-R/1723SQ'							1	7/20/2023	1
25364039	1859 ITALIA WY LOT 14	KT HILLVIEW/PLAN 4B/2209SQ'							1	7/25/2023	1
25364040	1845 ITALIA WY LOT 142	KT HILLVIEW/PLAN 1C/1723SQ'							1	8/3/2023	1

Table A2

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			0	0	0	0	0	10	432		442
25364041	1831 ITALIA WY LOT 143	KT HILLVIEW/PLAN 3D-R/2075SQ'							1	9/21/2023	1
25364042	1817 ITALIA WY LOT 144	KT HILLVIEW/PLAN 4B-R INT/2209SQ'							1	9/19/2023	1
25364043	1803 ITALIA WY LOT 145	KT HILLVIEW/PLAN 2D/1890SQ'							1	9/20/2023	1
25363002	1804 FRENCH WY LOT 146	KT HILLVIEW/PLAN 4B-R/2209SQ'							1	1/25/2023	1
25363003	1818 FRENCH WY LOT 147	KT HILLVIEW/PLAN 1B-R/1723SQ'							1	1/30/2023	1
25363004	1832 FRENCH WY LOT 148	KT HILLVIEW/PLAN 3F/2075SQ'							1	1/30/2023	1
25363012	1957 EVEREST PL LOT 156	KT HILLVIEW/PLAN 2B-R INT/1890SQ'							1	1/17/2023	1
25363019	1833 FRENCH WY LOT 163	KT HILLVIEW/PLAN 4AY-R/2209SQ'							1	1/19/2023	1
25363020	1819 FRENCH WY LOT 164	KT HILLVIEW/PLAN 3C-R/2075SQ'							1	1/24/2023	1
25363021	1805 FRENCH WY LOT 165	KT HILLVIEW/PLAN 2B/1890SQ'							1	1/24/2023	1
25363047	7020 DIAMOND AVE LOT 191	KT HILLVIEW/PLAN 3B/2075SQ'							1	2/7/2023	1
25363046	7006 DIAMOND AVE LOT 190	KT HILLVIEW/PLAN 1C-R/1723SQ'							1	1/25/2023	1
23313007	111 W HIGHLAND AVE	1198 SQFT MOBILE HOME ADU						1		9/29/2023	1

Table A2

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Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name ⁺	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
			0	0	0	0	0	10	432		442
21443005	286 W CLOVER RD	FIRE REBUILD- 1562SQ' SFD, 366SQ' ADU & 1283SQ' DETACHED SHOP						1		5/24/2023	1
25362055	3367 PAGEANT AVE	VILLAGE 7C LOT 123 PLAN 3B-ALT 2313SQ'							1	1/10/2023	1
25362057	3373 PAGEANT AVE	VILLAGE 7C LOT 124 PLAN 2C-R 2094SQ'							1	1/10/2023	1
25362043	5610 BARDWELL CT	VILLAGE 7C LOT 111 PLAN 3D 2313SQ'							1	9/18/2023	1
25362044	5600 BARDWELL CT	VILLAGE 7C LOT 112 PLAN 2A-R 2094SQ'							1	9/18/2023	1
23229031	1255 WILSON	ADDITION OF 676SQ' ADU						1		5/4/2023	1
25361055	5816 MARKHAM CT	VILLAGE 7C LOT 55 PLAN 3A-ALT 2313SQ'							1	9/7/2023	1
25361056	5806 MARKHAM CT	VILLAGE 7C LOT 56 PLAN 2D-R 2094SQ'							1	9/11/2023	1
25366042	7347 DIAMOND AVE LOT 108	KT HILLVIEW/PLAN 3B-R/2075SQ'							1	1/18/2023	1
25366043	7333 DIAMOND AVE LOT 109	KT HILLVIEW/PLAN 4B INT/2209SQ'							1	1/18/2023	1
25366044	7319 DIAMOND AVE LOT 110	KT HILLVIEW/PLAN 2B INT/1890SQ'							1	1/11/2023	1
25366045	7305 DIAMOND AVE LOT 111	KT HILLVIEW/PLAN 1F-R/1723SQ'							1	1/12/2023	1
25366046	7291 DIAMOND AVE LOT 112	KT HILLVIEW/PLAN 3C/2075SQ'							1	1/11/2023	1
25366036	1780 JADE PL LOT 102	KT HILLVIEW/PLAN 1F-R/1723SQ'							1	3/4/2023	1

Table A2

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

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			0	0	0	0	0	10	432		442
25366037	1788 JADE PL LOT 103	KT HILLVIEW/PLAN 3B/2075SQ'							1	3/6/2023	1
25364059	1797 JADE PL LOT 210	KT HILLVIEW/PLAN 4B-R/2209SQ'							1	3/8/2023	1
25364060	1789 JADE PL LOT 211	KT HILLVIEW/PLAN 1E/1723SQ'							1	2/16/2023	1
25364061	1781 JADE PL LOT 212	KT HILLVIEW/PLAN 2B-R INT/1890SQ'							1	2/21/2023	1
25364062	1773 JADE PL LOT 213	KT HILLVIEW/PLAN 4A INT/2209SQ'							1	2/21/2023	1
25364010	1757 JADE PL LOT 11	KT HILLVIEW/PLAN 1D/1723SQ'							1	9/28/2023	1
25364011	1749 JADE PL LOT 12	KT HILLVIEW/PLAN 2A-R INT/1878SQ'							1	9/29/2023	1
25366033	1756 JADE PL LOT 99	KT HILLVIEW/PLAN 1C/1723SQ'							1	10/13/2023	1
25366034	1764 JADE PL LOT 100	KT HILLVIEW/PLAN 4B-R INT/2209SQ'							1	10/27/2023	1
25366035	1772 JADE PL LOT 101	KT HILLVIEW/PLAN 3D/2075SQ'							1	10/25/2023	1
25364063	1765 JADE PL LOT 214	KT HILLVIEW/PLAN 3C-R/2075SQ'							1	10/4/2023	1
25364012	1741 JADE PL LOT 13	KT HILLVIEW/PLAN 4A INT/2209SQ'							1	11/8/2023	1
25364013	1733 JADE PL LOT 14	KT HILLVIEW/PLAN 3E-R/2075SQ'							1	11/8/2023	1
25364014	1725 JADE PL LOT 15	KT HILLVIEW/PLAN 1B/1723SQ'							1	11/8/2023	1

Table A2

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			0	0	0	0	0	10	432		442
25365050	1732 JADE PL	KT HILLVIEW/PLAN 2B-R INT/1890SQ'							1	11/21/2023	1
25366031	1740 JADE PL LOT 97	KT HILLVIEW/PLAN 1F/1723SQ'							1	11/16/2023	1
25366032	1748 JADE PL	KT HILLVIEW/PLAN 3A-R/2075SQ'							1	11/21/2023	1
23341037	311 ACACIA ST	494 SQ FT ADU AND 148 SQ FT PERGOLA						1		12/19/2023	1
25361065	5845 MARKHAM CT	VILLAGE 7C LOT 65 PLAN 2D 2094SQ'							1	9/7/2023	1
25361066	5855 MARKHAM CT	VILLAGE 7C LOT 66 PLAN 1A 1867SQ'							1	9/11/2023	1
25361061	5805 MARKHAM CT	VILLAGE 7C LOT 61 PLAN 2A 2094SQ'							1	10/10/2023	1
25361062	5815 MARKHAM CT	VILLAGE 7C LOT 62PLAN 3D-R 2313SQ'							1	10/10/2023	1
25361063	5825 MARKHAM CT	VILLAGE 7C LOT 63 PLAN 1C-R 1867SQ'							1	10/5/2023	1
25361064	5835 MARKHAM CT	VILLAGE 7C LOT 64 PLAN 3B-R 2313SQ'							1	10/10/2023	1
25361057	5796 MARKHAM CT	VILLAGE 7C LOT 57PLAN 2C 2094SQ'							1	11/7/2023	1
25361058	5786 MARKHAM CT	VILLAGE 7C LOT 58PLAN 1B 1867SQ'							1	11/16/2023	1
25361059	5785 MARKHAM CT	VILLAGE 7C LOT 59 PLAN 1A-R 1867SQ'							1	11/7/2023	1
25361060	5795 MARKHAM CT	VILLAGE 7C LOT 60 PLAN 3D-R 2313SQ'							1	11/1/2023	1

Table A2

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			0	0	0	0	0	10	432		442	
24633062	230 DEBORD DRIVE LOT 12	LARKSPUR IV - 1883 SQ FT - ELEVATION D									0	
24633063	240 DEBORD DRIVE LOT 13	LARKSPUR IV - 2441 SQ FT - ELEVATION A									0	
24631008	2110 BENTLEY LANE LOT 8	LARKSPUR I - 2441 SQ FT - ELEVATION A									0	
25134031	3527 SINGH LN LOT 30	9A PARKLIN/PLAN 2E/2278SQ'							1	1/30/2023	1	
25134033	3539 SINGH LN LOT 31	9A PARKLIN/PLAN 4A-R/2688SQ'							1	1/20/2023	1	
25134036	3551 SINGH LN LOT 32	9A PARKLIN/PLAN 1E/2173SQ'							1	1/19/2023	1	
25134038	3563 SINGH LN LOT 33	9A PARKLIN/PLAN 3D/2477SQ'							1	1/18/2023	1	
25134039	5304 KUSNICK AVE LOT 34	9A PARKLIN/PLAN 1D-R/2173SQ'							1	1/19/2023	1	
25134040	5322 KUSNICK AVE LOT 35	9A PARKLIN/PLAN 4E/2688SQ'							1	1/18/2023	1	
25134041	5340 KUSNICK AVE LOT 36	9A PARKLIN/PLAN 2A-R/2278SQ'							1	1/18/2023	1	
25134042	5358 KUSNICK AVE LOT 37	9A PARKLIN/PLAN 3B/2477SQ'							1	1/18/2023	1	
25134026	3479 SINGH LN LOT 26	9A PARKLIN/PLAN 4B/2688SQ'							1	2/9/2023	1	
25134027	3491 SINGH LN LOT 27	9A PARKLIN/PLAN 1A-R/2173SQ'							1	2/3/2023	1	
25134028	3503 SINGH LN LOT 28	9A PARKLIN/PLAN 4D/2688SQ'							1	1/19/2023	1	
25134029	3515 SINGH LN LOT 29	9A PARKLIN/PLAN 3B-R/2477SQ'							1	1/19/2023	1	
25134043	5393 DUSTIN PL LOT 38	9A PARKLIN/PLAN 1B-R/2173SQ'							1	3/1/2023	1	
25134044	5375 DUSTIN PL LOT 39	9A PARKLIN/PLAN 2E/2278SQ'							1	3/3/2023	1	
25134045	5357 DUSTIN PL LOT 40	9A PARKLIN/PLAN 4D-R/2688SQ'							1	2/9/2023	1	
25134046	5339 DUSTIN PL LOT 41	9A PARKLIN/PLAN 3A/2477SQ'							1	2/7/2023	1	
25134047	5338 DUSTIN PL LOT 42	9A PARKLIN/PLAN 2E-R/2278SQ'							1	2/8/2023	1	

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			0	0	0	0	0	10	432		442	
25134048	5356 DUSTIN PL LOT 43	9A PARKLIN/PLAN 1B/2173SQ'							1	2/8/2023	1	
25134049	5374 DUSTIN PL LOT 44	9A PARKLIN/PLAN 4A-R/2688SQ'							1	3/3/2023	1	
25134050	5392 DUSTIN PL LOT 45	9A PARKLIN/PLAN 3E/2477SQ'							1	3/6/2023	1	
25134022	5418 ARIEL LN LOT 22	9A PARKLIN/PLAN 2B/2278SQ'							1	9/20/2023	1	
25134023	5400 ARIEL LN LOT 23	9A PARKLIN/PLAN 1A/2173SQ'							1	9/18/2023	1	
25134024	3455 SINGH LN LOT 24	9A PARKLIN/PLAN 2D/2278SQ'							1	9/6/2023	1	
25134025	3467 SINGH LN LOT 25	9A PARKLIN/PLAN 3E-R/2477SQ'							1	9/6/2023	1	
25134055	3506 CORSICA ST LOT 50	9A PARKLIN/PLAN 3B-R/2477SQ'							1	7/21/2023	1	
25134056	3518 CORSICA ST LOT 51	9A PARKLIN/PLAN 4D-R/2688SQ'							1	7/18/2023	1	
25134057	3530 CORSICA ST LOT 52	9A PARKLIN/PLAN 1A/2173SQ'							1	7/11/2023	1	
25134058	3542 CORSICA ST LOT 53	9A PARKLIN/PLAN 3D-R/2477SQ'							1	7/10/2023	1	
25134059	3554 CORSICA ST LOT 54	9A PARKLIN/PLAN 2D/2278SQ'							1	7/10/2023	1	
25134060	3566 CORSICA ST LOT 55	9A PARKLIN/PLAN 1E-R/2173SQ'							1	3/27/2023	1	
25134061	3578 CORSICA ST LOT 56	9A PARKLIN/PLAN 4B/2688SQ'							1	3/29/2023	1	
25134062	3590 CORSICA ST LOT 57	9A PARKLIN/PLAN 3A-R/2477SQ'							1	3/27/2023	1	
25134063	3602 CORSICA ST LOT 58	9A PARKLIN/PLAN 1D/2173SQ'							1	3/20/2023	1	
25134064	3614 CORSICA ST LOT 59	9A PARKLIN/PLAN 2B/2278SQ'							1	3/21/2023	1	
25134012	3522 BARTON ST LOT 12	9A PARKLIN/PLAN 3D/2477SQ'							1	12/26/2023	1	
25134013	5580 ARIEL LN LOT 13	9A PARKLIN/PLAN 2E/2278SQ'							1	12/26/2023	1	
25134014	5562 ARIEL LN LOT 14	9A PARKLIN/PLAN 1D/2173SQ'							1	11/21/2023	1	
25134015	5544 ARIEL LN	9A PARKLIN/PLAN 2A/2278SQ'							1	11/15/2023	1	
25134016	5526 ARIEL LN LOT 16	9A PARKLIN/PLAN 3E-R/2477SQ'							1	11/15/2023	1	

Table A2

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			0	0	0	0	0	10	432		442	
25134017	5508 ARIEL LN LOT 17	9A PARKLIN/PLAN 4D/2688SQ'							1	11/6/2023		1
25134018	5490 ARIEL LN LOT 18	9A PARKLIN/PLAN 2B-R/2278SQ'							1	10/30/2023		1
25134019	5472 ARIEL LN LOT 19	9A PARKLIN/PLAN 1E/2173SQ'							1	10/19/2023		1
25134020	5454 ARIEL LN LOT 20	9A PARKLIN/PLAN 3A-R/2477SQ'							1	10/19/2023		1
25134021	5436 ARIEL LN LOT 21	9A PARKLIN/PLAN 4E/2688SQ'							1	10/11/2023		1
25134051	5471 ARIEL LN LOT 46	9A PARKLIN/PLAN 1D-R/2173SQ'							1	10/11/2023		1
25134052	5453 ARIEL LN LOT 47	9A PARKLIN/PLAN 2A-R/2278SQ'							1	10/3/2023		1
25134053	5435 ARIEL LN LOT 48	9A PARKLIN/PLAN 4B/2688SQ'							1	10/3/2023		1
25134054	5417 ARIEL LN LOT 49	9A PARKLIN/PLAN 3D/2477SQ'							1	10/2/2023		1
25135005	5359 KUSNICK AVE LOT 74	9B SUNHAVEN/PLAN 3B-R/3269SQ'							1	2/15/2023		1
25135006	5341 KUSNICK AVE LOT 75	9B SUNHAVEN/PLAN 1F/2502SQ'							1	2/15/2023		1
25135007	5323 KUSNICK AVE LOT 76	9B SUNHAVEN/PLAN 4B-R/3543SQ'							1	1/24/2023		1
25135008	5305 KUSNICK AVE LOT 77	9B SUNHAVEN/PLAN 2C/3196SQ'							1	1/26/2023		1
25135009	3575 SINGH LN LOT 78	9B SUNHAVEN/PLAN 2A-R/3196SQ'							1	2/6/2023		1
25135010	3587 SINGH LN LOT 79	9B SUNHAVEN/PLAN 1F/2502SQ'							1	1/12/2023		1
25135011	3599 SINGH LN LOT 80	9B SUNHAVEN/PLAN 4C-R/3543SQ'							1	1/30/2023		1
25135012	3611 SINGH LN LOT 81	9B SUNHAVEN/PLAN 3A/3269SQ'							1	2/7/2023		1

Table A2

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			0	0	0	0	0	10	432		442
25135013	3623 SINGH LN LOT 82	9B SUNHAVEN/PLAN 4A-R/3543SQ'							1	2/15/2023	1
25135014	3635 SINGH LN LOT 83	9B SUNHAVEN/PLAN 2B/3196SQ'							1	1/26/2023	1
25135015	3647 SINGH LN LOT 84	9B SUNHAVEN/PLAN 1C-R/2502SQ'							1	2/22/2023	1
25135016	3659 SINGH LN LOT 85	9B SUNHAVEN/PLAN 4A/3543SQ'							1	2/22/2023	1
25135040	5378 GATLIN DR LOT 109	9B SUNHAVEN/PLAN 1C/2502SQ'							1	3/8/2023	1
25135041	5360 GATLIN DR LOT 110	9B SUNHAVEN/PLAN 4B-R/3543SQ'							1	2/21/2023	1
25135042	5342 GATLIN DR LOT 111	9B SUNHAVEN/PLAN 2F/3196SQ'							1	2/16/2023	1
25135043	5324 GATLIN DR LOT 112	9B SUNHAVEN/PLAN 3A-R/3269SQ'							1	2/23/2023	1
25135044	5306 GATLIN DR LOT 113	9B SUNHAVEN/PLAN 1B-R/2502SQ'							1	2/13/2023	1
25135047	3660 SINGH LN LOT 114	9B SUNHAVEN/PLAN 2C-R/3196SQ'							1	2/21/2023	1
25135048	5343 GATLIN DR LOT 115	9B SUNHAVEN/PLAN 4A/3543SQ'							1	3/14/2023	1
25135049	5361 GATLIN DR LOT 116	9B SUNHAVEN/PLAN 3B/3269SQ'							1	3/8/2023	1
25135050	5379 GATLIN DR LOT 117	9B SUNHAVEN/PLAN 2A-R/3196SQ'							1	3/6/2023	1
25135033	3714 BARTON ST LOT 102	9B SUNHAVEN/PLAN 4B-R/3543SQ'							1	5/9/2023	1

Table A2

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			0	0	0	0	0	10	432		442
25135034	3702 BARTON ST LOT 103	9B SUNHAVEN/PLAN 3C/3269SQ'							1	4/26/2023	1
25135035	3690 BARTON ST LOT 104	9B SUNHAVEN/PLAN 2F/3196SQ'							1	4/14/2023	1
25135036	3678 BARTON ST LOT 105	9B SUNHAVEN/PLAN 3F-R/3269SQ'							1	4/12/2023	1
25135037	3666 BARTON ST LOT 106	9B SUNHAVEN/PLAN 1C-R/2502SQ'							1	4/14/2023	1
25135038	5414 GATLIN DR LOT 107	9B SUNHAVEN/PLAN 2B/3196SQ'							1	3/6/2023	1
25135039	5396 GATLIN DR LOT 108	9B SUNHAVEN/PLAN 3F-R/3269SQ'							1	3/13/2023	1
25135051	5397 GATLIN DR LOT 118	9B SUNHAVEN/PLAN 4C/3543SQ'							1	3/28/2023	1
25135052	5415 GATLIN DR LOT 119	9B SUNHAVEN/PLAN 1A-R/2502SQ'							1	3/23/2023	1
25135027	3786 BARTON ST LOT 96	9B SUNHAVEN/PLAN 2B-R/3196SQ'							1	10/4/2023	1
25135028	3774 BARTON ST LOT 97	9B SUNHAVEN/PLAN 1A/2502SQ'							1	10/13/2023	1
25135029	3762 BARTON ST LOT 98	9B SUNHAVEN/PLAN 3F-R/3269SQ'							1	10/4/2023	1
25135030	3750 BARTON ST	9B SUNHAVEN/PLAN 1B/2502SQ'							1	7/31/2023	1
25135031	3738 BARTON ST LOT 100	9B SUNHAVEN/PLAN 4F-R/3543SQ'							1	7/21/2023	1
25135032	3726 BARTON ST	9B SUNHAVEN/PLAN 2A/3196SQ'							1	7/21/2023	1

Table A2

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			0	0	0	0	0	10	432		442
24829055	2881 PEBBLEBROOKE LOT 55	3,734 SQ FT SINGLE FAMILY HOME							1	8/10/2023	1
25136039	3747 JUNEFIELD AVENUE LOT 39	1F-GREENWOOD VILLAGE 10C/PLAN 1D-R/2452SF							1	12/27/2023	1
25136040	3759 JUNEFIELD ST LOT 40	GREENWOOD VILLAGE 10C/PLAN 3B/2700SF							1	11/16/2023	1
25136005	3838 NEEDHAM ST LOT 5	GREENWOOD VILLAGE 10C/PLAN 4D/2869SQSF/NEXT GEN							1	6/9/2023	1
25136006	3850 NEEDHAM STREET LOT 6	GREENWOOD VILLAGE 10C/PLAN 1B-R/2452SF							1	6/16/2023	1
25136007	3862 NEEDHAM ST LOT 7	GREENWOOD VILLAGE 10C/PLAN 3C/2700SF							1	6/20/2023	1
25136008	3874 NEEDHAM STREET LOT 8	GREENWOOD VILLAGE 10C/PLAN 2C-R/2580SQSF							1	6/16/2023	1
25136009	3886 NEEDHAM STREET LOT 9	GREENWOOD VILLAGE 10C/PLAN 3D/2700SF							1	6/16/2023	1
25136010	3898 NEEDHAM STREET LOT 10	GREENWOOD VILLAGE 10C/PLAN 4B-R/2869SQSF/NEXT GEN							1	6/16/2023	1
25136011	3910 NEEDHAM STREET LOT 11	GREENWOOD VILLAGE 10C/PLAN 2A/2580SQSF							1	6/16/2023	1

Table A2

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			0	0	0	0	0	10	432		442
25136012	3922 NEEDHAM STREET LOT 12	GREENWOOD VILLAGE 10C/PLAN 1E-R/2452SF							1	6/16/2023	1
25136029	5460 POSNER AVE LOT 29	GREENWOOD VILLAGE 10C/PLAN 4C-R/2869SQSF/NEXT GEN							1	8/24/2023	1
25136030	5478 POSNER AVENUE	GREENWOOD VILLAGE 10C/PLAN 3B-R/2700SF							1	6/16/2023	1
25136031	5496 POSNER AVENUE	GREENWOOD VILLAGE 10C/PLAN 2D-R/2580SQSF							1	6/16/2023	1
25136032	5514 POSNER AVE LOT 32	GREENWOOD VILLAGE 10C/PLAN 1A-R/2452SF							1	6/12/2023	1
25136033	5548 POSNER AVENUE LOT 33	GREENWOOD VILLAGE 10C/PLAN 4E-R/2869SQSF/NEXT GEN							1	6/12/2023	1
25136033	5566 POSNER AV LOT 34	GREENWOOD VILLAGE 10C/PLAN 1C-R/2452SF							1	6/15/2023	1
25136035	5584 POSNER AVE	GREENWOOD VILLAGE 10C/PLAN 2B/2580SQSF							1	6/9/2023	1
25136041	3771 JUNEFIELD ST LOT 41	GREENWOOD VILLAGE 10C/PLAN 4D-R/2869SQSF/NEXT GEN							1	11/16/2023	1
25136042	3783 JUNEFIELD ST	GREENWOOD VILLAGE 10C/PLAN 1C/2452SF							1	11/14/2023	1

Table A2

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

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
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			0	0	0	0	0	10	432		442
25136043	3795 JUNEFIELD PL LOT 43	GREENWOOD VILLAGE 10C/PLAN 2B/2580SQSF							1	11/9/2023	1
25136044	3807 JUNEFIELD ST LOT 44	GREENWOOD VILLAGE 10C/PLAN 3C-R/2700SF							1	11/14/2023	1
25136045	3819 JUNEFIELD ST	GREENWOOD VILLAGE 10C/PLAN 4E/2869SQSF/NEXT GEN							1	8/21/2023	1
25136046	5441 POSNER AVE LOT 46	GREENWOOD VILLAGE 10C/PLAN 1D-R/2452SF							1	8/30/2023	1
25136047	5459 POSNER AVE LOT 47	GREENWOOD VILLAGE 10C/PLAN 3E/2700SF							1	8/22/2023	1
25136048	5477 POSNER AVENUE	GREENWOOD VILLAGE 10C/PLAN 1E/2452SF							1	6/14/2023	1
25136049	5495 POSNER AV LOT 49	GREENWOOD VILLAGE 10C/PLAN 2C/2580SQSF							1	6/20/2023	1
25136050	5513 POSNER AVENUE	GREENWOOD VILLAGE 10C/PLAN 4D/2869SQSF/NEXT GEN							1	6/14/2023	1
25136051	5531 POSNER AVENUE LOT 51	GREENWOOD VILLAGE 10C/PLAN 1B/2452SF							1	6/12/2023	1
25136052	5549 POSNER AVE LOT 52	GREENWOOD VILLAGE 10C/PLAN 2D/2580SQSF							1	6/12/2023	1

Table A2

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			0	0	0	0	0	10	432		442
25136053	5567 POSNER AVE LOT 53	GREENWOOD VILLAGE 10C/PLAN 3C/2700SF							1	6/9/2023	1
25136054	5585 POSNER AV LOT 54	GREENWOOD VILLAGE 10C/PLAN 4C-R/2869SQSF/NEXT GEN							1	6/9/2023	1
25138001	3934 NEEDHAM ST LOT 1	FAIRGROVE VILLAGE 11/PLAN 3A/2287SF							1	6/21/2023	1
25138002	3946 NEEDHAM ST LOT 2	FAIRGROVE VILLAGE 11/PLAN 4E-R/2416SF							1	6/20/2023	1
25138003	3958 NEEDHAM ST LOT 3	FAIRGROVE VILLAGE 11/PLAN 2D/2140SF							1	6/21/2023	1
25138004	3970 NEEDHAM ST LOT 4	FAIRGROVE VILLAGE 11/PLAN 1A-R/1945SF							1	6/20/2023	1
25138005	3982 NEEDHAM ST LOT 5	FAIRGROVE VILLAGE 11/PLAN 3D/2287SF							1	6/20/2023	1
25138006	3994 NEEDHAM STREET LOT	FAIRGROVE VILLAGE 11/PLAN 4A/2416SF							1	6/20/2023	1
25138007	5461 SANTINI LN LOT 7	FAIRGROVE VILLAGE 11/PLAN 1E/1945SF							1	6/20/2023	1
25138008	5443 SANTINI LN LOT 8	FAIRGROVE VILLAGE 11/PLAN 2A/2140SF							1	6/20/2023	1
25138009	5425 SANTINI LN LOT 9	FAIRGROVE VILLAGE 11/PLAN 3E/2287SF							1	6/20/2023	1
25138010	5407 SANTINI LANE LOT 10	FAIRGROVE VILLAGE 11/PLAN 4D/2416SF							1	6/20/2023	1
25138011	5389 SANTINI LANE LOT 11	FAIRGROVE VILLAGE 11/PLAN 1C/1945SF							1	6/20/2023	1

Table A2

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			0	0	0	0	0	10	432		442
25138012	5371 SANTINI LN LOT 12	FAIRGROVE VILLAGE 11/PLAN 2E/2140SF							1	6/22/2023	1
25138013	5353 SANTINI LN LOT 13	FAIRGROVE VILLAGE 11/PLAN 3C/2287SF							1	10/31/2023	1
25138014	3889 TELLURIDE ST LOT 14	FAIRGROVE VILLAGE 11/PLAN 2E-R/2140SF							1	10/24/2023	1
25138015	3877 TELLURIDE AV LOT 15	FAIRGROVE VILLAGE 11/PLAN 1D-R/1945SF							1	10/19/2023	1
25138016	3865 TELLURIDE ST LOT 16	FAIRGROVE VILLAGE 11/PLAN 3B/2287SF							1	10/19/2023	1
25138019	3829 TELLURIDE AVENUE LOT 19	FAIRGROVE VILLAGE 11/PLAN 1B-R/1945SF MODEL HOME							1	1/25/2023	1
25138020	3817 TELLURIDE AVENUE LOT 20	FAIRGROVE VILLAGE 11/PLAN 3D/2287SF MODEL HOME							1	1/25/2023	1
25138027	3876 TELLURIDE ST LOT 27	FAIRGROVE VILLAGE 11/PLAN 4A/2416SF							1	10/27/2023	1
25138028	3915 RENTON PL LOT 28	F1-FAIRGROVE VILLAGE 11/PLAN 3A-R/2287SF							1	7/26/2023	1
25138029	3903 RENTON PL LOT 29	F1-FAIRGROVE VILLAGE 11/PLAN 2C/2140SF							1	8/2/2023	1
25138030	3891 RENTON PL	1F-FAIRGROVE VILLAGE 11/PLAN 4B-R/2416SF							1	8/16/2023	1
25138031	3879 RENTON PL LOT 31	1F - FAIRGROVE VILLAGE 11/PLAN 3C/2287SF							1	8/4/2023	1
25138032	3867 RENTON PL	FAIRGROVE VILLAGE 11/PLAN 1B-R/1945SF							1	9/12/2023	1

Table A2

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			0	0	0	0	0	10	432		442
25138033	3855 RENTON PL	FAIRGROVE VILLAGE 11/PLAN 2A/2140SF							1	9/11/2023	1
25138034	3854 RENTON PL	FAIRGROVE VILLAGE 11/PLAN 4C-R/2416SF							1	9/11/2023	1
25138035	3866 RENTON PL	FAIRGROVE VILLAGE 11/PLAN 3E/2287SF							1	9/11/2023	1
25138036	3878 RENTON PL LOT 36	1F-FAIRGROVE VILLAGE 11/PLAN 2D-R/2140SF							1	8/8/2023	1
25138037	3890 RENTON PL LOT 37	1F-FAIRGROVE VILLAGE 11/PLAN 1D/1945SF							1	8/9/2023	1
25138038	3902 RENTON PL LOT 38	F1 - FAIRGROVE VILLAGE 11/PLAN 3B-R/2287SF							1	7/25/2023	1
25138039	3914 RENTON PL LOT 39	F1-FAIRGROVE VILLAGE 11/PLAN 1A/1945SF							1	7/20/2023	1
25138040	3993 NEEDHAM ST LOT 40	FAIRGROVE VILLAGE 11/PLAN 4B-R/2416SF							1	6/20/2023	1
25138041	3981 NEEDHAM ST LOT 41	FAIRGROVE VILLAGE 11/PLAN 2E/2140SF							1	6/21/2023	1
25138042	3969 NEEDHAM ST LOT 42	FAIRGROVE VILLAGE 11/PLAN 4D-R/2416SF							1	6/21/2023	1
25138043	3957 NEEDHAM ST LOT 43	FAIRGROVE VILLAGE 11/PLAN 3E/2287SF							1	6/21/2023	1
25138044	3945 NEEDHAM STREET LOT 44	FAIRGROVE VILLAGE 11/PLAN 2C-R/2140SF							1	6/20/2023	1
25138045	3933 NEEDHAM ST LOT 45	FAIRGROVE VILLAGE 11/PLAN 1E/1945SF							1	6/21/2023	1

Table A2

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			0	0	0	0	0	10	432		442
23513043	4 S CENTRAL AV	GARAGE CONVERSION TO 497 SQ FT ADU ONE BED ONE BATH						1		7/18/2023	1
24084030	3062 NEIL JEROME DRIVE LOT 161	HARTWELL/PLAN 12B-R/3914 SQFT W/ CA ROOM MULTI-GEN SUITE							1	1/24/2023	1
24082021	3113 NEIL JEROME DRIVE LOT 175	TOWNSEND/PLAN 4A-R/2587 SQ' W/ CA ROOM							1	1/11/2023	1
24609016	2031 VILLAGE DR	CODE CASE: GARAGE CONVERSION TO 528 SQ' ADU									0
23208210	1860 ALEGRE DR	GARAGE CONVERSION TO 486 SQ FT ADU							1	4/28/2023	1
24082059	3028 ELLIS TOWN DRIVE LOT 213	TOWNSEND/PLAN 2C/2246 SQ'							1	1/18/2023	1
24082061	3038 ELLIS TOWN DRIVE LOT 215	TOWNSEND/PLAN 3D/2411 SQ' W/ CA ROOM							1	3/9/2023	1
24082026	3063 NEIL JEROME DR LOT 180	TOWNSEND/PLAN 4D-R/3260 SQ' W/ 2/1 BAY GARAGE, MULTI & CA RM							1	1/3/2023	1
24082030	3023 NEIL JEROME DRIVE LOT 184	TOWNSEND/PLAN 2B-R/2919 SQ' CA ROOM, MULTIGEN, 2/1BAY GARAGE							1	1/31/2023	1
24082031	3013 NEIL JEROME DRIVE LOT 185	TOWNSEND/PLAN 1A/2107 SQ' W/ CA ROOM							1	1/26/2023	1
24082032	3003 NEIL JEROME DRIVE LOT 186	TOWNSEND/PLAN 2B-R/2246 SQ' W/ CA ROOM							1	1/31/2023	1
24082033	2993 NEIL JEROME DRIVE LOT 187	TOWNSEND/PLAN 4E/3260 SQ' W/ 2/1 BAY GARAGE, MULTI & CA RM							1	1/26/2023	1

Table A2

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			0	0	0	0	0	10	432		442	
24082034	2983 NEIL JEROME DRIVE LOT 188	TOWNSEND/PLAN 1D-R/2780 SQ' W/ 2/1 BAY GRGE & MULTIG & CA RM							1	2/16/2023	1	
24082035	2973 NEIL JEROME DRIVE LOT 189	TOWNSEND/PLAN 2B/2246 SQ'							1	2/22/2023	1	
24082036	2963 NEIL JEROME DRIVE LOT 190	TOWNSEND/PLAN 3D-R/2411 SQ'							1	2/22/2023	1	
24082037	2953 NEIL JEROME DRIVE LOT 191	TOWNSEND/PLAN 4D/2587SQ' W/ CA ROOM							1	2/28/2023	1	
24082038	2943 NEIL JEROME DRIVE LOT 192	TOWNSEND/PLAN 3B-R/2880 SQ' W/ MULTIGEN							1	3/1/2023	1	
24082039	2933 NEIL JEROME DRIVE LOT 193	TOWNSEND/PLAN 1A/2780 SQ' W/ 2/1 BAY GARAGE & MULTIGEN							1	3/15/2023	1	
24082040	2923 NEIL JEROME DRIVE LOT 194	TOWNSEND/PLAN 2C/2246 SQ' W/ CA ROOM							1	3/9/2023	1	
23502519	580 W TENTH ST	GARAGE CONVERSION TO 580 SQ FT ADU									0	
24082001	3061 RIO GRANDE DR LOT 138	KINBRIDGE/PLAN 7B-R/3007 SQ FT W/ CA RM, BONUS RM @ 2ND FL							1	4/5/2023	1	
24082002	3051 RIO GRANDE DR LOT 139	KINBRIDGE/PLAN 6C/2611 SQ FT W/ CA ROOM							1	4/19/2023	1	
24082003	3041 RIO GRANDE DR LOT 140	KINBRIDGE/PLAN 5A-R/2382 SQ FT W/ CA ROOM							1	4/19/2023	1	
24082004	3031 RIO GRANDE DR LOT 141	KINBRIDGE/PLAN 8B/2894 SQ FT W/ CA RM, MULTIGEN & LOFT							1	4/18/2023	1	

Table A2

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			0	0	0	0	0	10	432		442
24082005	3021 RIO GRANDE DR LOT 142	KINBRIDGE/PLAN 7A-R/3007 SQ FT W/ CA RM, BONUS RM @ 2ND FL							1	4/19/2023	1
24082007	3001 RIO GRANDE DR LOT 144	KINBRIDGE/PLAN 5B-R/2628 SQ FT W/ CA ROOM & 5TH BEDROOM							1	4/18/2023	1
24082010	2971 RIO GRANDE DR LOT 147	KINBRIDGE/PLAN 6A-R/2611 SQ FT W/ CA ROOM							1	4/19/2023	1
23308415	1350 N BESSIE AV	GARAGE CONVERSION TO 600' ADU						1		3/23/2023	1
24403015	3450 CORRAL HOLLOW	NEW 1,183SQ' MANUFACTURED ADU							1	10/24/2023	1
24082041	2938 ELLIS TOWN DR LOT 195	TOWNSEND/PLAN 2A-R/2919 SQ' W/ CA ROOM & MULTI-GEN							1	4/19/2023	1
24082042	2944 ELLIS TOWN DR LOT 196	TOWNSEND/PLAN 3B-R/3084 SQ' W/ 2BAY/1BAY MULTIGEN & CA ROOM							1	4/14/2023	1
24082043	2948 ELLIS TOWN DR LOT 197	TOWNSEND/PLAN 4D/3260 SQ' W/ CA ROOM AT 3BAY, MULTIGEN							1	4/14/2023	1
24082044	2954 ELLIS TOWN DR LOT 198	TOWNSEND/PLAN 1D-R/2780 SQ' W/ CA ROOM W/ MULTI-GEN							1	3/30/2023	1
24082045	2958 ELLIS TOWN DR LOT 199	TOWNSEND/PLAN 4A/2587 SQ'							1	4/6/2023	1
24082046	2964 ELLIS TOWN DR LOT 200	TOWNSEND/PLAN 3B-R/2411 SQ' W/ CA ROOM							1	4/5/2023	1

Table A2

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			0	0	0	0	0	10	432		442	
24082047	2968 ELLIS TOWN DR LOT 201	TOWNSEND/PLAN 2C/2919 SQ' W/ MULTIGEN AT 2BAY/1BAY							1	3/29/2023	1	
24082048	2974 ELLIS TOWN DR LOT 202	TOWNSEND/PLAN 1A-R/2780 SQ' W/ MULTIGEN AT 2BAY/1BAY							1	3/28/2023	1	
24082049	2978 ELLIS TOWN DR LOT 203	TOWNSEND/PLAN 3D/3084 SQ' W/ CA ROOM, MULTIGEN							1	3/29/2023	1	
24082050	2984 ELLIS TOWN DR LOT 204	TOWNSEND/PLAN 2B-R/2919SQ' W/ CA ROOM & MULTI-GEN							1	4/4/2023	1	
24082051	2988 ELLIS TOWN DR LOT 205	TOWNSEND/PLAN 4E/3056 SQ' W/ MUTLIGEN AT 2BAY							1	3/23/2023	1	
24081007	3128 JAKE ST LOT 50	HARTWELL/PLAN 10B/3774 SQFT W/ MULTIGEN							1	3/23/2023	1	
24081008	3138 JAKE ST LOT 51	HARTWELL/PLAN 11C-R/3564SQFT W/ CA RM W/OPT DECK & MULTI-GEN							1	3/17/2023	1	
24081009	3148 JAKE ST LOT 52	HARTWELL/PLAN 12B/3914 SQFT W/ OPT CA RM, DECK, MULTIGEN							1	3/20/2023	1	
24081010	3158 JAKE ST LOT 53	HARTWELL/PLAN 9C-R/3034 SQFT W/ OPT 2ND FLOOR							1	4/27/2023	1	
24081051	3159 JAKE ST LOT 109	HARTWELL/PLAN 12A/3914 SQFT W/ OPT CA RM, MULTIGEN							1	4/27/2023	1	
24081055	3110 RIO GRANDE DR LOT 113	HARTWELL/PLAN 12B/3733 SQFT W/ CA ROOM W/ DECK							1	3/16/2023	1	

Table A2

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			0	0	0	0	0	10	432		442	
24081001	4398 TURNER AVE LOT 44	KINBRIDGE/PLAN 6A-R/2611 SQ FT W/ CA ROOM & LOFT @ 2ND FL							1	9/7/2023	1	
24081002	4418 TURNER AVE LOT 45	KINBRIDGE/PLAN 5B/2382 SQ FT W/ CA ROOM							1	9/7/2023	1	
24081003	4438 TURNER AVE LOT 46	KINBRIDGE/PLAN 6C-R/2611 SQ FT W/ CA ROOM							1	9/11/2023	1	
24081004	4458 TURNER AVE LOT 47	KINBRIDGE/PLAN 7B/3007 SQ FT W/ CA RM, BONUS RM @ 2ND FL							1	9/11/2023	1	
24081005	3108 JAKE ST LOT 48	KINBRIDGE/PLAN 8A-R/2894SQ FT W/ CA RM, LOFT @ 2 FL							1	9/12/2023	1	
24081006	3118 JAKE ST LOT 49	KINBRIDGE/PLAN 5D/2382 SQ FT W/ CA ROOM							1	9/13/2023	1	
24081052	3149 JAKE ST LOT 110	KINBRIDGE/PLAN 7A/3007 SQ FT W/ CA RM, BONUS RM @ 2ND FL							1	9/21/2023	1	
24081053	3139 JAKE ST LOT 111	KINBRIDGE/PLAN 6B-R/2611 SQFT							1	9/19/2023	1	
24081054	3129 JAKE ST LOT 112	KINBRIDGE/PLAN 5A/2382 SQ FT W/ CA ROOM							1	9/20/2023	1	
24081011	3168 JAKE ST LOT 54	HARTWELL/PLAN 10A/3231 SQFT W/CA ROOM							1	6/28/2023	1	
24081012	3178 JAKE ST LOT 55	HARTWELL/PLAN 11-R/3376' FT W/MULTI GEN & CA ROOM							1	7/3/2023	1	
24081013	3188 JAKE ST LOT 56	HARTWELL/PLAN 12B/3733 SQFT W/ CA ROOM							1	5/5/2023	1	
24081014	3198 JAKE ST LOT 57	HARTWELL/PLAN 9A-R/2297 SQFT W/ CA ROOM							1	6/14/2023	1	

Table A2

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			0	0	0	0	0	10	432		442	
24081015	3208 JAKE ST LOT 58	HARTWELL/PLAN 10B/3774 SQ' W/ CA ROOM & MULTI GEN							1	5/10/2023	1	
24081016	3218 JAKE ST LOT 59	HARTWELL/PLAN 12A-R/3914 SQFT W/ CA ROOM & MULTI GEN							1	5/16/2023	1	
24081017	3228 JAKE ST LOT 60	HARTWELL/PLAN 11C/3376 SQ FT W/ CA ROOM							1	5/17/2023	1	
24081018	3238 JAKE ST LOT 61	KINBRIDGE/PLAN 6A/2611 SQFT/OPT CA ROOM							1	10/31/2023	1	
24081043	3239 JAKE ST LOT 101	HARTWELL/PLAN 12A/3914SQFT/OPT MULTIGEN/OPT CA ROOM							1	10/26/2023	1	
24081044	3229 JAKE LOT 102	HARTWELL/PLAN 11A-R/3564 SQ FT/MULTIGEN/OPT CA ROOM							1	10/29/2023	1	
24081045	3219 JAKE ST LOT 103	HARTWELL/PLAN 9C/3034 SQFT/OPT SECOND FLOOR/OPT CA ROOM							1	10/23/2023	1	
24081046	3209 JAKE ST LOT 104	HARTWELL/PLAN 10A-R/3774 SQFT/MULTIGEN/OPT CA ROOM							1	10/23/2023	1	
24081047	3199 JAKE ST LOT 105	HARTWELL/PLAN 11C/3564 SQ FT/MULTIGEN/OPT CA ROOM							1	10/18/2023	1	
24081048	3189 JAKE ST LOT 106	HARTWELL/PLAN 12A-R/3914 SQFT/MULTIGEN/CA ROOM							1	10/12/2023	1	
24081049	3179 JAKE LOT 107	HARTWELL/PLAN 10C/3774SQFT/MULTIGEN/CA ROOM							1	10/12/2023	1	

Table A2

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

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy									
			10							11	12	
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	
			0	0	0	0	0	10	432		442	
24081050	3169 JAKE ST LOT 108	HARTWELL/PLAN 11A-R/3564 SQ FT/MULTIGEN/CA ROOM							1	10/11/2023	1	
24081019	3248 JAKE ST LOT 62	KINBRIDGE/PLAN 7D-R/2717 SQ FT/OPT CA ROOM							1	11/7/2023	1	
24081020	3258 JAKE ST LOT 63	KINBRIDGE/PLAN 8C/2894 SQ FT/OPT CA ROOM							1	11/7/2023	1	
24081021	3268 JAKE ST LOT 64	KINBRIDGE/PLAN 5B-R/2382 SQ FT/OPT CA ROOM							1	11/2/2023	1	
24081034	4243 RANDA WAY LOT 88	KINBRIDGE/PLAN 7A-R/2717 SQ FT							1	11/16/2023	1	
24081035	4223 RANDA WAY LOT 89	KINBRIDGE/PLAN 5B-R/2382 SQ FT/OPT CA ROOM							1	11/27/2023	1	
24081036	4203 RANDA WAY LOT 90	KINBRIDGE/PLAN 6A/2611 SQFT/OPT CA ROOM							1	11/27/2023	1	
24081037	4183 RANDA WAY LOT 91	KINBRIDGE/PLAN 7D-R/2717 SQ FT/OPT CA ROOM							1	11/29/2023	1	
24084012	4163 RANDA WAY LOT 92	KINBRIDGE/PLAN 8C-R/2894 SQ FT/OPT CA ROOM							1	11/29/2023	1	
24081038	4162 RANDA WAY LOT 96	KINBRIDGE/PLAN 8B-R/2894 SQ FT/OPT CA ROOM							1	11/15/2023	1	
24081039	4182 RANDA WAY LOT 97	KINBRIDGE/PLAN 7A/2717 SQ FT							1	11/15/2023	1	
24081040	4202 RANDA WAY LOT 98	KINBRIDGE/PLAN 5A/2382 SQ FT W/ CA ROOM							1	11/13/2023	1	
24081041	4222 RANDA WAY LOT 99	KINBRIDGE/PLAN 6B-R/2611 SQFT/OPT CA ROOM							1	11/14/2023	1	
24081042	4242 RANDA WAY LOT 100	KINBRIDGE/PLAN 8B/2894 SQ FT/OPT CA ROOM							1	11/14/2023	1	

Table A2

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

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			0	0	0	0	0	10	432		442
24081056	3120 RIO GRANDE DR LOT 114	F1 HARTWELL/PLAN 9A-R/OPT SECOND FLOOR/3034 SQFT/OPT CA ROOM							1	9/27/2023	1
24081057	3130 RIO GRANDE DR LOT 115	F1 - HARTWELL/PLAN 10C/3231SQFT/OPT CA ROOM							1	9/26/2023	1
24081058	3140 RIO GRANDE DR LOT 116	F1 - HARTWELL/PLAN 11B-R/3564 SQ FT/OPT CA ROOM/OPT MULTIGEN							1	9/26/2023	1
24081059	3150 RIO GRANDE DR LOT 117	F1 - HARTWELL/PLAN 12C/3914 SQFT/OPT CA ROOM/OPT MULTIGEN							1	9/26/2023	1
24081060	3160 RIO GRANDE DR LOT 118	F1- HARTWELL/PLAN 9A-R/3034 SQFT/OPT SECOND FLOOR/OPT CA ROO							1	9/28/2023	1
24081061	3170 RIO GRANDE DR LOT 119	1F- HARTWELL/PLAN 10A/3774 SQFT/MULTIGEN/C A ROOM							1	10/17/2023	1
24081062	3180 RIO GRANDE DR LOT 120	1F - HARTWELL/PLAN 11C-R/3564SQ FT/MULTIGEN/CA ROOM							1	10/24/2023	1

Table A2

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

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			10							11	12
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			0	0	0	0	0	10	432		442
25105042	5104 ANDREW CAMILLERI	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 3A-R/2287SF									0
25105042	5122 ANDREW CAMILLERI	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 2B-R/2140 SF									0
25105042	5140 ANDREW CAMILLERI	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 1C-R/1945 SF									0
25105042	5158 ANDREW CAMILLERI	PLUMB ONLY- FAIRGROVE VILLAGE 11/PLAN 4E/2416SF									0
24081022	3278 JAKE ST LOT 65	1F- KINBRIDGE/PLAN 6C/2611 SQFT/OPT CA ROOM							1	11/27/2023	1
24081023	3288 JAKE ST LOT 66	1F - KINBRIDGE/PLAN 7A-R/2717 SQ FT/OPT CA ROOM							1	11/21/2023	1
24081024	3298 JAKE ST LOT 67	1F - HARTWELL/PLAN 9B-R/2297 SQFT/OPT CA ROOM							1	11/27/2023	1
24081025	4265 MADDY AVE LOT 68	1F - KINBRIDGE/PLAN 8A-R/2894 SQ FT/OPT CA ROOM							1	11/30/2023	1
24081026	4245 MADDY AVE LOT 69	1F- KINBRIDGE/PLAN 5B/2382 SQ FT/OPT CA ROOM							1	12/5/2023	1
24081027	4225 MADDY AVE LOT 70	1F- HARTWELL/PLAN 10C/3774 SQFT/ WITH OPT MULTIGEN UNIT							1	12/9/2023	1

Table A2

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

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			0	0	0	0	0	10	432		442
24081028	4205 MADDY AVE LOT 71	1F - HARTWELL/PLAN 11B-R/3376 SQ FT/OPT CA ROOM							1	12/12/2023	1
24081029	4185 MADDY AVE LOT 72	1F - HARTWELL/PLAN 12A/3914 SQFT WITH OPT MULTIGEN/CA ROOM							1	12/13/2023	1
24081030	4184 MADDY AVE LOT 84	1F- KINBRIDGE/PLAN 7B-R/2717 SQ FT/OPT CA ROOM							1	12/12/2023	1
24081031	4204 MADDY AVE LOT 85	1F - KINBRIDGE/PLAN 6A/2611 SQFT							1	12/11/2023	1
24081032	4224 MADDY AVE LOT 86	1F - KINBRIDGE/PLAN 5D-R/2382 SQ FT							1	12/7/2023	1
24081033	4244 MADDY AVE LOT 87	1F- KINBRIDGE/PLAN 7B/2717 SQ FT							1	12/13/2023	1
24084001	4165 MADDY LOT 73	HARTWELL/PLAN 10B-R/3774 SQFT W/MULTI GEN							1	12/19/2023	1
24084002	4145 MADDY AVE LOT 74	HARTWELL/PLAN 11A/3564 SQ' W/MULTI GEN & CA ROOM							1	12/19/2023	1
24084003	4125 MADDY AVE LOT 75	HARTWELL/PLAN 12B-R/3914 SQ' W/MULTI GEN							1	12/21/2023	1
24084009	4124 MADDY LOT 81	KINBRIDGE/PLAN 6B/2611 SQ' W/CA ROOM							1	12/26/2023	1
24084010	4144 MADDY LOT 82	KINBRIDGE/PLAN 5A-R/2382 SQ' W/CA ROOM							1	12/21/2023	1
24084011	4164 MADDY AVE LOT 83	KINBRIDGE/PLAN 8C/2894 SQ' W/MULTI GEN & CA ROOM							1	12/26/2023	1

Table A2

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			0	0	0	0	0	10	432		442
25105042	5227 VALIANT AVENUE	PLUMB ONLY/FAIRGROVE VILLAGE 11/PLAN 4D/2416 SF									0
25105042	5220 WARDLOW AVENUE	PLUMB ONLY/FAIRGROVE VILLAGE 11/PLAN 4B/2416SF									0
25105042	5204 WARDLOW AVENUE	PLUMB ONLY-FAIRGROVE VILLAGE 11/PLAN 3E-R/2287SF									0
25105042	5182 WARDLOW AVENUE	PLUMB ONLY-FAIRGROVE VILLAGE 11/PLAN 2D-R/2140 SF									0
25105042	5164 WARDLOW AVENUE	PLUMB ONLY-FAIRGROVE VILLAGE 11/PLAN 4E-R/2416SF									0
25105042	5146 WARDLOW AVENUE	PLUMB ONLY-FAIRGROVE VILLAGE 11/PLAN 3A-R/2287SF									0
25105042	5128 WARDLOW AVENUE	PLUMB ONLY-FAIRGROVE VILLAGE 11/PLAN 1D-R/1945 SF									0
21439020	2724 HOLLY DR	1405 SQ FT SFD, WITH (E) SFD USED AS ADU									0
23327007	2300 HOLLY DR	CONVERT (E) GARAGE TO 680 SQ FT ADU									0
23305504	1919 N PARKER AV	672 SQ FT ACCESSORY DWELLING UNIT									0
21428028	2940 DESCANSO CT	GARAGE CONVERSION TO 534SQ' ADU						1		11/16/2023	1

Table A2

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

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			0	0	0	0	0	10	432		442
24441048	1840 SNOWFLOWER PL LOT 85	TRACY LAKES/LAGUNA/PL AN 3A/1880 SQ FT									0
24441049	1832 SNOWFLOWER PL LOT 86	TRACY LAKES/LAGUNA/PL AN 1C/1768 SQ FT									0
24443035	1599 BALTIMORE PL LOT 133	TRACY LAKES/PINECREST/ PLAN 3A/1763 SQ FT							1	10/27/2023	1
24443036	1583 BALTIMORE PL LOT 134	TRACY LAKES/PINECREST/ PLAN 4B/1919 SQ FT							1	10/27/2023	1
24443037	1567 BALTIMORE PL LOT 135	TRACY LAKES/PINECREST/ PLAN 1C/1560 SQ FT							1	10/31/2023	1
24443052	2981 FEELEY AVE LOT 150	TRACY LAKES/PINECREST/ PLAN 3A/1763 SQ FT									0
24443071	2998 FEELEY AVE LOT 169	TRACY LAKES/PINECREST/ PLAN 3B/1763 SQ FT									0
24443072	3016 FEELEY AVE LOT 170	TRACY LAKES/PINECREST/ PLAN 1C/1560 SQ FT							1	12/11/2023	1
24443073	3034 FEELEY AVE	TRACY LAKES/PINECREST/ PLAN 2B/1683 SQ FT							1	12/4/2023	1
24444007	3026 LAKESHORE AV LOT 178	TRACY LAKES/CALERO/PL AN 3C/2520 SQ FT							1	10/27/2023	1

Table A2

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

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Table A2

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			10							11	12
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			0	0	0	0	0	10	432		442
24441007	3019 BEYERS AVE	TRACY LAKES/LAGUNA/PL AN 1A/1768 SQ FT									0
24444064	3302 LAKESHORE AVE	TRACY LAKES/CALERO/PL AN 1A/2393 SQ FT									0
24444065	3328 LAKESHORE AVE	TRACY LAKES/CALERO/PL AN 2B/2430 SQ FT									0
24444066	3354 LAKESHORE AVE	TRACY LAKES/CALERO/PL AN 3C/2520 SQ FT									0
24441002	2929 BEYERS AVE	TRACY LAKES/LAGUNA/PL AN 2C/1829 SQ FT									0
24441003	2947 BEYERS AVE	TRACY LAKES/LAGUNA/PL AN 3B/1880 SQ FT									0
24441004	2965 BEYERS AVE	TRACY LAKES/LAGUNA/PL AN 1A/1768 SQ FT									0
24441005	2983 BEYERS AVE	TRACY LAKES/LAGUNA/PL AN 2B/1829 SQ FT									0
24441006	3001 BEYERS AVE	TRACY LAKES/LAGUNA/PL AN 1C/1768 SQ FT									0
25355033	6433 GREYMONT DR	VILLAGE 8/PLAN 4E- R/3136SF & 964 SF NEXT GEN & CA ROOM							1	3/23/2023	1

Table A2

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			0	0	0	0	0	10	432		442
25355024	3067 COPLEY DRIVE LOT	VILLAGE 8/PLAN 4B/3136SF & 964 SF NEXT GEN & CA ROOM							1	6/10/2023	1
25360036	3047 LEEDS LN	VILLAGE 8/PLAN 4C/3136SF & 964 SF NEXT GEN & CA ROOM							1	1/3/2023	1
21443005	286 W CLOVER RD	FIRE REBUILD- 1562SQ' SFD, 366SQ' ADU & 1283SQ' DETACHED SHOP						1		5/24/2023	1
25136005	3838 NEEDHAM ST LOT 5	GREENWOOD VILLAGE 10C/PLAN 4D/2869SQSF/NEXT GEN							1	6/9/2023	1
25136010	3898 NEEDHAM STREET LOT 10	GREENWOOD VILLAGE 10C/PLAN 4B-R/2869SQSF/NEXT GEN							1	6/16/2023	1
25136029	5460 POSNER AVE LOT 29	GREENWOOD VILLAGE 10C/PLAN 4C-R/2869SQSF/NEXT GEN							1	8/24/2023	1
25136033	5548 POSNER AVENUE LOT 33	GREENWOOD VILLAGE 10C/PLAN 4E-R/2869SQSF/NEXT GEN							1	6/12/2023	1
25136041	3771 JUNEFIELD ST LOT 41	GREENWOOD VILLAGE 10C/PLAN 4D-R/2869SQSF/NEXT GEN							1	11/16/2023	1
25136045	3819 JUNEFIELD ST	GREENWOOD VILLAGE 10C/PLAN 4E/2869SQSF/NEXT GEN							1	8/21/2023	1

Table A2

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			0	0	0	0	0	10	432		442
25136050	5513 POSNER AVENUE	GREENWOOD VILLAGE 10C/PLAN 4D/2869SQSF/NEXT GEN							1	6/14/2023	1
25136054	5585 POSNER AV LOT 54	GREENWOOD VILLAGE 10C/PLAN 4C-R/2869SQSF/NEXT GEN							1	6/9/2023	1
24082026	3063 NEIL JEROME DR LOT 180	TOWNSEND/PLAN 4D-R/3260 SQ' W/ 2/1 BAY GARAGE, MULTI & CA RM							1	1/3/2023	1
24082030	3023 NEIL JEROME DRIVE LOT 184	TOWNSEND/PLAN 2B-R/2919 SQ' CA ROOM, MULTIGEN, 2/1BAY GARAGE							1	1/31/2023	1
24082033	2993 NEIL JEROME DRIVE LOT 187	TOWNSEND/PLAN 4E/3260 SQ' W/ 2/1 BAY GARAGE, MULTI & CA RM							1	1/26/2023	1
24082034	2983 NEIL JEROME DRIVE LOT 188	TOWNSEND/PLAN 1D-R/2780 SQ' W/ 2/1 BAY GRGE & MULTIG & CA RM							1	2/16/2023	1
24082038	2943 NEIL JEROME DRIVE LOT 192	TOWNSEND/PLAN 3B-R/2880 SQ' W/ MULTIGEN							1	3/1/2023	1
24082039	2933 NEIL JEROME DRIVE LOT 193	TOWNSEND/PLAN 1A/2780 SQ' W/ 2/1 BAY GARAGE & MULTIGEN							1	3/15/2023	1
24082041	2938 ELLIS TOWN DR LOT 195	TOWNSEND/PLAN 2A-R/2919 SQ' W/ CA ROOM & MULTI-GEN							1	4/19/2023	1
24082042	2944 ELLIS TOWN DR LOT 196	TOWNSEND/PLAN 3B-R/3084 SQ' W/ 2BAY/1BAY MULTIGEN & CA ROOM							1	4/14/2023	1

Table A2

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

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			10							11	12	
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			0	0	0	0	0	10	432		442	
24082043	2948 ELLIS TOWN DR LOT 197	TOWNSEND/PLAN 4D/3260 SQ' W/ CA ROOM AT 3BAY, MULTIGEN							1	4/14/2023	1	
24082044	2954 ELLIS TOWN DR LOT 198	TOWNSEND/PLAN 1D-R/2780 SQ' W/ CA ROOM W/ MULTIGEN							1	3/30/2023	1	
24082047	2968 ELLIS TOWN DR LOT 201	TOWNSEND/PLAN 2C/2919 SQ' W/ MULTIGEN AT 2BAY/1BAY							1	3/29/2023	1	
24082048	2974 ELLIS TOWN DR LOT 202	TOWNSEND/PLAN 1A-R/2780 SQ' W/ MULTIGEN AT 2BAY/1BAY							1	3/28/2023	1	
24082049	2978 ELLIS TOWN DR LOT 203	TOWNSEND/PLAN 3D/3084 SQ' W/ CA ROOM, MULTIGEN							1	3/29/2023	1	
24082050	2984 ELLIS TOWN DR LOT 204	TOWNSEND/PLAN 2B-R/2919SQ' W/ CA ROOM & MULTIGEN							1	4/4/2023	1	
24082051	2988 ELLIS TOWN DR LOT 205	TOWNSEND/PLAN 4E/3056 SQ' W/ MUTLIGEN AT 2BAY							1	3/23/2023	1	
24081007	3128 JAKE ST LOT 50	HARTWELL/PLAN 10B/3774 SQFT W/ MULTIGEN							1	3/23/2023	1	
24081008	3138 JAKE ST LOT 51	HARTWELL/PLAN 11C-R/3564SQFT W/ CA RM W/OPT DECK & MULTI-GEN							1	3/17/2023	1	
24081009	3148 JAKE ST LOT 52	HARTWELL/PLAN 12B/3914 SQFT W/ OPT CA RM, DECK, MULTIGEN							1	3/20/2023	1	
24081051	3159 JAKE ST LOT 109	HARTWELL/PLAN 12A/3914 SQFT W/ OPT CA RM, MULTIGEN							1	4/27/2023	1	

Table A2

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

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Table A2

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

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Table A2

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

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Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name ⁺	How many of the units were Extremely Low Income?	Please select the streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N ⁺	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000) ⁺	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			0							0						
25364027	1844 ITALIA WY	KT HILLVIEW/PLAN 3C-R/2075SQ'		NONE	N											
25364028	1860 ITALIA WY LOT 130	KT HILLVIEW/PLAN 1D-R/1723SQ'		NONE	N											
25364029	1872 ITALIA WY	KT HILLVIEW/PLAN 2B-R INT/1890SQ'		NONE	N											
25364030	1888 ITALIA WY LOT 132	KT HILLVIEW/PLAN 4E/2209SQ'		NONE	N											
25364037	1889 ITALIA WY LOT 13	KT HILLVIEW/PLAN 2F-R/1878SQ'		NONE	N											
25364038	1873 ITALIA WY LOT 140	KT HILLVIEW/PLAN 1E-R/1723SQ'		NONE	N											
25364039	1859 ITALIA WY LOT 14	KT HILLVIEW/PLAN 4B/2209SQ'		NONE	N											
25364040	1845 ITALIA WY LOT 142	KT HILLVIEW/PLAN 1C/1723SQ'		NONE	N											
25364041	1831 ITALIA WY LOT 143	KT HILLVIEW/PLAN 3D-R/2075SQ'		NONE	N											
25364042	1817 ITALIA WY LOT 144	KT HILLVIEW/PLAN 4B-R INT/2209SQ'		NONE	N											
25364043	1803 ITALIA WY LOT 145	KT HILLVIEW/PLAN 2D/1890SQ'		NONE	N											
25363002	1804 FRENCH WY LOT 146	KT HILLVIEW/PLAN 4B-R/2209SQ'		NONE	N											
25363003	1818 FRENCH WY LOT 147	KT HILLVIEW/PLAN 1B-R/1723SQ'		NONE	N											
25363004	1832 FRENCH WY LOT 148	KT HILLVIEW/PLAN 3F/2075SQ'		NONE	N											
25363012	1957 EVEREST PL LOT 156	KT HILLVIEW/PLAN 2B-R INT/1890SQ'		NONE	N											
25363019	1833 FRENCH WY LOT 163	KT HILLVIEW/PLAN 4AY-R/2209SQ'		NONE	N											
25363020	1819 FRENCH WY LOT 164	KT HILLVIEW/PLAN 3C-R/2075SQ'		NONE	N											
25363021	1805 FRENCH WY LOT 165	KT HILLVIEW/PLAN 2B/1890SQ'		NONE	N											
25363047	7020 DIAMOND AVE LOT 191	KT HILLVIEW/PLAN 3B/2075SQ'		NONE	N											
25363046	7006 DIAMOND AVE LOT 190	KT HILLVIEW/PLAN 1C-R/1723SQ'		NONE	N											
23313007	111 W HIGHLAND AVE	1198 SQFT MOBILE HOME ADU		NONE	N			We entered the rental amount into HCD's affordability calculator.								

Table A2

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

[illegible]

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Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name ⁺	How many of the units were Extremely Low Income?	Please select the streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N ⁺	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000) ⁺	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			0							0						
25138027	3876 TELLURIDE ST LOT 27	FAIRGROVE VILLAGE 11/PLAN 4A/2416SF		NONE	N											
25138028	3915 RENTON PL LOT 28	F1-FAIRGROVE VILLAGE 11/PLAN 3A-R/2287SF		NONE	N											
25138029	3903 RENTON PL LOT 29	F1-FAIRGROVE VILLAGE 11/PLAN 2C/2140SF		NONE	N											
25138030	3891 RENTON PL	1F-FAIRGROVE VILLAGE 11/PLAN 4B-R/2416SF		NONE	N											
25138031	3879 RENTON PL LOT 31	1F - FAIRGROVE VILLAGE 11/PLAN 3C/2287SF		NONE	N											
25138032	3867 RENTON PL	FAIRGROVE VILLAGE 11/PLAN 1B-R/1945SF		NONE	N											
25138033	3855 RENTON PL	FAIRGROVE VILLAGE 11/PLAN 2A/2140SF		NONE	N											
25138034	3854 RENTON PL	FAIRGROVE VILLAGE 11/PLAN 4C-R/2416SF		NONE	N											
25138035	3866 RENTON PL	FAIRGROVE VILLAGE 11/PLAN 3E/2287SF		NONE	N											
25138036	3878 RENTON PL LOT 36	1F-FAIRGROVE VILLAGE 11/PLAN 2D-R/2140SF		NONE	N											
25138037	3890 RENTON PL LOT 37	1F-FAIRGROVE VILLAGE 11/PLAN 1D/1945SF		NONE	N											
25138038	3902 RENTON PL LOT 38	F1 - FAIRGROVE VILLAGE 11/PLAN 3B-R/2287SF		NONE	N											
25138039	3914 RENTON PL LOT 39	F1-FAIRGROVE VILLAGE 11/PLAN 1A/1945SF		NONE	N											
25138040	3993 NEEDHAM ST LOT 40	FAIRGROVE VILLAGE 11/PLAN 4B-R/2416SF		NONE	N											
25138041	3981 NEEDHAM ST LOT 41	FAIRGROVE VILLAGE 11/PLAN 2E/2140SF		NONE	N											
25138042	3969 NEEDHAM ST LOT 42	FAIRGROVE VILLAGE 11/PLAN 4D-R/2416SF		NONE	N											
25138043	3957 NEEDHAM ST LOT 43	FAIRGROVE VILLAGE 11/PLAN 3E/2287SF		NONE	N											
25138044	3945 NEEDHAM STREET LOT 44	FAIRGROVE VILLAGE 11/PLAN 2C-R/2140SF		NONE	N											
25138045	3933 NEEDHAM ST LOT 45	FAIRGROVE VILLAGE 11/PLAN 1E/1945SF		NONE	N											
23513043	4 S CENTRAL AV	GARAGE CONVERSION TO 497 SQ.FT ADU ONE BED ONE BATH		NONE	N			We made assumptions based on other units of similar size that were verified by HCD's affordability calculator								

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

[illegible]

Jurisdiction	Tracy	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1		2									3	4
Income Level		RHNA Allocation by Income Level		2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	980	-	-	-	-	-	-	-	-	-	-	-	980
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	705	-	-	-	-	-	-	-	-	-	-	2	703
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	2		
Moderate	Deed Restricted	828	-	-	-	-	-	22	-	48	-	-	328	500
	Non-Deed Restricted		-	-	-	-	7	18	10	84	129	10		
Above Moderate		2,463	-	-	-	-	1,146	748	460	727	487	245	3,813	-
Total RHNA		4,976												
Total Units			-	-	-	-	1,153	788	470	859	616	257	4,143	2,183
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5											6	7
		Extremely low-Income Need		2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		490		-	-	-	-	-	-	-	-	-	-	490

*Extremely low-income housng need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Tracy	
Reporting Year		2023 (Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Housing Rehabilitation	- Annually consult the HCD and HUD websites to identify and pursue potential funding opportunities that may be available and appropriate to reinstate a housing rehabilitation program. - Refer property owners in need of rehabilitation assistance to the San Joaquin County Neighborhood Preservation Division who administers the County's HUD Grant - Assist 20 lower- and moderate-income households with the rehabilitation of their homes during the planning period.	12/31/2023	On-going. The County's HUD Grant provide housing rehabilitation assistance through the Home Improvement Partnership Grant Program (HOME). The Economic Development Deparment has worked with the County to continue to pursue the HOME Program: In FY 23-24: 2023 - 2710 Cabrillo Drive \$173,347.00 - Single Family Home - Rehab - 2nd phase electrical repairs, flooring, windows, plubming repairs to kitchen and bathroom, code enforced patio replacement, HVAC replacement, interior/exterior paint job. 2023 - 3034 Elisnore Drive \$25,981.00 - Single Family Home - Rehab - Roof Replacement In 2023, the City allocated \$181,610 in HOME Investment Partnership Program funds to the San Joaquin Housing Authority to support the demolition and reconstruction of a 72 unit low-income, senior housing project.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Tracy	
Reporting Year		2023 (Jan. 1 - Dec. 31)	
Table D			
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Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Code Enforcement	- Investigate possible code violations. - Disseminate information on available housing rehabilitation assistance to address/remediate code violations and other housing issues.	12/31/2023	Ongoing. Housing complaints and concerns can be reported by calling the Code Enforcement Division at (209) 831-6410. The Code Enforcement Division works with other City departments and outside state and county agencies, including the San Joaquin Housing Authority to help tenants/homeowners resolve/address housing issues, if a code case is received and a violation is to be remediated.
Graffiti Removal Program	- Continue to operate the Graffiti Hot Line.	12/31/2023	Ongoing. Graffiti complaints and concerns around the City on public or private property can be reported by calling the City's Graffiti Hot Line or our Code Enforcement Division at (209) 831-6410. Code Enforcement manages graffiti complaints on private properties and the Public Works Department manages graffiti complaints on public properties.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction		Tracy	
Reporting Year		2023 (Jan. 1 - Dec. 31)	
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Housing Programs Progress Report			
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1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Down Payment Assistance (DAP) Loan Program	- Continue to provide down payment assistance to qualified lower income households (up to 80 percent AMI). - Disseminate information to prospective first-time homebuyers on the DAP Loan Program. - Assist three households (an estimated one very low income and two low income households) annually.	12/31/2023	Ongoing. This program is still available, but due to high home prices in Tracy, qualifying for a home purchase and meeting low-income requirements is challenging . As a result, the City has not processed a Downpayment Assistant Loan since 2011.
Homebuyer and Financial Literacy Training	- Continue to require a "Certificate of Completion" from a HUD-approved homebuyer class in order to participate in the City's DAP Loan Program. - Partner with qualified local non-profit agencies to offer homebuyer education classes and publicize the availability of these classes to residents.	12/31/2023	Ongoing. This program is overseen by the San Joaquin County Neighborhood Preservation Division, Visionary Home Builders, Neighbor Works, and NID-HCA (Housing Counsel Agency), and is dependent on funding from HUD.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Tracy	
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1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Affordable Housing Development	- Continue to prioritize the allocation of RGAs to affordable housing projects (particularly for those projects that set aside units for extremely low income households and persons with special needs, including those with developmental disabilities, and farmworkers). - Proactively encourage and facilitate, on an ongoing basis, the development of affordable housing by non-profit organizations for lower income households, particularly those with special needs including large households, seniors, extremely low-income (ELI) households, and households with persons who have disabilities or developmental disabilities, and farmworkers. - Continue to provide density bonuses and other incentives on an ongoing basis to developers who provide affordable units, such as technical assistance related to City policies and regulations, and pre-application consultation with staff.	12/31/2023	Ongoing. The Growth Management Ordinance establishes exceptions to annual residential permit limits for affordable housing projects, and the Density Bonus Ordinance establishes the incentives for affordable housing projects. On February 4, 2020, the City Council identified a 16-point action plan to address affordable/workforce housing, one of which would allow more RGAs to be allocated to affordable housing projects but requires a change to Measure A with voter approval to implement: Provide additional market-rate Residential Growth Allocations (RGAs) for projects that include a specified percentage of affordable units. Other action items are related to increased density allowances, the exploration of lower fees and various financial assistance efforts, create a housing staff position, and other direct developer support efforts for affordable housing projects. The City secured grant funding in 2020 to begin work on these efforts. The City is working through each item in the action plan toward implementation.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Tracy	
Reporting Year		2023 (Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Housing Choice Voucher Program	- Disseminate information to the public regarding the HCV program and promote participation by rental property owners. - Annually contact the HACSJ to obtain information on the status of the HCV program and other available resources. - Continue to support HACSJ's petition for increased funding from HUD. - Continue to work with HACSJ to provide HCVs to Tracy residents. - Continue to work with the HACSJ to assist households through the Family Self- Sufficiency Program.	12/31/2023	Ongoing. The Housing Choice Voucher program is overseen by the Housing Authority of the County of San Joaquin and is funded by HUD. The Housing Choice Vouchers provide housing vouchers to very low income households in San Joaquin County - including residents located in the City of Tracy. Additionally, the Housing Choice Voucher program extends assistance to large households facing overcrowding and cost burden issues. Further information on these programs is available on hacsj.org.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction		Tracy	
Reporting Year		2023	(Jan. 1 - Dec. 31)
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Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Sustainability Program	Continue to implement the Sustainability Action Plan.	12/31/2023	Ongoing. This document is frequently used in the development project review and CEQA review. This document is anticipated to be updated in conjunction with the next City of Tracy General Plan update.
Affordable Housing Monitoring	- Monitor status of affordable units annually by maintaining contact with property owners and HUD Multi-Family Housing division. - Solicit interest and participation of nonprofit housing developers to acquire and preserve housing to be maintained as affordable units.	12/31/2023	Ongoing. In 2022, City Council allocated funding to the Housing Authority of San Joaquin County for the rehabilitation of 72 units for low-income, senior housing. Construction is scheduled to begin in 2024. In 2022, the City of Tracy began the Surplus Land Act process for a City-owned property at 729/741 N. Central Avenue, Tracy, CA 95376. The City notified the California Department of Housing & Community Development (HCD) and all required affordable housing developers listed on the HCD website via Notice of Surplus Land. The City received one proposal that is currently in the negotiation period.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

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1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Affordability by Design	- Continue to implement the recently adopted Zoning Amendments that incorporate affordability by design concepts described in the General Plan. - Encourage the development of a variety of housing types that provide affordable housing options for persons with special needs, such as micro-units, senior units, second units, and small-lot developments. - Promote Affordability by Design principles by placing information on City website and at public counters by 2016.	Dec 31, 2023; Dec 31, 2016	Completed and on-going. Revised development regulations influenced by Affordability by Design principles were incorporated into the Zoning Ordinance over the last number of years. For example, any use, including multi-family residential, may request up to a 20% reduction in required parking based on a study or survey that illustrates that required number of parking spaces pursuant the City's Off-Street Parking Ordinance is not needed for the use (Ordinance 1181). The City of Tracy has also relaxed setbacks in the High Density Residential Zoning District (Ordinance 1179), permitted a broader degree of housing types in the Central Business District Zone consistent with General Plan densities (Ordinance 1282), and is implementing the State's allowances for ADUs (Government Code Section 65852.150) which were updated effective January 1, 2020. This has provided for greater flexibility for the allowance and maximum usage of residential sites. These available on the City's website and at the front counter. On February 4, 2020, the City Council identified an action plan to address affordable/workforce housing, among which include changes to density and development regulations. Work began on developing these action items in 2020.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

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1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Property Acquisition and Improvement	- Continue to identify and seek partnerships with organizations and the County in order to acquire, improve, and develop affordable housing - Continue to assist in site acquisition for affordable housing. As funding permits, prioritize funding assistance to affordable housing projects that set aside units for seniors, persons with disabilities, and extremely low income households.	12/31/2023	On-going as CDBG funds and other funding sources are available. Responsible Agencies: Tracy Development Services (DS) Department; Economic Development Division; San Joaquin County Neighborhood Preservation Division; and local nonprofits

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

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Housing Programs Progress Report			
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1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Inclusionary Housing	- Explore the potential and set the stage for a voluntary inclusionary housing program that includes an extremely low income housing component by 2017. - Monitor the City's affordability conditions on an annual basis and identify an inclusionary housing trigger, if necessary.	Dec 31, 2017; on-going	Completed. Projects that voluntarily provide inclusionary housing is granted priority for Residential Growth Allotments that are necessary to obtain a building permit for residential development as established in the Growth Management Ordinance Guidelines (Resolution 2014-145). The City Council conducted a workshop on workforce and affordable housing on June 4, 2019, during which inclusionary housing was discussed. On February 4, 2020, the City Council identified an action plan that would encourage more affordable/workforce housing, for which the City subsequently received grant funding. The City is working through each item in the action plan toward implementation.
Resale of Foreclosed Properties	Continue to collaborate with the County, on an ongoing basis, to identify and pursue available resources for the acquisition/rehabilitation of foreclosed and/or substandard housing as affordable housing.	12/31/2023	Ongoing. This is on-going in collaboration with the San Joaquin County Neighborhood Preservation Division.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

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1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Zoning Ordinance	- Complete Zoning Ordinance amendments to address the provision of density bonuses, residential care facilities, farmworker housing, and employee housing by the end of 2016. Specifically: - Density Bonus: Update Density Bonus Ordinance to reflect the requirements of AB 2222 (effective January 2015), including extending the affordability control for the affordable units to 55 years, and requiring the replacement of existing affordable units demolished or removed in order to qualify for a density bonus, incentive, or concession. - Residential Care Facilities: to In accordance with the Lanterman Act, amend the Zoning Ordinance to permit residential care facilities serving six or fewer persons as a single-family residential use. In addition, consistent with City practice, amend the Zoning Ordinance to allow residential care facilities of seven or more persons in all residential zones with a Conditional Use Permit.	12/31/2023	Ongoing. On February 4, 2020, the City Council identified an action plan to address affordable/workforce housing, among which include changes to density and development regulations. Work began on developing these action items in 2020. The City is working through each item in the action plan toward implementation. There are no constraints to development of housing in the Zoning Ordinance.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction		Tracy	
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1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Growth Management Ordinance (GMO)	- Annually monitor and evaluate the Growth Management Ordinance for the impacts on the cost, supply and timing of housing including seeking input from residential developers and affordable housing stakeholders in reviewing the effects of the GMO. The review will reflect the RHNA as a minimum and consider impacts on overall housing supply in addition to accommodating the RHNA. Information will be included and evaluated as part of the annual Growth Management Status report, published in the fourth quarter of each calendar year.	12/31/2023	On-going. The Growth Management Ordinance was amended in November 2015 to permit building permits to be issued beyond the maximum number of Residential Growth Allotments issued in accordance with the Ordinance in an effort to allow housing to be built in accordance with the City's assigned RHNA (Ordinance 1201). The growth management status and residential pipeline report are on the City's website.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Tracy	
Reporting Year		2023 (Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Fair Housing	- Continue to support the San Joaquin Fair Housing Association, or other qualified fair housing agencies, annually with CDBG funds and refer residents seeking fair housing assistance on an ongoing basis. - Advertise the services provided by the San Joaquin Fair Housing Association (or other qualified fair housing agencies) on an ongoing basis in City buildings and other public buildings (such as public libraries, community centers, County Housing Authority offices, and post offices, etc.)	12/31/2023	On-going. The City participates in providing an annual direct allocation to the San Joaquin Fair Housing Association through the CDBG program. For Fiscal Year 23/24, \$5,500 was allocated. Information on the Fair Housing services are available at City Hall and on the City's website under the Economic Development Division homepage.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Tracy	
Reporting Year		2023 (Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Provision of Adequate Sites	- Complete rezoning of the four parcels on Valpico Road within two years of the adoption of the 2015-2023 Housing Element. - Monitor and update the sites inventory annually to assess its adequacy for meeting the RHNA, particularly for sites capable of facilitating the development of lower income housing. - Make the inventory of vacant sites available to interested developers after adoption of the Housing Element. - Should properties identified in the residential sites inventory become unavailable during the planning period, resulting in a shortfall in sites for meeting the RHNA, the City will identify additional sites per Government Code § 65863.	March 15, 2018; on-going	The parcels on Valpico Road have not yet been rezoned. The City has had numerous meetings with developers about the appropriate zoning of this site, and these conversations are going with anticipation of receiving a development application for high density housing on the site. The available sites inventory is still accurate and is publically available on the City's website on page 81 of the Housing Element. Tracy's RHNA obligations are being assessed annually.

Jurisdiction	Tracy	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

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

Jurisdiction	Tracy	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

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

JurisdictionTracy

Reporting Period2023(Jan. 1 - Dec. 31)

Planning Period5th Cycle12/31/2015 - 12/31/2023

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

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

Jurisdiction	Tracy	NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns	Note: "+" indicates an optional field
Reporting Period	2023 (Jan. 1 - Dec. 31)		Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For San Joaquin County jurisdictions, please format the APN's as follows:999-999-999-999

Table H						
Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
23506806	729 N CENTRAL AV	Commercial		Surplus Land	0.24	Res 2022-139 (adopted Sept 20, 2022), this property was declared as surplus land under Gov Code Section 5422. The earliest the developer could enter an agreement with the City to acquire the land was December 2022 if no letters of interest were submitted through the NOA process, and March 2023, if no agreement was made with an eligible entity after good faith negotiations. The City is currently going through a Service Level Agreement. Following the close out of the Service Level Agreement, the City will record Covenants/Deed Restrictions requiring any development of 10+ residential units, to dedicate 15% to affordable housing (moderate, low, or very-low).

Jurisdiction	Tracy	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

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

Table J														
Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915														
Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted Density Bonus	Notes
1				2	3	4							5	6
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total Additional Beds Created Due to Density Bonus	Notes
Summary Row: Start Data Entry Below														

Jurisdiction	Tracy	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenent Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials.		
Notes		

Jurisdiction	Tracy	
Reporting Year	2023	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Local Early Action Planning (LEAP) Reporting

(CCR Title 25 §6202)

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

Total Award Amount

\$

-

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

Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes

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

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

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	2
Moderate	Deed Restricted	0
	Non-Deed Restricted	10
Above Moderate		245
Total Units		257

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	10
Above Moderate		432
Total Units		442



CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

HOUSING ELEMENT ANNUAL PROGRESS REPORT (APR) INSTRUCTIONS

INTRODUCTION

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

These forms and instructions, originally adopted March 27, 2010, have been updated to incorporate new housing element APR requirements pursuant to legislation including Chapter 374, Statutes of 2017 (Assembly Bill 879); Chapter 366, Statutes of 2017 (Senate Bill 35); (Chapter 659 Statutes of 2022 (SB 6); and Chapter 647, Statutes of 2022 (AB 2011).

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

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

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

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

TABLE OF CONTENTS

Contents

HOUSING ELEMENT ANNUAL PROGRESS	1
REPORT (APR) INSTRUCTIONS.....	1
INTRODUCTION	1
DEFINITIONS	3
FORM INSTRUCTIONS.....	6
GENERAL INFORMATION	6
START HERE	6
TABLE A - Housing Development Applications Submitted	7
TABLE A2 - Annual Building Activity Report Summary – New Construction, Entitled, Permits and Completed Units.....	9
TABLE B - Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability	16
TABLE C - Sites Identified or Rezoned to Accommodate Shortfall Housing Need	17
TABLE D - Program Implementation Status Pursuant to Government Code Section 65583	18
TABLE E - Commercial Development Bonus Approved Pursuant to Government Code Section 65915.7	19
TABLE F - Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites Pursuant to Government Code Section 65583.1, subdivision (c)	19
TABLE F2 - Units Converted Pursuant to Government Code Section 65400.2	20
TABLE G - Locally Owned Lands Included in the Housing Element Sites Inventory, that have been sold, leased, or otherwise disposed of, Pursuant to Government Code Section 65400.1	21
TABLE H - Locally Owned or Controlled Lands Declared Surplus Pursuant to Government Code Section 54221, or Identified as Excess Pursuant to Government Code Section 50569	22
TABLE J - Student Housing Development with a Density Bonus Approved Pursuant to Government Code section 65915(b)(1)(F)	23
TABLE K - Tenant Preference Policy Adopted Pursuant to Government Code Section 7061	24
Local Early Action Planning (LEAP) Grant Reporting.....	25

DEFINITIONS

1. “Above moderate income” means households earning more than 120 percent of area median income.
2. “Annual Progress Report (APR)” means the housing element annual progress report required by Government Code section 65400 and due to HCD by April 1 of each year reporting on the prior calendar year’s activities.
3. “Application submitted” means an application submittal that has been determined complete by the jurisdiction.
4. “Area Median Income (AMI)” means the median household income based on household size of a geographic area of the state, as annually updated by HCD, pursuant to Health and Safety Code, section 50093.
5. “Certificate of occupancy date” is the date(s) the certificate(s) of occupancy, or other evidence of readiness for occupancy (e.g., final inspection, notice of completion), was/were issued.
6. “Committed Assistance” is when a local government has entered into a legally enforceable agreement within a specific timeframe spanning from the beginning of the RHNA projection and may be executed throughout the planning period. Committed Assistance includes obligating funds or other in-kind services for affordable units available for occupancy within two years of the agreement.
7. “Completed Entitlement” means a housing development or project which has received all the required land use approvals or entitlements necessary for the issuance of a building permit. This means that there is no additional action required to be eligible to apply for and obtain a building permit.
8. “Density Bonus” is as defined in Government Code section 65915.
9. “Discretionary” means left to individual choice or judgement. Discretionary projects are defined in section 15357 of the [2023 CEQA Guidelines](#).
10. “Extremely low-income” means a household incomes do not exceed the qualifying limits for extremely low income households pursuant to Health and Safety Code, section 50105.
11. “Infill housing unit” is defined as being a unit located within an urbanized area on a site that has been previously developed for urban uses, or a vacant site where the properties adjoining at least two sides of the project site are, or previously have been, developed for urban uses. For the purposes of this definition, an urbanized area is as defined by the United States Census Bureau.
12. “Locality” or “local government” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

13. “Lower-income or Low-Income” means a household whose income does not exceed the qualifying limits for lower income households established pursuant to Health and Safety Code, section 50079.5.
14. “Ministerial” describes a governmental decision involving little or no personal judgment by the public official as to the wisdom or manner of carrying out the project. Ministerial Projects are defined in section 15268 of the [2023 CEQA Guidelines](#).
15. “Moderate income” means households whose income does not exceed 120 percent of AMI pursuant to Health and Safety Code, section 50093.
16. “Permitted units” mean units for which building permits for new housing construction have been issued by the local government during the reporting calendar year. For this purpose, “new housing unit” means housing units as defined by the Department of Finance for inclusion in the Department of Finance’s annual “E-5 City/County Population and Housing Estimates” report, which is the same as the Census definition of a housing unit.

Note: Accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Government Code sections 65852.2 and 65852.22 meet the definition above.
17. “Production report” or “Annual Progress Report (APR)” means the information reported pursuant to subparagraph (D) of paragraph (2) of subdivision (a) of Section 65400 of the Government Code.
18. “Project” or “Development” refers to a housing related activity where new construction of a unit(s) is proposed or has had a building permit and/or certificate of occupancy issued during the reporting calendar year. This may include single family, mixed use, multifamily, accessory dwelling unit, or any other developments where housing units, as defined by the U.S. Census Bureau and the Department of Finance, are a component of the project.
19. “Realistic Capacity” means an estimate of the number of units that can be accommodated on each site in the inventory. The estimate must include adjustments to reflect land use controls and site improvement requirements but may rely on established minimum density standards.
20. “Reporting period” means the prior calendar year’s activities for the housing element annual progress report required by Government Code section 65400 and due to HCD by April 1 of each year and utilized to create the determination for which locality is subject to the Streamlined Ministerial Approval (SB 35 Streamlining) Provisions.
21. “RHNA” means the local government’s share of the regional housing need allocation pursuant to Government Code section 65584 et seq.
22. Unit Category: type of units that are classified under the following categories:
 - **Single Family-Detached Unit (SFD)**- a one-unit structure with open space on all four sides. The unit often possesses an attached garage.
 - **Single Family-Attached Unit (SFA)**- a one-unit structure attached to another unit by a common wall, commonly referred to as a townhouse, half-plex, or row house. The

shared wall or walls extend from the foundation to the roof with adjoining units to form a property line. Each unit has individual heating and plumbing systems.

- **2-, 3-, and 4-Plex Units per Structure (2-4)**- a structure containing two, three, or four units and not classified as single-unit attached structure.
- **5 or More Units per Structure (5+)**- a structure containing five or more housing units.
- **Accessory Dwelling Unit (ADU)** - means a unit that is attached, detached or located within the living area of the existing dwelling or residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel on which the single-family dwelling is situated pursuant to Government Code section 65852.2. An ADU also includes the following: an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code or a manufactured home, as defined in Section 18007 of the Health and Safety Code.
- **Mobilehome Unit/Manufactured Home (MH)** – a one-unit structure that was originally constructed to be towed on its own chassis. *Please note: Spaces in a mobilehome park can be counted towards RHNA, if the spaces counted are new hook-ups/spaces rather than new mobilehome park residents moving onto existing lots.*
- **Student Housing (SH)** – Only applicable to projects reported in Table J.

- 23.** “Very low-income” means households whose incomes do not exceed the qualifying limits for very low income families as established pursuant to Health and Safety Code, section 50105.

AUTHORITY CITED: Government Code section 65400.

FORM INSTRUCTIONS

GENERAL INFORMATION

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

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

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

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

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

The form works best with macros enabled in Excel.

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

A print-friendly summary of the building activity reported on Table A and Table A2 is provided on the “Summary” tab.

START HERE

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

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

Information to enter includes:

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

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

TABLE A
Housing Development Applications Submitted

Only include data on housing units and developments for which an application was determined complete between January 1 and December 31 of the reporting year identified on the “Start Here” tab. In table A, an “application” is a formal submittal of a housing development for approval. This includes, but is not limited to, developments that involve no discretionary approvals and projects that involve both discretionary and nondiscretionary approvals.

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

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

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

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

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

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

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

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

- Very low-income households: 0-50 percent AMI
- Low-income households: 50-80 percent AMI
- Moderate-income households: 80-120 percent AMI
- Above-moderate households: above 120 percent
- To verify income levels, refer to the income limit charts on HCD's website at <https://www.hcd.ca.gov/grants-and-funding/income-limits/state-and-federal-income-rent-and-loan-value-limits> (see section for Official State Income Limits).

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

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

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

9. Please select streamlining provision/s the application was submitted pursuant to. If the project was submitted under one or more of the following pieces of legislation, please indicate which bill or bills. Select NONE if none apply.

"Use the drop-down menu to select one or more of the following options:

- NONE
- SB 9 (2021) - Duplex in SF Zone
- SB 9 (2021) - Residential Lot Split
- AB 2011 (2022)
- SB 6 (2022)
- SB 35 (2017)

10. Was a Density Bonus requested for this housing development? Answer yes or no.

11. Was a Density Bonus approved for this housing development? Answer yes or no.

12. Please indicate the status of the application. Use the drop drop-down menu to select one of the following options:

- Approved
- Pending
- Disapproved
- Withdrawn

13. Is the project considered a ministerial project or discretionary project? If a project has both ministerial and discretionary components, it is considered discretionary. Please select one of the following options:

- Ministerial
- Discretionary

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

TABLE A2

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

Fields 1 through 15 - Housing Development Information

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

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

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

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

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

In scenarios where development activity spans multiple years, the jurisdiction must only report activity that occurred within the reporting year. For example, if a project received building permits in 2022, but received entitlements in 2021, the 2022 APR must only include the building permit information (fields 7, 8 and 9). Activity from prior years may be included but is not required.

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

Please note: Group quarters facilities, such as dormitories, student housing, bunkhouses, and barracks, cannot be counted as housing units.

Net new units: If a building is being demolished to build the new units, the APR should report all new units. For example, if 10 units are being demolished on a site to build a 100-unit building, the APR should report 100 new units in the appropriate affordability column/columns and 10 units in the demolished/destroyed column. In the case of new construction where fewer units are being built than were there previously, do not report negative permits.

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

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

Fields 1 through 3 – Project Identifier and Unit Types

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

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

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

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

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

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

Fields 4 through 6 – Completed Entitlement

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

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

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

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

(see section for Official State Income Limits).

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

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

Fields 7 through 9 – Building Permit

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

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

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

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

(see section for Official State Income Limits).

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

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

Fields 10 through 12 – Certificates of Occupancy

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

- Very low-income households: 0-50 percent AMI

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

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

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

(see section for Official State Income Limits).

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

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

13. How many of the Units were Extremely-Low Income Units (Optional): To gain a greater understanding of the level of building activity to meet the needs of extremely low-income households in the state, HCD asks that you estimate, to the extent possible, the number of units affordable to extremely-low income households. This number will be a subset of the number of units affordable to very low-income households, as indicated in fields 4, 7 and 10 above. *Please note: The number entered in the very low section will not be reduced by the number entered here. Although completion of this field is optional, your input would be greatly appreciated.*

14. Please select streamlining provision/s the application was approved under. If the project was approved under one or more of the following pieces of legislation, please indicate which bill or bills. Select NONE if none apply.

"Use the drop-down menu to select one or more of the following options:

- NONE
- SB 9 (2021) - Duplex in SF Zone
- SB 9 (2021) - Residential Lot Split
- AB 2011 (2022)
- SB 6 (2022)
- SB 35 (2017)

15. Are these infill units? To gain a greater understanding of the level of infill housing activity in the state, HCD asks that you clarify if the housing units reported are infill by selecting "Yes" or "No." See the Definitions section for "infill housing units" definition.

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

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

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

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

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

- Acq/Rehab: CalHFA Acquisition/Rehab Loan Program
- AHP: Affordable Housing Program - Fed Home Loan
- AHSC: Affordable Housing and Sustainable Communities
- CalHOME: CalHOME
- CDBG: Community Development Block Grant
- CDLAC: CDLAC Bonds (CA Debt Limit Allocation Committee)
- CESH: CA Emergency Solutions & Housing
- ESG: Emergency Solutions Grant
- GSAF: Golden State Acquisition Fund
- HEAP: Homeless Emergency Aid Program
- HHAP: Homeless Housing, Assistance and Prevention Program
- HKEY: Homekey
- HOME: Housing Investment Partnership Program
- HOPWA: Housing Opportunities for Persons with AIDS
- IIG: Infill Infrastructure Grant
- LHTE: Local Housing Trust Funds
- LIHTC: CTCAC/Low Income Housing Tax Credits
- MHP: Multifamily Housing Program - HCD
- MHSA: Mental Health Services Act Funding
- MPRROP: Mobilehome Park Rehabilitation & Resident Ownership Program
- MRB: Mortgage Revenue Bonds
- MyHOME: MyHome Down Payment Assistance
- NHTF: National Housing Trust Fund
- NPLH: No Place Like Home
- PBS8: Section 8 Project-Based Rental Assistance
- PDLP: Predevelopment Loan Program
- RAD: Rental Assistance Demonstration Program
- RDA: Redevelopment Agency or Successor Agency Funds
- Sec 202: HUD Section 202 Housing for the Elderly
- Sec 811: Section 811 Project Rental Assistance
- SERNA: Joe Serna, Jr. Farmworker Housing Program
- SHMHP: Supportive Housing MHP

- SNHP: Special Needs Housing Program - CalHFA
- TOD: Transit Oriented Development Program
- USDA: USDA Rural Development Housing Programs
- VHHP: Veterans Housing and Homeless Prevention Program
- Other: Describe in Notes

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

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

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

- Sales prices and rents must meet the definition of affordable as defined in Health and Safety Code Section 50052.5 for owner-occupied units or Health and Safety Code section 50053 for renter-occupied units.
- Describe how the newly constructed rental or ownership housing units were determined to be affordable to very- low, low, and moderate income households without either public subsidies or restrictive covenants. This may be based on various methods considering sales prices or rents relative to the income levels of households, such as through a survey of comparable units in the area that show the unit would be affordable to very-low, low, or moderate income households.
 - The jurisdiction can consider comparable rental prices or new sales prices (actual or anticipated). The jurisdiction should consider costs for renters (i.e., 30 percent of household income for rent and utilities) or owners (e.g., 30 percent of household income for principal, interest, taxes, insurance and utilities, pursuant to Title 25 CCR Section 6920).
- In the absence of justification that the unit is affordable to a very- low, low, and moderate income household, the unit must be counted as above-moderate income.

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

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

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

Fields 21 through 24 Density Bonus Detail: The following fields must be completed for at least a sample of density bonus projects reported by the jurisdiction and should only be completed if “DB” is one of the selections in section 17.

- **Total Density Bonus Applied to the Project:** Please indicate the percentage of density bonus that was applied to the project.
 - If the planning area's maximum allowable density is calculated based on the allowable number of units, express your response as a percentage $(\text{New total number of units} - \text{Old total number of units}) / (\text{Old total number of units})$.
 - Alternatively, if the planning area's maximum allowable density is form- or volume-based, express your response as a percentage $(\text{New maximum allowable residential gross floor area} - \text{Old maximum allowable residential gross floor area}) / (\text{Old maximum allowable residential gross floor area})$.
- **Number of incentives and other modifications:** Enter the total number of other incentives, concessions, waivers, or other modifications given to the project (exclude parking waivers or parking reductions).
- **List the specific incentives, concessions, waivers, or other modifications given to the project using the drop-down menu.** You may choose more than one.
 - On-Site Improvements
 - Off-site Improvements
 - Development Standards
 - Other
- **Parking Reduction:** Did the project receive a reduction or waiver of parking standards? Answer Yes or No.
- **Notes:** Use this field to enter any applicable notes about the project or development. Completion of this field is optional.

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

Table B is a summary of prior permitting activity in the current planning cycle, including permitting activity for the calendar year being reported. Please note, the last year of the 5th cycle will only contain units with permit dates that occurred before the end of the cycle. The first year of the 6th cycle will only contain units with permits that occurred on or after the beginning of the cycle. Units permitted since the start of the 6th cycle RHNA projection period is also displayed on Table B. To assist jurisdictions in completing this form, HCD has pre-filled permit data as reported to HCD on prior APRs. Past unit information will auto-populate when the jurisdiction's name in the general information section of the "Start Here" tab is entered. Current year permitted units will auto-populate from data reported in Table A2. If permit activity for the current year is inaccurate, jurisdictions should make adjustments on field number 7, Affordability by Household Income – Building Permits in table A2.

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

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

Table B includes a subcategory which is a report on the extremely low-income unit housing need as determined by Government Code 65583(a)(1). The housing need for this income category is quantified in the housing element. This section is auto-populated based on data entered in Table A2, Section 8 and Section AI.

- 1. Regional Housing Needs Allocation by Income Level:** Lists the jurisdiction's assigned RHNA for the planning cycle by income group. This field will auto-populate once the jurisdiction's name is entered in the "Start Here" tab.
- 2. Year:** Lists the building permit data for each year of the RHNA planning cycle beginning in the first year and ending with the data from the current reporting year, which can be found in Table A2. Includes the portion of the RHNA projection period that occurs before the start of the planning period.
- 3. Total Units to Date (all years):** Totals the number of units permitted in each income category.
- 4. Total Remaining RHNA by Income Level:** This field uses the information from the "Total Units to Date" category and deducts the units by income category from the jurisdiction's assigned RHNA number. Note: The total units remaining to meet the RHNA allocation is in the bottom right hand corner.
- 5. Extremely low-income housing need:** Chapter 649, Statutes of 2022 (AB 2094) requires reporting progress toward meeting the housing need for extremely low-income households as determined by Government Code 65583(a)(1) and quantified in the housing element. Default value included in Table B is half of the very low-income housing need determined pursuant to Government Code 65584. The value in the cell may be modified.

6. Total Units to Date (all years): Total number of extremely low-income units reported in the planning period. HCD provides auto-populated data, based on prior APR submissions, starting with reporting year 2018.

7. Total Remaining Units: This field uses the information from the “Total Units to Date” category and deducts the number of units reported from the jurisdiction’s extremely low-income need.

TABLE C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need

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

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

2. Date of Rezone: If a rezone was required, identify the date the rezone occurred. Enter the date as month/day/year (e.g., 6/1/2020).

3. RHNA Shortfall by Household Income Category: For each development or site, list the number of units that are affordable to the following income levels (refer to the Definitions section for more detail):

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

4. Rezone Type: From the dropdown list, select one of the following for each project:

- **No Net Loss** (Government Code section 65863): When a jurisdiction permits or causes its housing element sites inventory site capacity to be insufficient to meet its remaining unmet RHNA for lower and moderate-income households. In general, a jurisdiction must demonstrate sufficient capacity on existing sites or make available adequate sites within 180 days of there being insufficient sites to meet the remaining RHNA.
- **Unaccommodated Need** (Government Code section 65584.09): When a jurisdiction failed to identify or make adequate sites available in the prior planning period to accommodate its RHNA by income category. Note: When this condition occurred, the housing element in the current planning period in most cases will have a program to make available adequate sites to address the unmet RHNA by income category in the first year of the planning period.
- **Shortfall of Sites** (Government Code section 65583, subdivision (c)(1)): When a jurisdiction does not identify adequate sites to accommodate its RHNA by income category in the current planning period. Note: When this condition occurred, the housing element for the current planning period must have included a program to make available adequate sites to address the

unmet RHNA by income category. For jurisdictions on an eight-year planning period, the rezones must be complete within the first three years of the planning period.

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

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

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

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

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

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

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

TABLE D

Program Implementation Status Pursuant to Government Code Section 65583

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

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

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

- Adequate sites (Gov. Code, § 65583, subd. (c)(1)). *Please note: Where a jurisdiction has included a rezone program pursuant to Government Code section 65583.2, subdivision (h) to address a shortfall of capacity to accommodate its RHNA, Table C must include specific information demonstrating progress in implementation including total acres, brief description of sites, date of rezone, and compliance with by-right approval and density requirements.*
- Assist in the development of low- and moderate-income housing (Gov. Code, § 65583, subd. (c)(2)).
- Remove or mitigate constraints (Gov. Code, § 65583, subd. (c)(3)).
- Conserve and improve existing affordable housing (Gov. Code, § 65583, subd. (c)(4)).
- Promote and affirmatively further fair housing opportunities (Gov. Code, § 65583, subd. (c)(5)).

- Preserve units at-risk of conversion from low-income use (Gov. Code, § 65583, subd. (c)(6).

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

TABLE E
Commercial Development Bonus Approved Pursuant to Government Code
Section 65915.7

Government Code section 65915.7 states:

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

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

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

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

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

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

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

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

***Please note this table is optional:** The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code*

section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net new housing units and must be reported in Table A2 and not reported in Table F.

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

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

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

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

TABLE F2

Units Converted Pursuant to Government Code Section 65400.2

Please note this table is optional: Jurisdictions may receive credit for up to 25% of their moderate-income RHNA for units converted to moderate income. The jurisdiction can use this table to report multifamily units that have been converted to deed restricted moderate income housing pursuant to Government Code section 65400.2 to receive RHNA credit. The report shall clearly indicate that these were not newly constructed units.

For purposes of this section, a unit may be reported as a converted unit only if the following apply to the unit:

- The rent for the unit prior to conversion was not affordable to very low, low-, or moderate-income households.
- The unit is subject to a long-term recorded regulatory agreement with a public entity that requires the unit to be affordable to, and occupied by, persons of moderate income for a term of 55 years.
- The initial post conversion rent for the unit is at least 10 percent less than the average monthly rent charged over the 12 months prior to conversion.
- The unit is in decent, safe, and sanitary condition at the time of occupancy following the conversion.
- The unit was not acquired by eminent domain as part of the conversion.
- The unit is subject to a governmental monitoring program to ensure continued affordability and occupancy by qualifying households.

Please refer to Government Code 65400.2 for complete list of requirements the conversion must meet to be reportable on the APR.

1. APN: Enter the parcel number of the identified property.

2. Street Address/Intersection: Enter the street address of the property. If no street address is available, enter the closest known intersection.

3. Project Name – Enter the project name, if available (optional field).

4. Local Jurisdiction Tracking ID – This may be the permit number or other identifier (optional field).

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

- 2-4 (two- to four-unit structures)
- 5+ (five or more unit structure, multifamily)

6. Tenure: Applicable projects may only be available as rental housing.

- Renter occupant (R)

7. Affordability by Household Income After Conversion – Affordability – Enter the number of units by affordability in the housing development after conversion. If there were new units added to the housing development, also include only the new units in Tables A and A2 as applicable.

8. Total Moderate-Income Units Converted from Above Moderate – Total number of units that were converted to moderate income. Units entered in the column will count for up to 25% of the moderate-income RHNA.

9. Date – Enter the date the conversion took place. This could be the date that the new regulatory agreement was effective. Must have occurred during the reporting year to receive RHNA credit.

10. Notes (Optional): Please include any applicable notes providing additional description or information.

TABLE G

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

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

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

TABLE H

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

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

<https://cahcd.maps.arcgis.com/apps/webappviewer/index.html?id=5a63b04d7c494a6ebb2aa38a2c3576f5>

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

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

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

Parcel description must include the following:

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

- Industrial
- Public Facilities
- Vacant
- Air Rights
- Other

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

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

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

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

TABLE J

Student Housing Development with a Density Bonus Approved Pursuant to Government Code section 65915(b)(1)(F)

Note: Student housing is considered group quarters and does not count as progress toward the RHNA. Do not enter projects entered on Table J onto Tables A or A2.

Student housing developments must meet the following requirements in order to be included in Table J:

- Twenty percent of the total units for lower income students in a student housing development that meets the following requirements:
- All units in the student housing development will be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. The developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the city, county, or city and county that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions.
- The applicable 20-percent units will be used for lower income students.
- The rent provided in the applicable units of the development for lower income students shall be calculated at 30 percent of 65 percent of the area median income for a single-room occupancy unit type.
- The development will provide priority for the applicable affordable units for lower income students experiencing homelessness. A homeless service provider, as defined in paragraph (3) of subdivision (e) of Section 103577 of the Health and Safety Code, or institution of higher education that has knowledge of a person's homeless status may verify a person's status as homeless for purposes of this subclause.

For purposes of calculating a density bonus granted pursuant to this subparagraph, the term “unit” as used in this section means one rental bed and its pro rata share of associated common area facilities. The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years.

1. APN: Enter the parcel number of the identified property.

2. Street Address/Intersection: Enter the street address of the property. If no street address is available, enter the closest known intersection.

3. Project Name – Enter the project name, if available (optional field).

4. Local Jurisdiction Tracking ID – This may be the permit number or other identifier (optional field).

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

- SH (student housing)

6. Date – Enter the date the student housing development was approved (entitled).

7. Units Approved – Affordability – For purposes of calculating a density bonus granted pursuant to this subparagraph, the term “unit” as used in this section means one rental bed and its pro rata share of associated common area facilities. The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years.

8. Total Additional Units Created Due to Density Bonus – Enter the total number of units that were added to the development as a result of the granting of the density bonus. For purposes of calculating a density bonus granted, the term “unit” as used in this section means one rental bed and its pro rata share of associated common area facilities. The units entered in this section shall be subject to a recorded affordability restriction of 55 years.

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

TABLE K

Tenant Preference Policy Adopted Pursuant to Government Code Section 7061

A local government adopting a tenant preference policy shall provide, on an annual basis, to the Department of Housing and Community Development a current link to the webpage, as described in paragraph (1), in its annual housing element report, as required by paragraph (2) of subdivision (a) of Section 65400.

1. Does the Jurisdiction have a local tenant preference policy? Select Yes or No

2. If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials. Please include an active URL to the website containing the ordinance.

3. Notes: Add any applicable notes (optional).

Local Early Action Planning (LEAP) Grant Reporting

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

- 1. Total Award Amount:** Utilizing the LEAP application and award letter, fill in the total award amount for all proposed LEAP activities.
- 2. Task:** Utilizing Attachment 1: Project Timeline and Budget from the LEAP application, fill in all project level tasks. Do not fill in sub-tasks. For example, an application might include a project level task to prepare and adopt a downtown specific plan. In this case, simply fill in the downtown specific plan and do not fill in sub-tasks such as outreach, traffic studies, drafting and adoption.
- 3. \$ Amount Awarded:** Utilizing Attachment 1: Project Timeline and Budget from the LEAP application, fill in the total amount awarded for each project level task.
- 4. \$ Cumulative Reimbursement Requested:** Utilizing reimbursement requests sent to HCD, add up all requested amounts for each project level task. Note, this is reimbursement “requested” and not reimbursement “received”. At the time of reporting, some reimbursement requests may be in process. The table does not need to address reimbursements in process.
- 5. Task Status:** Select either completed, in progress or other for project level tasks. Include additional description in the notes column as appropriate for information such as upcoming milestones, anticipated completion dates, any schedule slippage or progress as a percentage of completion (e.g., 50 percent complete).
- 6. Other Funding:** Note any other funding sources by amount being utilized to complete each project level task. If no other funding sources are being utilized, enter N/A. Examples of other funding include the SB 2 planning grants program, the SB 1 sustainability planning grants program and local general funds.
- 7. Notes:** Enter any other relevant information related to progress and impacts such as reasons for delays, anticipated numerical outcomes, etc.
- 8. Summary of Entitlements, Building Permits and Certificates of Occupancy:** These tables will auto-populate from Table A2.

Agenda Item 1.I

RECOMMENDATION

Staff recommends that the City Council:

Adopt Resolutions finding, for each of the below, that strict compliance with the contracting procedure for “general services” under Tracy Municipal Code Section 2.20.180(b)(4) is not in the best interest of the City and

- i) A) Rescinding Resolution #2023-230 approving a General Services Agreement with Jim Brisco Enterprises, Inc. for Wastewater Treatment Biosolids Loading, Hauling and Disposal for a term of one (1) year beginning on September 1, 2023, and a not-to-exceed amount of \$176,700 annually and**

B) Approving Jim Brisco Enterprises, Inc. for Wastewater Treatment Plant Biosolids Loading, Hauling and Disposal for a term of one (1) year beginning on December 5, 2023 and a not-to-exceed amount of \$176,700 annually;
- ii) Approving a General Services Agreement with Alpha Analytical Laboratories, Inc. for Laboratory Testing Services for a term of fifteen (15) months, with an administrative option to extend for up to five years, in any combination of length and not-to-exceed annual amount of \$60,180 per fiscal year; and**
- iii) Approving a General Services Agreement with Eurofins Eaton Analytical, LLC for Laboratory Testing Services for a term of fifteen (15) months, with an administrative option to extend for up to five years, in any combination of length, and a not-to-exceed annual amount of \$23,451 per fiscal year.**

EXECUTIVE SUMMARY

City Council is being asked to rescind a previously approved General Services Agreement (GSA) and approve three new GSAs for services related to the City’s Wastewater Treatment Plant. The funding for these GSAs is captured in the annual Fund 511 (Water) and Fund 521 (Wastewater) operations and maintenance budgets.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy Wastewater Treatment Plant is required by the State Water Resources Control Board under its National Pollutant Discharge Elimination System (NPDES) and Waste Discharge Requirement (WDR) permits to conduct water quality testing and analysis of its wastewater (influent and effluent) to ensure it does not exceed certain standard limits set forth under those permits. It is also required under those same permits to properly dispose of the bio-solids that are removed during the treatment process. The

City contracts with outside vendors to provide these services and ensure compliance with Federal, State, and Local mandates.

The City's Water Treatment Plant is required by the State Water Resources Control Board Division of Drinking Water to conduct water quality testing and analysis of its water treatment facilities as well as distribution system to ensure the health and safety of its Domestic Water Supply. The testing and analysis provided ensures that the City does not exceed certain standard limits set forth under these regulations.

The required tests and analysis must be performed by a California Environmental Laboratory Accreditation Program (CA ELAP) certified laboratory and the results are shared with the State at set intervals. Both Alpha Analytical Laboratories, Inc. and Eurofins Eaton Analytical, LLC meet this CA ELAP criterion. The City's laboratory is CA ELAP certified, however, due to the cost to purchase and maintain specialized equipment to perform these tests, the staff to analyze and run the samples, and the required timing to conduct the testing and analysis, the City must contract out for some of its testing and analysis to be in compliance with its regulatory permitting.

The services delivered to the City by these agreements provide the necessary federal, state, and local compliance requirements.

ANALYSIS

During recent auditing of past purchasing practices within the Utilities Division, it was discovered that several contracts being utilized did not strictly adhere to established City Purchasing Policies. Based on the internally initiated, quality control audit, staff identified one contract that need to have the contract start date corrected to reflect City Council approval and identified two contracts for reoccurring services that needed to be run through the City's procurement process. The corrected actions for the latter two were to conduct the formal bid process and to bring all three agreements to City Council for approval and authorization by resolution.

The Jim Brisco Enterprises, Inc. agreement was brought to City Council on December 5, 2023, and was authorized by Resolution #2023-230, however, during the contract's final routing for signature, it was noticed that the contract start date on the agreement was written as September 1, 2023, which was before Council authorization on December 5, 2023. For this reason, it is being requested that the previous Resolution #2023-230 be rescinded, and City Council authorize the new amended agreement and Resolution which reflects the correct term start date of December 5, 2023, if approved.

Both Alpha Analytical Laboratories, Inc. and the Eurofins Eaton Analytical, LLC have been historically utilized by the Utilities Laboratory to meet regulatory compliance, however, it was determined that the City did not conduct formal bid processes for either of these services. These two firms were historically selected based on an informal procurement process that weighed their ability to perform the required testing, analyses, and prior satisfactory work, and relative costs based on quotes and estimates. Rather than formal written City agreement, these service providers were also contracted less formally by quote and purchase order.

Procurement Procedures

In order to correct these identified procurement policy deficiencies, on May 30, 2023, staff followed established procedures, in accordance with professional services agreements under Tracy Municipal Code, Section 2.20.140, and conducted a one-time Notice Inviting Bids (NIB) to solicit qualified and experienced vendors with CA ELAP certification to provide competitive rates to conduct the necessary testing and analysis. As of June 29, 2023, staff received four (4) qualified proposals. After careful review and analysis, Alpha Analytical Laboratories, Inc. and Eurofins Eaton Analytical, LLC were selected based on their competitive rates and ability to deliver the required services and deliverables. Alpha Analytics Laboratories, Inc. will provide services for Wastewater regulatory compliance and Eurofins Eaton Analytical, LLC will provide services for Water regulatory compliance.

On May 30, 2023, staff followed established procedures, in accordance with professional services agreements under Tracy Municipal Code, Section 2.20.140, and conducted a one-time Notice Inviting Bids (NIB) to solicit qualified and experienced vendors to provide competitive rates to conduct the necessary removal, loading, hauling, and disposal of biosolids from the drying beds stockpiled at the Wastewater Treatment Plant located at 3900 Holly Drive. These biosolids are a by-product of the wastewater treatment process. As of June 21, 2023, staff received six (6) qualified proposals. After careful review and analysis, Jim Brisco Enterprises, Inc. was selected based on their competitive rates and ability to deliver the required services and deliverables. Consultant is a qualified proposer with the lowest cost of services, has good references, and has completed similar work with other agencies in a satisfactory manner, including the City of Tracy and therefore was selected based on that criterion.

Staff recommends that City Council adopt findings that strict compliance with the contracting procedure for “general services” agreements under Tracy Municipal Code Section 2.20.180(b)(4) is not in the best interest of the City.

Tracy Municipal Code, Section 2.20.140 provides a qualifications-based bidding selection process for “professional services agreements” including evaluation of which proposer best meets the City’s needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services, and evaluation of which proposals best fit the criteria set forth in the City’s request for proposals.

The Services presently required by the City do not fall squarely into the definition of “professional services” provided in Tracy Municipal Code Section 2.20.030(c) and thus may fall into the definition of “general services” provided Tracy Municipal Code Section 2.20.030(f).

Barring an exception, Tracy Municipal Code Section 2.20.180(a)(5) requires the City award a contract for “general services” to the “lowest responsible bidder,” irrespective of qualifications necessary for the satisfactory performance of the required services. Tracy Municipal Code Section 2.20.180(b)(4) authorizes the City Council to approve an exception to the contracting procedure for general services agreements where the Council finds compliance is not in the best interest of the City for the subject services.

Accordingly, Staff recommends that City Council adopt findings that strict compliance with the contracting procedure for “general services” agreements under Tracy Municipal Code

Section 2.20.180(b)(4) is not in the best interest of the City for the three subject general services agreements with Jim Brisco Enterprises, Inc., Alpha Analytical Laboratories, Inc., and Eurofins Eaton Analytical, LLC because these contractors possess the unique qualifications and project-specific past experience with the City required to perform their respective services for the City competently and efficiently, and because City staff nonetheless proceeded with parallel contracting procedures required for professional services agreements as provided in Tracy Municipal Code 2.20.140.

Staff Recommendations for Approval of Three Agreements

Utilities staff is requesting City Council approval of this item which will result in authorizing staff to execute the attached three (3) GSAs summarized as follows:

- 1) Alpha Analytical Laboratories, Inc.
 - a. An initial 15-month term, commencing March 19, 2024, and expiring on June 30, 2025;
 - b. Annual not-to-exceed amount of \$60,180 per fiscal year;
 - c. Approval of this item would further authorize the City Manager to extend the term of the GSA an additional five (5) years at the same annual not-to-exceed amount of \$60,180 per fiscal year;
 - d. The process of selecting Alpha Analytical Laboratories, Inc. complies with the local and state laws governing public bidding contracts;
 - e. Alpha Analytical Laboratories, Inc. was selected to provide the required testing and analysis for the Wastewater Treatment Plant and is being recommended for approval by City Council based on their cost, and taking into consideration response time, specialty, and past performance with the City;
 - f. The consulting work of Alpha Analytical Laboratories, Inc. will be supervised by City staff.
- 2) Eurofins Eaton Analytical, LLC,
 - a. An initial 15-month term, commencing March 19, 2024, and expiring on June 30, 2025;
 - b. An annual not-to-exceed amount of \$23,451 per fiscal year;
 - c. Approval of this item would further authorize the City Manager to extend the term of the GSA an additional five (5) years at the same annual not-to-exceed amount of \$23,451 per fiscal year;
 - d. The process of selecting Eurofins Eaton Analytical, LLC complies with the local and state laws governing public bidding contracts;
 - e. Eurofins Eaton Analytical, LLC was selected to provide the required testing and analysis for the Water Treatment Plant and is being recommended for approval by City Council based on their cost, and taking into consideration response time, specialty, and past performance with the City;
 - f. The consulting work of Eurofins Eaton Analytical, LLC. will be supervised by City staff.
- 3) Jim Brisco Enterprises, Inc.
 - a. An initial one-year term, commencing on December 5, 2023, and expiring on December 4, 2024;
 - b. An annual not-to-exceed amount of \$176,700 annually;

- c. No administrative option to extend by City Manager;
- d. The process of selecting Jim Brisco Enterprises, Inc. complies with the local and state laws governing public bidding contracts;
- e. Jim Brisco Enterprises, Inc. was selected to provide the required bio-solids loading, hauling, and disposal from the Treatment Plant and is being recommended for approval by City Council based on their cost, and taking into consideration response time, specialty, and past performance with the City;
- f. The consulting work of Jim Brisco Enterprises, Inc. will be supervised by City staff.

Utilities staff followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and conducted a one-time Notice Inviting Bids (NIB) to solicit qualified and experienced vendors to provide the professional services requested for each of the three contracts.

FISCAL IMPACT

The cost of the agreement with Alpha Analytical Laboratories, Inc. and Jim Brisco Enterprises, Inc. is fully funded through the Wastewater (Fund 521) annual operations and maintenance budget. The cost of the agreement with Eurofins Eaton Analytical, LLC is fully funded through the Water (Fund 511) annual operations and maintenance budget.

This table identifies the amount previously expended to each of the vendors over a five (5) year period (2019 to 2024) for their professional services to comply with NPDES/WDR permitting and Public Water Systems regulations.

	Alpha Analytical Laboratories, Inc.	Eurofins Eaton Analytical, LLC	Jim Brisco Enterprises, Inc.
FY18/19	\$ 28,650.00	\$ 57,090.00	\$ 73,684.04
FY19/20	\$ 58,439.00	\$ 73,185.00	-
FY20/21	\$ 23,566.00	\$ 56,944.00	-
FY21/22	\$ 90,929.75	\$ 59,068.00	-
FY22/23	\$ 71,773.00	\$ 30,974.00	\$ 147,294.49
FY23/24	\$ 29,092.50	\$ 28,535.00	\$ 86,676.06
	\$ 302,450.25	\$ 305,796.00	\$ 307,654.59

PUBLIC OUTREACH/ INTEREST

No public outreach or education was conducted for this item.

COORDINATION

There was no coordination with other agencies or interdepartmentally with the City on this item.

CEQA DETERMINATION

This item is subject to the categorical exemption under CEQA Guidelines § 15301 for an action that “consists of the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.” Here, there is no or negligible expansion of an existing use previously reviewed and approved under CEQA.

STRATEGIC PLAN

This agenda item is consistent with the City’s Quality of Life Strategy and meets the goals to ensure physical infrastructure and systems necessary for the health and safety of the Tracy community through improved water quality.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council:

Adopt Resolutions finding, for each of the below, that strict compliance with the contracting procedure for “general services” under Tracy Municipal Code Section 2.20.180(b)(4) is not in the best interest of the City and

- i) A) Rescinding Resolution #2023-230 approving a General Services Agreement with Jim Brisco Enterprises, Inc. for Wastewater Treatment Biosolids Loading, Hauling and Disposal for a term of one (1) year beginning on September 1, 2023, and a not-to-exceed amount of \$176,700 annually and

 B) Approving Jim Brisco Enterprises, Inc. for Wastewater Treatment Plant Biosolids Loading, Hauling and Disposal for a term of one (1) year beginning on December 5, 2023 and a not-to-exceed amount of \$176,700 annually;
- ii) Approving a General Services Agreement with Alpha Analytical Laboratories, Inc. for Laboratory Testing Services for a term of fifteen (15) months, with an administrative option to extend for up to five years, in any combination of length and not-to-exceed annual amount of \$60,180 per fiscal year; and
- iii) Approving a General Services Agreement with Eurofins Eaton Analytical, LLC for Laboratory Testing Services for a term of fifteen (15) months, with an administrative option to extend for up to five years, in any combination of length, and a not-to-exceed annual amount of \$23,451 per fiscal year.

Prepared by: Stephanie Reyna-Hiestand, Assistant Director of Utilities

Reviewed by: Brian MacDonald, Interim Director of Public Works
Sara Cowell, Director of Finance
Karin Schnaider, Assistant City Manager
Bijal M. Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

- A - GSA – Alpha Analytical Laboratories, Inc.
- B - GSA – Eurofins Eaton Analytical, Inc.
- C - GSA – Jim Brisco Enterprises, Inc.

**CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
ALPHA ANALYTICAL LABORATORIES, INC. FOR WASTEWATER
LABORATORY TESTING SERVICES**

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Alpha Analytical Laboratories, 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 laboratory testing services ("Services"); and

B. On May 30, 2023, the City issued a Notice Inviting Bids (NIB) for Laboratory Analysis and Testing Services (**Project**). On June 28, 2023, Consultant submitted its proposal for the Project to the City. Bid proposal was received by City staff and reviewed by the Laboratory Superintendent and Assistant Director of Utilities. City received a total of five bid proposals. City has determined that Consultant possesses the skills, experience and certification required to provide the specified 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 2024-_____ approved by Tracy City Council on January 16, 2024.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Upon request from the City, Consultant shall timely perform the Services, including those 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: David Pingatore. 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 subConsultants or subconsultants, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement or uses any such subconsultant.

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 may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin on January 16, 2024 and end on June 30, 2025, unless terminated in accordance with Section 6. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. The

fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

2.1.A Option to Extend: This Agreement may be extended for up to an additional five years, in any combination of length, by the City manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$60,180.00 annually per fiscal year. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. 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. 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. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2 Invoices. Consultant 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. Consultant's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Consultant.

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

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 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 subConsultants; "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".

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 the 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 mediator 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. Consultant 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 Consultants and subConsultants (§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, Consultant 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 Consultant and Subconsultants 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. Consultant 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 subconsultant, any worker, or any other third party.

8.2 Registration with DIR. Consultant 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 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, upon termination of 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.

10. 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.

10.1 Non-Exclusive General 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 that Consultant is providing to the City under this Agreement. 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 to Consultant so as to satisfy the City's needs.

11. 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.

12. 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.

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:

City of Tracy
Office of Director of Operations & Utilities
520 Tracy Blvd
Tracy, CA 95376

To Consultant:

Alpha Analytical Laboratories, Inc.
David Pingatore, Vice President
208 Mason Street
Ukiah, CA 95482

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 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.

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. No waiver shall be effective unless it is in writing and signed by the waiving party.

14.4 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.

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. Consultant 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. Consultant 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. 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.).

14.7 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 entity and that it is in good standing. If Consultant 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, 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.

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.

14.11 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.

14.12 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.

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.

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

14.15 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.

15. 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]

City of Tracy – General Services Agreement with Alpha Analytical Laboratories, Inc.

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

Consultant

Alpha Analytical Laboratories, Inc., a California corporation

DocuSigned by:

Robbie Phillips

By: Robbie C. Phillips

Title: President

Date: 9/13/2023 | 8:54 AM PDT

Federal Employer Tax ID No. _____

DocuSigned by:

David Pingatore

By: David Pingatore

Title: Vice President

Date: 9/13/2023 | 9:00 AM 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

Consultant to provide wastewater testing services as requested with a not to exceed amount of \$61,180 annually. Laboratory Superintendent or his delegates will notify Consultant via email or phone when testing services are desired.

EXHIBIT B - Compensation



Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
 Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
 Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
Effective: 09/01/23
Expires: 06/30/25

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Soil					
8081/8082 Pest/PCB	EPA 8081A/8082	1	10	\$145.00	\$145.00
8260B Full List	EPA 8260B	1	10	\$125.00	\$125.00
8270 Diazinon and Chlorpyrifos SIM	EPA 8270SIM	1	10	\$175.00	\$175.00
8270 Regular List	EPA 8270C	1	10	\$175.00	\$175.00
Ag Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Al Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Alkalinity 2320B	SM2320B	1	10	\$25.00	\$25.00
Ammonia as N	SM4500-NH3 G	1	10	\$25.00	\$25.00
As Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Ba Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Be Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Ca Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
CAM 17 Metals by EPA 6010B/7471A	varies	1	10	\$150.00	\$150.00
CAM 17 Metals by EPA 6020B	varies	1	10	\$150.00	\$150.00
Cd Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Co Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Coliform, FecalHiDil	SM9221	1	10	\$100.00	\$100.00
Coliform, TCFC HiDil	varies	1	10	\$100.00	\$100.00
Coliform, Total HiDil	SM9221	1	10	\$100.00	\$100.00
Cr Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Cu Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Dioxins Full List	EPA 1613A	1	14	\$700.00	\$700.00
Extraction DI WET	Title 22 DIWET	1	10	\$60.00	\$60.00
Extraction STLC	Title 22 WET	1	10	\$60.00	\$60.00
Extraction TCLP	Title 22 WET	1	10	\$85.00	\$85.00

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 Tracy CA, 95376
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Project: Master WW Services

Quoted: 6/23/2023
Effective: 09/01/23
Expires: 06/30/25

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Fe Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Fluoride 300.0	EPA 300.0	1	10	\$25.00	\$25.00
Hg Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
J-Flag MDL Reporting Format	-	1	10	\$0.00	\$0.00
K Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Metals Preparation & Digest	-	1	10	\$5.00	\$5.00
Mg Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Mn Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Mo Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Na Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Ni Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Nitrate 300.0	EPA 300.0	1	10	\$40.00	\$40.00
Nitrate as N 300.0	EPA 300.0	1	10	\$40.00	\$40.00
Nitrite 300.0	EPA 300.0	1	10	\$40.00	\$40.00
Nitrite as N 300.0	EPA 300.0	1	10	\$40.00	\$40.00
Nitrogen, Total Calc	Calculation	1	10	\$5.00	\$5.00
NO2+NO3-N by 300.0	varies	1	10	\$50.00	\$50.00
O&G (HEM)	EPA 9071B	1	10	\$75.00	\$75.00
O&G (HEM) with Silica Gel	EPA 9071B	1	10	\$145.00	\$145.00
P Total ICP 6010	EPA 6010B	1	10	\$20.00	\$20.00
Pb Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
S Sulfur Total ICP 6010	EPA 6010B	1	10	\$40.00	\$40.00
Sb Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Se Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Sn Total ICP 6010	EPA 6010B	1	10	\$20.00	\$20.00
Solids, Dry Weight	SM2540G	1	10	\$40.00	\$40.00

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Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
Effective: 09/01/23
Expires: 06/30/25

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Solids, TFS-SM2540	SM2540G	1	10	\$40.00	\$40.00
Solids, Total Sludge 2540G	SM2540G	1	10	\$40.00	\$40.00
Solids, TVS	SM2540G	1	10	\$40.00	\$40.00
Solids, VSS-SM2540E	EPA 160.4	1	10	\$40.00	\$40.00
Sulfate 300.0	EPA 300.0	1	10	\$25.00	\$25.00
Tl Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Total Kjeldahl Nitrogen	EPA 351.2	1	10	\$40.00	\$40.00
TPH D/MO	EPA 8015B	1	10	\$60.00	\$60.00
TPH G	EPA 8015B	1	10	\$60.00	\$60.00
TPH Multi-Range	varies	1	10	\$120.00	\$120.00
V Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Zn Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Water					
608.3 CTR Pest/PCB	EPA 608.3	1	10	\$145.00	\$145.00
608.3 Pest/PCB	EPA 608.3	1	10	\$145.00	\$145.00
624.1 CTR Volatiles	varies	1	10	\$125.00	\$125.00
624.1 Volatiles	EPA 624.1	1	10	\$100.00	\$100.00
625.1 CTR with SIM Group	varies	1	10	\$245.00	\$245.00
625.1 Semivolatiles Group	varies	1	10	\$175.00	\$175.00
8081/8082 Pest/PCB	EPA 8081A/8082	1	10	\$145.00	\$145.00
8260B Full List	EPA 8260B	1	10	\$125.00	\$125.00
8270 Diazinon and Chlorpyrifos SIM	EPA 8270SIM	1	10	\$175.00	\$175.00
8270 Regular List	EPA 8270C	1	10	\$175.00	\$175.00
8315A Formaldehyde	EPA 8315A	1	10	\$245.00	\$245.00
Ag Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Ag Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00

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Analytical Services Quotation

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Phone: (209) 831-6325
Project: Master WW Services

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Expires: 06/30/25

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Ag Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Al Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Al Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Al Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Alkalinity 2320B	SM2320B	1	10	\$25.00	\$25.00
Ammonia	SM4500-NH3 G	1	10	\$25.00	\$25.00
Ammonia as N	SM4500-NH3 G	1	10	\$25.00	\$25.00
As Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
As Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
As Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Asbestos TEM WW	EPA 100.1	1	10	\$375.00	\$375.00
B Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Ba Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Be Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Be Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Be Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
BOD-SM5210B	SM5210B	1	10	\$50.00	\$50.00
BTotal ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Ca Total 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Ca Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
CAM 17 ICP 200.7 Metals	varies	1	10	\$150.00	\$150.00
CAM 17 ICP/MS 200.8	varies	1	10	\$150.00	\$150.00
CAM 17 Metals by EPA 6010B/245.1	varies	1	10	\$150.00	\$150.00
CAM 17 Metals by EPA 6020B	varies	1	10	\$150.00	\$150.00
CBOD-SM5210B	SM5210B	1	10	\$50.00	\$50.00
Cd Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00

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Cd Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Cd Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Chloride 300.0	EPA 300.0	1	10	\$25.00	\$25.00
Chlorine by SM4500CIF	SM4500-CI F	1	10	\$25.00	\$25.00
Co Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Co Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Co Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
COD-SM5220D	SM5220D	1	10	\$40.00	\$40.00
Coliform, Fecal 15	SM9221C,E	1	10	\$65.00	\$65.00
Coliform, TCFC 15	varies	1	10	\$85.00	\$85.00
Coliform, Total 15	SM9221B,C	1	10	\$75.00	\$75.00
Conductivity	SM2510B	1	10	\$20.00	\$20.00
Cr Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Cr Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Cr Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Cr6 218.6	EPA 218.6	1	10	\$55.00	\$55.00
Cu Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Cu Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Cu Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Cyanide Low Level 3ppb	10-204-00-1-X	1	10	\$50.00	\$50.00
Dioxin 2378 TCDD	EPA 1613	1	14	\$325.00	\$325.00
Dioxins Full List	EPA 1613A	1	14	\$700.00	\$700.00
Diss Oxygen SM4500-O G	SM4500-O G	1	10	\$25.00	\$25.00
DOC-SM5310	SM5310C	1	10	\$65.00	\$65.00
Enterococci	Enterolert	1	10	\$50.00	\$50.00
Extraction DI WET	Title 22 DIWET	1	10	\$60.00	\$60.00

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Extraction STLC	Title 22 WET	1	10	\$60.00	\$60.00
Extraction TCLP	Title 22 WET	1	10	\$85.00	\$85.00
Fe Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Fe Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Fe Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Fluoride 300.0	EPA 300.0	1	10	\$25.00	\$25.00
Hardness, Total	varies	1	10	\$40.00	\$40.00
Hg 1631	EPA 1631E	1	10	\$90.00	\$90.00
Hg Methyl as Hg	EPA 1630	1	10	\$125.00	\$125.00
Hg Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Hg UltraLow 245.1	EPA 245.1	1	10	\$50.00	\$50.00
J-Flag MDL Reporting Format	-	1	10	\$0.00	\$0.00
K Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
K Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
MBAS- SM5540C	SM5540C	1	10	\$50.00	\$50.00
Metals Preparation & Digest	-	1	10	\$5.00	\$5.00
Mg Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Mg Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Mn Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Mn Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Mn Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Mo Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Mo Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Mo Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Na Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Na Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00

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Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
Effective: 09/01/23
Expires: 06/30/25

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Ni Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Ni Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Ni Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Nitrate 300.0	EPA 300.0	1	10	\$25.00	\$25.00
Nitrate as N 300.0	EPA 300.0	1	10	\$25.00	\$25.00
Nitrite 300.0	EPA 300.0	1	10	\$25.00	\$25.00
Nitrite as N 300.0	EPA 300.0	1	10	\$25.00	\$25.00
Nitrogen, Total Calc	Calculation	1	10	\$5.00	\$5.00
NO ₂ +NO ₃ as N SM4500-NO ₃ E	SM4500-NO ₃ E	1	10	\$75.00	\$75.00
NO ₂ +NO ₃ -N by 300.0	varies	1	10	\$50.00	\$50.00
O&G (HEM)	EPA 1664A	1	10	\$75.00	\$75.00
O&G (HEM) with Silica Gel	EPA 1664A	1	10	\$145.00	\$145.00
Orthophosphate 300.0	EPA 300.0	1	10	\$25.00	\$25.00
P Total ICP 6010	EPA 6010B	1	10	\$20.00	\$20.00
Pb Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Pb Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Pb Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
pH Water SM4500	SM4500-H+ B	1	10	\$20.00	\$20.00
Phenols	EPA 420.1	1	10	\$85.00	\$85.00
Phosphate Total SM4500-P F	SM4500-P F	1	10	\$30.00	\$30.00
Phosphorus-SM4500	SM4500-P F	1	10	\$30.00	\$30.00
S Sulfur ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
S Sulfur Total ICP 6010	EPA 6010B	1	10	\$40.00	\$40.00
Sb Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Sb Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Sb Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00

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Analytical Services Quotation

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Address: 520 S. Tracy Blvd
Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
Effective: 09/01/23
Expires: 06/30/25

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Se Tot Reaction Mode 200.8	EPA 200.8	1	10	\$40.00	\$40.00
Se Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Se Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Se Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Silica as SiO2 ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Silica by 4500SI	SM4500-SiO2 C	1	10	\$25.00	\$25.00
Sn Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Sn Total ICP 6010	EPA 6010B	1	10	\$20.00	\$20.00
Sn Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Solids, Dry Weight	SM2540B	1	10	\$40.00	\$40.00
Solids, FDS	SM2540E	1	10	\$45.00	\$45.00
Solids, FSS-160.4	SM2540E	1	10	\$40.00	\$40.00
Solids, Sttbi-SM2540	SM2540F	1	10	\$40.00	\$40.00
Solids, TDS-SM2540C	SM2540C	1	10	\$45.00	\$45.00
Solids, TFS-SM2540	SM2540E	1	10	\$40.00	\$40.00
Solids, Total-SM2540B	SM2540B	1	10	\$40.00	\$40.00
Solids, TSS-SM2540D	SM2540D	1	10	\$40.00	\$40.00
Solids, TVS	SM2540E	1	10	\$40.00	\$40.00
Solids, VDS-160.4	SM2540E	1	10	\$45.00	\$45.00
Solids, VSS-SM2540E	SM2540E	1	10	\$40.00	\$40.00
Sr Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Sr Total ICP 6010	EPA 6010B	1	10	\$20.00	\$20.00
Sulfate 300.0	EPA 300.0	1	10	\$25.00	\$25.00
Sulfide	SM4500-S D	1	10	\$50.00	\$50.00
Sulfide Dissolved	SM4500-S D	1	10	\$60.00	\$60.00
Sulfite	SM4500-SO3 B	1	10	\$75.00	\$75.00

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Analytical Services Quotation

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Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
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Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Tannins and Lignins	SM5550B	1	10	\$50.00	\$50.00
Temperature, Field	Field	1	10	\$5.00	\$5.00
Tl Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Tl Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Tl Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
TOC-SM5310 Water	SM5310C	1	10	\$55.00	\$55.00
Total Kjeldahl Nitrogen	EPA 351.2	1	10	\$40.00	\$40.00
TPH D/MO	EPA 8015B	1	10	\$60.00	\$60.00
TPH G	EPA 8015B	1	10	\$60.00	\$60.00
TPH Multi-Range	varies	1	10	\$120.00	\$120.00
Tributyltin	Battelle	1	10	\$295.00	\$295.00
Trihalomethanes 624.1	EPA 624.1	1	10	\$75.00	\$75.00
Turbidity	SM2130B	1	10	\$25.00	\$25.00
Turbidity	SM2130B	1	10	\$25.00	\$25.00
V Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
V Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
V Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00
Volatile Acids by SM5560C	SM5560C	1	10	\$70.00	\$70.00
Zn Total 6020B	EPA 6020B	1	10	\$20.00	\$20.00
Zn Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Zn Total ICP/MS 200.8	EPA 200.8	1	10	\$20.00	\$20.00

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Analytical Services Quotation

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Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
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Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
Effective: 09/01/23
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David S. Pingatore
Project Manager

Bid Total:	line item

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624.1 CTR Volatiles consists of:

2-Chloroethyl Vinyl Ether by EPA 624	624.1 Acrolein	CTR 624.1 Volatiles

625.1 CTR with SIM Group consists of:

625.1 Benzidines	625.1PNAsSIM	CTR SVOCs without PNAs by EPA 62

625.1 Semivolatiles Group consists of:

625.1 Benzidines	625.1 Semivolatiles

Coliform, TCFC 15 consists of:

Coliform, Fecal 15	Coliform, Total 15

Coliform, TCFC HiDil consists of:

Coliform, FecalHiDil	Coliform, Total HiDil

CAM 17 ICP 200.7 Metals consists of:

Ag Total ICP 200.7	As Total ICP 200.7	Ba Total ICP 200.7
Be Total ICP 200.7	Cd Total ICP 200.7	Co Total ICP 200.7
Cr Total ICP 200.7	Cu Total ICP 200.7	Hg LL CVAA Total 245.1
Mo Total ICP 200.7	Ni Total ICP 200.7	Pb Total ICP 200.7
Sb Total ICP 200.7	Se Total ICP 200.7	Tl Total ICP 200.7
V Total ICP 200.7	Zn Total ICP 200.7	

CAM 17 ICP/MS 200.8 consists of:

Ag Total ICP/MS 200.8	As Total ICP/MS 200.8	Ba Total ICP/MS 200.8
Be Total ICP/MS 200.8	Cd Total ICP/MS 200.8	Co Total ICP/MS 200.8
Cr Total ICP/MS 200.8	Cu Total ICP/MS 200.8	Hg LL CVAA Total 245.1
Mo Total ICP/MS 200.8	Ni Total ICP/MS 200.8	Pb Total ICP/MS 200.8
Sb Total ICP/MS 200.8	Se Total ICP/MS 200.8	Tl Total ICP/MS 200.8
V Total ICP/MS 200.8	Zn Total ICP/MS 200.8	

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Hardness, Total consists of:

Ca Total 200.7

Hardness Calc

Mg Total ICP 200.7

CAM 17 Metals by EPA 6010B/245.1 consists of:

Ag Total ICP 6010

As Total ICP 6010

Ba Total ICP 6010

Be Total ICP 6010

Cd Total ICP 6010

Co Total ICP 6010

Cr Total ICP 6010

Cu Total ICP 6010

Hg Total CVAA 245.1

Mo Total ICP 6010

Ni Total ICP 6010

Pb Total ICP 6010

Sb Total ICP 6010

Se Total ICP 6010

Tl Total ICP 6010

V Total ICP 6010

Zn Total ICP 6010

CAM 17 Metals by EPA 6020B consists of:

Ag Total 6020B

As Total 6020B

Ba Total 6020B

Be Total 6020B

Cd Total 6020B

Co Total 6020B

Cr Total 6020B

Cu Total 6020B

Hg Total 6020B

Mo Total 6020B

Ni Total 6020B

Pb Total 6020B

Sb Total 6020B

Se Total 6020B

Tl Total 6020B

V Total 6020B

Zn Total 6020B

CAM 17 Metals by EPA 6010B/7471A consists of:

Ag Total ICP 6010

As Total ICP 6010

Ba Total ICP 6010

Be Total ICP 6010

Cd Total ICP 6010

Co Total ICP 6010

Cr Total ICP 6010

Cu Total ICP 6010

Hg Total CVAA 7471

Mo Total ICP 6010

Ni Total ICP 6010

Pb Total ICP 6010

Sb Total ICP 6010

Se Total ICP 6010

Tl Total ICP 6010

V Total ICP 6010

Zn Total ICP 6010

TPH Multi-Range consists of:

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TPH D/MO	TPH G
NO ₂ +NO ₃ -N by 300.0 consists of:	
Nitrate as N 300.0	Nitrite as N 300.0
	NO ₂ +NO ₃ as N Calc

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Analysis Details								
Analyte	MDL	Reporting Limit	Surrogate %R	Dup RPD	Matrix Spike %R RPD		Blank Spike %R RPD	
Field Analyses								
Temperature, Field in Water (Field)								
Temperature, deg C	1.00		1.00 °					
Temperature, deg F	32.0		32.0 °					
Metals by EPA 200 Series Methods								
Ag Total ICP 200.7 in Water (EPA 200.7)								
Silver	0.0040	0.010 mg/L		20	70 - 130	20	85 - 115	20
Silver	0.0040	0.010 mg/L		20	70 - 130	20	85 - 115	20
Al Total ICP 200.7 in Water (EPA 200.7)								
Aluminum	0.020	0.050 mg/L		20	70 - 130	20	85 - 115	20
As Total ICP 200.7 in Water (EPA 200.7)								
Arsenic	0.0040	0.010 mg/L		20	70 - 130	20	85 - 115	20
Arsenic	0.0040	0.010 mg/L		20	70 - 130	20	85 - 115	20
B Total ICP 200.7 in Water (EPA 200.7)								
Boron	0.060	0.20 mg/L		20	70 - 130	20	85 - 115	20
Ba Total ICP 200.7 in Water (EPA 200.7)								
Barium	0.0010	0.010 mg/L		20	70 - 130	20	85 - 115	20
Be Total ICP 200.7 in Water (EPA 200.7)								
Beryllium	0.00020	0.0010 mg/L		20	70 - 130	20	85 - 115	20
Beryllium	0.00020	0.0010 mg/L		20	70 - 130	20	85 - 115	20

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Ca Total 200.7 in Water (EPA 200.7)								
Calcium	0.080	1.0 mg/L	20	70 - 130	20	85 - 115	20	
Calcium	0.080	1.0 mg/L	20	70 - 130	20	85 - 115	20	
Cd Total ICP 200.7 in Water (EPA 200.7)								
Cadmium	0.0010	0.010 mg/L	20	70 - 130	20	85 - 115	20	
Cadmium	0.0010	0.010 mg/L	20	70 - 130	20	85 - 115	20	
Co Total ICP 200.7 in Water (EPA 200.7)								
Cobalt	0.0020	0.010 mg/L	20	70 - 130	20	85 - 115	20	
Cobalt	0.0020	0.010 mg/L	20	70 - 130	20	85 - 115	20	
Cr Total ICP 200.7 in Water (EPA 200.7)								
Chromium	0.0040	0.010 mg/L	20	70 - 130	20	85 - 115	20	
Chromium	0.0040	0.010 mg/L	20	70 - 130	20	85 - 115	20	
Cr6 218.6 in Water (EPA 218.6)								
Chromium, hexavalent	0.30	1.0 ug/L	20	90 - 110	20	90 - 110	20	
Cu Total ICP 200.7 in Water (EPA 200.7)								
Copper	0.0050	0.020 mg/L	20	70 - 130	20	85 - 115	20	
Copper	0.0050	0.020 mg/L	20	70 - 130	20	85 - 115	20	
Fe Total ICP 200.7 in Water (EPA 200.7)								
Iron	0.020	0.10 mg/L	20	70 - 130	20	85 - 115	20	
Hg UltraLow 245.1 in Water (EPA 245.1)								
Mercury	0.020	0.020 ug/L	20	70 - 130	20	85 - 115	20	
Hg LL CVAA Total 245.1 in Water (EPA 245.1)								
Mercury	0.060	0.20 ug/L	20	70 - 130	20	85 - 115	20	
Mercury	0.060	0.20 ug/L	20	70 - 130	20	85 - 115	20	
Hg Total CVAA 245.1 in Water (EPA 245.1)								
Mercury	0.000060	0.0010 mg/L	20	70 - 130	20	85 - 115	20	

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Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
Effective: 09/01/23
Expires: 06/30/25

K Total ICP 200.7 in Water (EPA 200.7)								
Potassium	0.20	1.0 mg/L	20	70 - 130	20	85 - 115	20	
Mg Total ICP 200.7 in Water (EPA 200.7)								
Magnesium	0.030	1.0 mg/L	20	70 - 130	20	85 - 115	20	
Magnesium	0.030	1.0 mg/L	20	70 - 130	20	85 - 115	20	
Mn Total ICP 200.7 in Water (EPA 200.7)								
Manganese	0.0020	0.020 mg/L	20	70 - 130	20	85 - 115	20	
Mo Total ICP 200.7 in Water (EPA 200.7)								
Molybdenum	0.0030	0.50 mg/L	20	70 - 130	20	85 - 115	20	
Molybdenum	0.0030	0.50 mg/L	20	70 - 130	20	85 - 115	20	
Na Total ICP 200.7 in Water (EPA 200.7)								
Sodium	0.30	1.0 mg/L	20	70 - 130	20	85 - 115	20	
S Sulfur ICP 200.7 in Water (EPA 200.7)								
Sulfur	2.0	5.0 mg/L		75 - 125		80 - 120	20	
Silica as SiO2 ICP 200.7 in Water (EPA 200.7)								
Silica (SiO2)	0.20	1.0 mg/L	20	70 - 130	20	85 - 115	20	
Ni Total ICP 200.7 in Water (EPA 200.7)								
Nickel	0.0030	0.010 mg/L	20	70 - 130	20	85 - 115	20	
Nickel	0.0030	0.010 mg/L	20	70 - 130	20	85 - 115	20	
Pb Total ICP 200.7 in Water (EPA 200.7)								
Lead	0.0070	0.050 mg/L	20	70 - 130	20	85 - 115	20	
Lead	0.0070	0.050 mg/L	20	70 - 130	20	85 - 115	20	
Sb Total ICP 200.7 in Water (EPA 200.7)								
Antimony	0.0060	0.020 mg/L	20	70 - 130	20	85 - 115	20	
Antimony	0.0060	0.020 mg/L	20	70 - 130	20	85 - 115	20	

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Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
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Se Total ICP 200.7 in Water (EPA 200.7)								
Selenium	0.0080	0.020 mg/L	20	70 - 130	20	85 - 115	20	
Selenium	0.0080	0.020 mg/L	20	70 - 130	20	85 - 115	20	
Sn Total ICP 200.7 in Water (EPA 200.7)								
Tin	0.0060	0.050 mg/L	20	70 - 130	20	85 - 115	20	
Sr Total ICP 200.7 in Water (EPA 200.7)								
Strontium	0.0020	0.050 mg/L	20	70 - 130	20	85 - 115	20	
Tl Total ICP 200.7 in Water (EPA 200.7)								
Thallium	0.0030	0.20 mg/L	20	70 - 130	20	85 - 115	20	
Thallium	0.0030	0.20 mg/L	20	70 - 130	20	85 - 115	20	
V Total ICP 200.7 in Water (EPA 200.7)								
Vanadium	0.0030	0.020 mg/L	20	70 - 130	20	85 - 115	20	
Vanadium	0.0030	0.020 mg/L	20	70 - 130	20	85 - 115	20	
Zn Total ICP 200.7 in Water (EPA 200.7)								
Zinc	0.0080	0.020 mg/L	20	70 - 130	20	85 - 115	20	
Zinc	0.0080	0.020 mg/L	20	70 - 130	20	85 - 115	20	
Metals by EPA Method 200.8 ICP/MS								
Ag Total ICP/MS 200.8 in Water (EPA 200.8)								
Silver	0.20	0.20 ug/L	20	70 - 130	20	85 - 115	20	
Silver	0.20	0.20 ug/L	20	70 - 130	20	85 - 115	20	
Al Total ICP/MS 200.8 in Water (EPA 200.8)								
Aluminum	5.0	10 ug/L	20	70 - 130	20	85 - 115	20	
As Total ICP/MS 200.8 in Water (EPA 200.8)								
Arsenic	0.40	0.50 ug/L	20	70 - 130	20	85 - 115	20	
Arsenic	0.40	0.50 ug/L	20	70 - 130	20	85 - 115	20	

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B Total ICP/MS 200.8 in Water (EPA 200.8)								
Boron	20	100 ug/L	20	70 - 130	20	85 - 115	20	
Ba Total ICP/MS 200.8 in Water (EPA 200.8)								
Barium	0.20	0.50 ug/L	20	70 - 130	20	85 - 115	20	
Be Total ICP/MS 200.8 in Water (EPA 200.8)								
Beryllium	0.050	0.10 ug/L	20	70 - 130	20	85 - 115	20	
Beryllium	0.050	0.10 ug/L	20	70 - 130	20	85 - 115	20	
Cd Total ICP/MS 200.8 in Water (EPA 200.8)								
Cadmium	0.060	0.10 ug/L	20	70 - 130	20	85 - 115	20	
Cadmium	0.060	0.10 ug/L	20	70 - 130	20	85 - 115	20	
Co Total ICP/MS 200.8 in Water (EPA 200.8)								
Cobalt	0.040	0.10 ug/L	20	70 - 130	20	85 - 115	20	
Cobalt	0.040	0.10 ug/L	20	70 - 130	20	85 - 115	20	
Cr Total ICP/MS 200.8 in Water (EPA 200.8)								
Chromium	0.50	0.50 ug/L	20	70 - 130	20	85 - 115	20	
Chromium	0.50	0.50 ug/L	20	70 - 130	20	85 - 115	20	
Cu Total ICP/MS 200.8 in Water (EPA 200.8)								
Copper	0.40	0.50 ug/L	20	70 - 130	20	85 - 115	20	
Copper	0.40	0.50 ug/L	20	70 - 130	20	85 - 115	20	
Fe Total ICP/MS 200.8 in Water (EPA 200.8)								
Iron	10	50 ug/L	20	70 - 130	20	85 - 115	20	
Mn Total ICP/MS 200.8 in Water (EPA 200.8)								
Manganese	2.0	5.0 ug/L	20	70 - 130	20	85 - 115	20	
Mo Total ICP/MS 200.8 in Water (EPA 200.8)								
Molybdenum	0.070	0.25 ug/L	20	70 - 130	20	85 - 115	20	
Molybdenum	0.070	0.25 ug/L	20	70 - 130	20	85 - 115	20	

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Ni Total ICP/MS 200.8 in Water (EPA 200.8)

Nickel	0.30	0.50 ug/L	20	70 - 130	20	85 - 115	20
Nickel	0.30	0.50 ug/L	20	70 - 130	20	85 - 115	20

Pb Total ICP/MS 200.8 in Water (EPA 200.8)

Lead	0.060	0.25 ug/L	20	70 - 130	20	85 - 115	20
Lead	0.060	0.25 ug/L	20	70 - 130	20	85 - 115	20

Sb Total ICP/MS 200.8 in Water (EPA 200.8)

Antimony	0.20	0.50 ug/L	20	70 - 130	20	85 - 115	20
Antimony	0.20	0.50 ug/L	20	70 - 130	20	85 - 115	20

Se Total ICP/MS 200.8 in Water (EPA 200.8)

Selenium	0.30	2.0 ug/L	20	70 - 130	20	85 - 115	20
Selenium	0.30	2.0 ug/L	20	70 - 130	20	85 - 115	20

Se Tot Reaction Mode 200.8 in Water (EPA 200.8)

Selenium	0.30	0.40 ug/L	20	70 - 130	20	85 - 115	20

Sn Total ICP/MS 200.8 in Water (EPA 200.8)

Tin	0.20	5.0 ug/L	20	70 - 130	20	85 - 115	20

Tl Total ICP/MS 200.8 in Water (EPA 200.8)

Thallium	0.050	0.10 ug/L	20	70 - 130	20	85 - 115	20
Thallium	0.050	0.10 ug/L	20	70 - 130	20	85 - 115	20

V Total ICP/MS 200.8 in Water (EPA 200.8)

Vanadium	0.50	1.0 ug/L	20	70 - 130	20	85 - 115	20
Vanadium	0.50	1.0 ug/L	20	70 - 130	20	85 - 115	20

Zn Total ICP/MS 200.8 in Water (EPA 200.8)

Zinc	2.0	5.0 ug/L	20	70 - 130	20	85 - 115	20
Zinc	2.0	5.0 ug/L	20	70 - 130	20	85 - 115	20

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Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
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Metals by APHA/EPA Methods								
Hg 1631 in Water (EPA 1631E)								
Mercury	0.200	0.500 ng/l	24	71 - 125	24	77 - 123	24	
Hg Methyl as Hg in Water (EPA 1630)								
Methylmercury as CH ₃ Hg	0.0200	0.0500 ng/l		65 - 135	35	67 - 133	35	
Methylmercury as Hg	0.0200	0.0500 ng/l		65 - 135	35	67 - 133	35	
Metals by EPA 6000/7000 Series Methods								
Ag Total 6020B in Water (EPA 6020B)								
Silver	0.040	0.10 mg/L	20	70 - 130	20	85 - 115	20	
Silver	0.040	0.10 mg/L	20	70 - 130	20	85 - 115	20	
Ag Total ICP 6010 in Water (EPA 6010B)								
Silver	0.0040	0.010 mg/L	20	70 - 130	20	85 - 115	20	
Al Total 6020B in Water (EPA 6020B)								
Aluminum	0.0040	0.010 mg/L	20	75 - 125	20	80 - 120	20	
As Total 6020B in Water (EPA 6020B)								
Arsenic	0.040	0.20 mg/L	20	75 - 125	20	80 - 120	20	
Arsenic	0.040	0.20 mg/L	20	75 - 125	20	80 - 120	20	
As Total ICP 6010 in Water (EPA 6010B)								
Arsenic	0.0040	0.020 mg/L	20	75 - 125	20	80 - 120	20	
Ba Total 6020B in Water (EPA 6020B)								
Barium	0.20	0.50 mg/L	20	75 - 125	20	80 - 120	20	
Barium	0.20	0.50 mg/L	20	75 - 125	20	80 - 120	20	
Ba Total ICP 6010 in Water (EPA 6010B)								
Barium	0.0020	0.050 mg/L	20	75 - 125	20	80 - 120	20	

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Be Total 6020B in Water (EPA 6020B)								
Beryllium	0.050	0.10 mg/L	20	75 - 125	20	80 - 120	20	
Beryllium	0.050	0.10 mg/L	20	75 - 125	20	80 - 120	20	
Be Total ICP 6010 in Water (EPA 6010B)								
Beryllium	0.0050	0.010 mg/L	20	75 - 125	20	80 - 120	20	
Ca Total 6020B in Water (EPA 6020B)								
Calcium	2.0	8.0 mg/L	20	75 - 125	20	80 - 120	20	
Cd Total 6020B in Water (EPA 6020B)								
Cadmium	0.010	0.10 mg/L	20	75 - 125	20	80 - 120	20	
Cadmium	0.010	0.10 mg/L	20	75 - 125	20	80 - 120	20	
Cd Total ICP 6010 in Water (EPA 6010B)								
Cadmium	0.0010	0.010 mg/L	20	75 - 125	20	80 - 120	20	
Co Total 6020B in Water (EPA 6020B)								
Cobalt	0.20	0.50 mg/L	20	75 - 125	20	80 - 120	20	
Cobalt	0.20	0.50 mg/L	20	75 - 125	20	80 - 120	20	
Co Total ICP 6010 in Water (EPA 6010B)								
Cobalt	0.0020	0.010 mg/L	20	75 - 125	20	80 - 120	20	
Cr Total 6020B in Water (EPA 6020B)								
Chromium	0.040	0.10 mg/L	20	75 - 125	20	80 - 120	20	
Chromium	0.040	0.10 mg/L	20	75 - 125	20	80 - 120	20	
Cr Total ICP 6010 in Water (EPA 6010B)								
Chromium	0.0040	0.010 mg/L	20	75 - 125	20	80 - 120	20	
Cu Total 6020B in Water (EPA 6020B)								
Copper	0.10	0.20 mg/L	20	75 - 125	20	80 - 120	20	
Copper	0.10	0.20 mg/L	20	75 - 125	20	80 - 120	20	

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Cu Total ICP 6010 in Water (EPA 6010B)								
Copper	0.020	0.050 mg/L	20	75 - 125	20	80 - 120	20	
Fe Total 6020B in Water (EPA 6020B)								
Iron	4.0	8.0 mg/L	20	75 - 125	20	80 - 120	20	
Hg Total 6020B in Water (EPA 6020B)								
Mercury	0.0020	0.0050 mg/L	20	75 - 125	20	80 - 120	20	
Mercury	0.0020	0.0050 mg/L	20	75 - 125	20	80 - 120	20	
K Total 6020B in Water (EPA 6020B)								
Potassium	0.30	0.60 mg/L	20	75 - 125	20	80 - 120	20	
Mg Total 6020B in Water (EPA 6020B)								
Magnesium	2.0	8.0 mg/L	20	75 - 125	20	80 - 120	20	
Mn Total 6020B in Water (EPA 6020B)								
Manganese	0.040	0.10 mg/L	20	75 - 125	20	80 - 120	20	
Mo Total 6020B in Water (EPA 6020B)								
Molybdenum	0.030	0.20 mg/L	20	75 - 125	20	80 - 120	20	
Molybdenum	0.030	0.20 mg/L	20	75 - 125	20	80 - 120	20	
Mo Total ICP 6010 in Water (EPA 6010B)								
Molybdenum	0.020	0.060 mg/L	20	75 - 125	20	80 - 120	20	
Na Total 6020B in Water (EPA 6020B)								
Sodium	0.0080	0.010 mg/L	20	75 - 125	20	80 - 120	20	
Ni Total 6020B in Water (EPA 6020B)								
Nickel	0.030	0.10 mg/L	20	75 - 125	20	80 - 120	20	
Nickel	0.030	0.10 mg/L	20	75 - 125	20	80 - 120	20	
Ni Total ICP 6010 in Water (EPA 6010B)								
Nickel	0.0030	0.010 mg/L	20	75 - 125	20	80 - 120	20	

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P Total ICP 6010 in Water (EPA 6010B)

Pb Total 6020B in Water (EPA 6020B)

Lead	0.10	0.20 mg/L	20	75 - 125	20	80 - 120	20
Lead	0.10	0.20 mg/L	20	75 - 125	20	80 - 120	20

Pb Total ICP 6010 in Water (EPA 6010B)

Lead	0.010	0.020 mg/L	20	75 - 125	20	80 - 120	20

Sb Total 6020B in Water (EPA 6020B)

Antimony	0.060	0.20 mg/L	20	75 - 125	20	80 - 120	20
Antimony	0.060	0.20 mg/L	20	75 - 125	20	80 - 120	20

Sb Total ICP 6010 in Water (EPA 6010B)

Antimony	0.020	0.060 mg/L	20	75 - 125	20	80 - 120	20

Se Total 6020B in Water (EPA 6020B)

Selenium	0.10	0.20 mg/L	20	75 - 125	20	80 - 120	20
Selenium	0.10	0.20 mg/L	20	75 - 125	20	80 - 120	20

Se Total ICP 6010 in Water (EPA 6010B)

Selenium	0.010	0.020 mg/L	20	75 - 125	20	80 - 120	20

Sn Total ICP 6010 in Water (EPA 6010B)

Tin	0.080	0.54 mg/L	20		20		20

S Sulfur Total ICP 6010 in Water (EPA 6010B)

Sulfur	2.0	5.0 mg/L	20	75 - 125	20	80 - 120	20

Tl Total 6020B in Water (EPA 6020B)

Thallium	0.030	0.050 mg/L	20	75 - 125	20	80 - 120	20
Thallium	0.030	0.050 mg/L	20	75 - 125	20	80 - 120	20

Tl Total ICP 6010 in Water (EPA 6010B)

Thallium	0.0030	0.050 mg/L	20	75 - 125	20	80 - 120	20

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V Total 6020B in Water (EPA 6020B)

Vanadium	0.030	0.20 mg/L	20	75 - 125	20	80 - 120	20
Vanadium	0.030	0.20 mg/L	20	75 - 125	20	80 - 120	20

V Total ICP 6010 in Water (EPA 6010B)

Vanadium	0.0030	0.020 mg/L	20	75 - 125	20	80 - 120	20

Zn Total 6020B in Water (EPA 6020B)

Zinc	0.30	0.50 mg/L	20	75 - 125	20	80 - 120	20
Zinc	0.30	0.50 mg/L	20	75 - 125	20	80 - 120	20

Zn Total ICP 6010 in Water (EPA 6010B)

Zinc	0.10	0.30 mg/L	20	75 - 125	20	80 - 120	20

Hg Total CVAA 7471 in Soil (EPA 7471A)

Mercury	0.020	0.20 mg/kg	20	60 - 140	20	80 - 120	20

Ag Total 6020B in Soil (EPA 6020B)

Silver	0.20	0.50 mg/kg	20	60 - 140	20	80 - 120	20
Silver	0.20	0.50 mg/kg	20	60 - 140	20	80 - 120	20

Ag Total ICP 6010 in Soil (EPA 6010B)

Silver	0.10	1.0 mg/kg	20	60 - 140	20	80 - 120	20

Al Total 6020B in Soil (EPA 6020B)

Aluminum	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20

As Total 6020B in Soil (EPA 6020B)

Arsenic	0.30	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Arsenic	0.30	0.50 mg/kg	20	75 - 125	20	80 - 120	20

As Total ICP 6010 in Soil (EPA 6010B)

Arsenic	0.40	2.0 mg/kg	20	75 - 125	20	80 - 120	20

Ba Total 6020B in Soil (EPA 6020B)

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Barium	2.0	5.0 mg/kg	20	75 - 125	20	80 - 120	20
Barium	2.0	5.0 mg/kg	20	75 - 125	20	80 - 120	20
Ba Total ICP 6010 in Soil (EPA 6010B)							
Barium	3.0	10 mg/kg	20	75 - 125	20	80 - 120	20
Be Total 6020B in Soil (EPA 6020B)							
Beryllium	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Beryllium	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Be Total ICP 6010 in Soil (EPA 6010B)							
Beryllium	0.050	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Ca Total 6020B in Soil (EPA 6020B)							
Calcium	25	50 mg/kg		75 - 125	20	80 - 120	20
Cd Total 6020B in Soil (EPA 6020B)							
Cadmium	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Cadmium	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Cd Total ICP 6010 in Soil (EPA 6010B)							
Cadmium	0.070	2.0 mg/kg	20	75 - 125	20	80 - 120	20
Co Total 6020B in Soil (EPA 6020B)							
Cobalt	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Cobalt	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Co Total ICP 6010 in Soil (EPA 6010B)							
Cobalt	0.20	2.0 mg/kg	20	75 - 125	20	80 - 120	20
Cr Total 6020B in Soil (EPA 6020B)							
Chromium	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Chromium	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Cr Total ICP 6010 in Soil (EPA 6010B)							

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Expires: 06/30/25

Chromium	0.80	2.0 mg/kg	20	75 - 125	20	80 - 120	20
Cu Total 6020B in Soil (EPA 6020B)							
Copper	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Copper	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Cu Total ICP 6010 in Soil (EPA 6010B)							
Copper	1.0	2.0 mg/kg	20	75 - 125	20	80 - 120	20
Fe Total 6020B in Soil (EPA 6020B)							
Iron	20	40 mg/kg	20	75 - 125	20	80 - 120	20
Hg Total 6020B in Soil (EPA 6020B)							
Mercury	0.020	0.050 mg/kg	20	75 - 125	20	80 - 120	20
Mercury	0.020	0.050 mg/kg	20	75 - 125	20	80 - 120	20
K Total 6020B in Soil (EPA 6020B)							
Potassium	1.5	3.0 mg/kg	20	75 - 125	20	80 - 120	20
Mg Total 6020B in Soil (EPA 6020B)							
Magnesium	10	20 mg/kg		75 - 125	20	80 - 120	20
Mn Total 6020B in Soil (EPA 6020B)							
Manganese	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Mo Total 6020B in Soil (EPA 6020B)							
Molybdenum	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Molybdenum	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Mo Total ICP 6010 in Soil (EPA 6010B)							
Molybdenum	0.20	1.0 mg/kg	20	75 - 125	20	80 - 120	20
Na Total 6020B in Soil (EPA 6020B)							
Sodium	15	15 mg/kg			20		20
Ni Total 6020B in Soil (EPA 6020B)							

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Nickel	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Nickel	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Ni Total ICP 6010 in Soil (EPA 6010B)							
Nickel	0.50	2.0 mg/kg	20	75 - 125	20	80 - 120	20
P Total ICP 6010 in Soil (EPA 6010B)							
Phosphorus	20	50 mg/kg	20	75 - 125	20	80 - 120	20
Pb Total 6020B in Soil (EPA 6020B)							
Lead	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Lead	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Pb Total ICP 6010 in Soil (EPA 6010B)							
Lead	0.30	1.0 mg/kg	20	75 - 125	20	80 - 120	20
Sb Total 6020B in Soil (EPA 6020B)							
Antimony	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Antimony	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Sb Total ICP 6010 in Soil (EPA 6010B)							
Antimony	0.90	3.0 mg/kg	20	75 - 125	20	80 - 120	20
Se Total 6020B in Soil (EPA 6020B)							
Selenium	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Selenium	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20
Se Total ICP 6010 in Soil (EPA 6010B)							
Selenium	0.70	3.0 mg/kg	20	75 - 125	20	80 - 120	20
Sn Total ICP 6010 in Soil (EPA 6010B)							
Tin	0.20	1.0 mg/kg	20	75 - 125	20	80 - 120	20
S Sulfur Total ICP 6010 in Soil (EPA 6010B)							
Sulfur	20	50 mg/kg	20	75 - 125	20	80 - 120	20

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Tl Total 6020B in Soil (EPA 6020B)								
Thallium	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20	
Thallium	0.20	0.50 mg/kg	20	75 - 125	20	80 - 120	20	
Tl Total ICP 6010 in Soil (EPA 6010B)								
Thallium	0.20	1.0 mg/kg	20	75 - 125	20	80 - 120	20	
V Total 6020B in Soil (EPA 6020B)								
Vanadium	0.30	0.50 mg/kg	20	75 - 125	20	80 - 120	20	
Vanadium	0.30	0.50 mg/kg	20	75 - 125	20	80 - 120	20	
V Total ICP 6010 in Soil (EPA 6010B)								
Vanadium	0.20	1.0 mg/kg	20	75 - 125	20	80 - 120	20	
Zn Total 6020B in Soil (EPA 6020B)								
Zinc	3.0	5.0 mg/kg	20	75 - 125	20	80 - 120	20	
Zinc	3.0	5.0 mg/kg	20	75 - 125	20	80 - 120	20	
Zn Total ICP 6010 in Soil (EPA 6010B)								
Zinc	10	30 mg/kg	20	75 - 125	20	80 - 120	20	
Metals by Modified EPA 6000/7000 Series Method								
Sr Total ICP 6010 in Water (EPA 6010B)								
Strontium	0.0090	0.050 mg/L	20	70 - 130	20	85 - 115	20	
Conventional Chemistry Parameters by APHA/EPA Methods								
Alkalinity 2320B in Water (SM2320B)								
Bicarbonate Alkalinity as CaCO ₃	1.0	5.0 mg/L	20					
Total Alkalinity as CaCO ₃	1.0	5.0 mg/L	20			70 - 130		
Hydroxide Alkalinity as CaCO ₃	1.0	5.0 mg/L	20					
Carbonate Alkalinity as CaCO ₃	1.0	5.0 mg/L	20					

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Ammonia as N in Water (SM4500-NH3 G)							
Ammonia as N	0.10	0.20 mg/L	80 - 120	20	85 - 115	20	
Ammonia in Water (SM4500-NH3 G)							
Ammonia as NH3	0.10	0.50 mg/L	80 - 120	20	85 - 115	20	
BOD-SM5210B in Water (SM5210B)							
Biochemical Oxygen Demand	2.0	5.0 mg/L	30	84 - 115	30	84 - 115	30
CBOD-SM5210B in Water (SM5210B)							
Carbonaceous BOD	2.0	5.0 mg/L	30		30	84 - 115	30
Chlorine by SM4500ClF in Water (SM4500-Cl F)							
Total Residual Chlorine	0.10	0.10 mg/L	20		80 - 120	20	
Diss Oxygen SM4500-O G in Water (SM4500-O G)							
Dissolved Oxygen	0.10	0.10 mg/L					
Turbidity in Water (SM2130B)							
Turbidity	0.050	0.10 NTU	15				
COD-SM5220D in Water (SM5220D)							
Chemical Oxygen Demand	20	50 mg/L	20	85 - 115	20	85 - 115	20
Conductivity in Water (SM2510B)							
Specific Conductance (EC)	1.0	20 umhos/cm	5				
Sulfite in Water (SM4500-SO3 B)							
Sulfite	0.50	2.0 mg/L	20	80 - 120	20	20 - 120	
DOC-SM5310 in Water (SM5310C)							
Dissolved Organic Carbon	0.200	1.00 mg/L	20	70 - 130	20	85 - 115	20
Hardness Calc in Water (SM2340B)							
Hardness, Total	1.00	5.00 mg/L	20				
MBAS- SM5540C in Water (SM5540C)							

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MBAS, calculated as LAS, mw 340	0.030	0.050 mg/L	20	80 - 120	20	80 - 120	20
O&G (HEM) in Water (EPA 1664A)							
Oil & Grease (HEM)	1.4	5.0 mg/L	20	78 - 114	18	78 - 114	18
O&G (HEM) with Silica Gel in Water (EPA 1664A)							
Oil & Grease (HEM-SG)	1.4	5.0 mg/L	24	64 - 132	28	66 - 114	24
Nitrogen, Total Calc in Water (Calculation)							
Total Nitrogen	0.30	1.0 mg/L					
NO2+NO3 as N Calc in Water (EPA 300.0)							
Nitrate + Nitrite as N	0.060	0.40 mg/L	20		20		20
NO2+NO3 as N SM4500-NO3 E in Water (SM4500-NO3 E)							
Nitrate + Nitrite as N	0.040	0.20 mg/L	15	80 - 120	15	85 - 115	15
pH Water SM4500 in Water (SM4500-H+ B)							
pH	1.680	1.680 pH Units	20				
Phenols in Water (EPA 420.1)							
Phenolics	0.040	0.050 mg/L		65 - 135	15	85 - 115	15
Phosphate Total SM4500-P F in Water (SM4500-P F)							
Phosphate, Total	0.070	0.10 mg/L	20	70 - 130	20	85 - 115	20
Phosphorus-SM4500 in Water (SM4500-P F)							
Phosphorus, total	0.020	0.040 mg/L	20	70 - 130	20	85 - 115	20
Silica by 4500SI in Water (SM4500-SiO2 C)							
Silica	0.30	1.0 mg/L	20	80 - 120	20	85 - 115	20
Solids, Dry Weight in Water (SM2540B)							
% Solids	0.10	0.10 %	20				
Solids, FDS in Water (SM2540E)							
Fixed Dissolved Solids	10	10 mg/L	20			80 - 120	

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Solids, FSS-160.4 in Water (SM2540E)							
Fixed Suspended Solids	1.0	1.0 mg/L	30				
Solids, Sttl-SM2540 in Water (SM2540F)							
Total Settleable Solids	0.10	0.10 ml/l					
Solids, TDS-SM2540C in Water (SM2540C)							
Total Dissolved Solids	10	10 mg/L	15	80 - 120	20		
Solids, TFS-SM2540 in Water (SM2540E)							
Total Fixed Solids	10	10 mg/L	30				
Solids, Total-SM2540B in Water (SM2540B)							
Total Solids	10	10 mg/L	14	50 - 200			
Solids, TSS-SM2540D in Water (SM2540D)							
Total Suspended Solids	1.0	1.0 mg/L	30	90 - 110			
Solids, TVS in Water (SM2540E)							
Total Volatile Solids	10	10 mg/L	20				
Solids, VDS-160.4 in Water (SM2540E)							
Volatile Dissolved Solids	10	10 mg/L	20				
Solids, VSS-SM2540E in Water (SM2540E)							
Volatile Suspended Solids	1.0	1.0 mg/L	30				
Sulfide in Water (SM4500-S D)							
Sulfide	0.050	0.10 mg/L	15	80 - 120	15	85 - 115	15
Sulfide Dissolved in Water (SM4500-S D)							
Sulfide, dissolved	0.050	0.10 mg/L	15	80 - 120	15	80 - 120	15
Tannins and Lignins in Water (SM5550B)							
Tannins & Lignins	0.20	0.50 mg/L		80 - 120	20	80 - 120	20

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Total Kjeldahl Nitrogen in Water (EPA 351.2)								
Total Kjeldahl Nitrogen	0.40	1.0 mg/L	20	90 - 110	20	90 - 110	20	
TOC-SM5310 Water in Water (SM5310C)								
Total Organic Carbon	0.300	1.00 mg/L	20	70 - 130	20	85 - 115	20	
Turbidity in Water (SM2130B)								
Turbidity	0.10	0.10 NTU	20					
Volatile Acids by SM5560C in Water (SM5560C)								
Volatile Acids	30	30 mg/L	35			35 - 95		
Alkalinity 2320B in Soil (SM2320B)								
Ammonia as N in Soil (SM4500-NH3 G)								
Ammonia as N	2.0	2.0 mg/kg	20	70 - 130	20	85 - 115	10	
O&G (HEM) in Soil (EPA 9071B)								
Oil & Grease (HEM)	150	500 mg/kg	20	70 - 130	20	80 - 120	20	
O&G (HEM) with Silica Gel in Soil (EPA 9071B)								
Oil & Grease (HEM-SG)	150	500 mg/kg	20	80 - 120	20	80 - 120	20	
Nitrogen, Total Calc in Soil (Calculation)								
Total Nitrogen	3.0	14 mg/kg						
NO2+NO3 as N Calc in Soil (EPA 300.0)								
Nitrate + Nitrite as N	0.60	4.0 mg/kg	20		20		20	
Solids, Dry Weight in Soil (SM2540G)								
% Solids	0.10	0.10 %	20					
Solids, TFS-SM2540 in Soil (SM2540G)								
Solids, Total Sludge 2540G in Soil (SM2540G)								
% Solids	0.100	0.100 %	20					

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Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
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Solids, TVS in Soil (SM2540G)								
Total Volatile Solids	0.10	0.10 %	30					
Solids, VSS-SM2540E in Soil (EPA 160.4)								
Total Kjeldahl Nitrogen in Soil (EPA 351.2)								
Total Kjeldahl Nitrogen	40	100 mg/kg	20	90 - 110	20	90 - 110	20	
Miscellaneous Physical/Conventional Chemistry Parameters								
Cyanide Low Level 3ppb in Water (10-204-00-1-X)								
Cyanide (total)	0.0020	0.0030 mg/L	25	85 - 115	25	85 - 115	25	
Anions by EPA Method 300.0								
Chloride 300.0 in Water (EPA 300.0)								
Chloride	0.10	0.50 mg/L	20	80 - 120	20	90 - 110	20	
Fluoride 300.0 in Water (EPA 300.0)								
Fluoride	0.020	0.10 mg/L	20	80 - 120	20	90 - 110	20	
Nitrate 300.0 in Water (EPA 300.0)								
Nitrate as NO3	0.20	1.0 mg/L	20	80 - 120	20	90 - 110	20	
Nitrate as N 300.0 in Water (EPA 300.0)								
Nitrate as N	0.040	0.20 mg/L	20	80 - 120	20	90 - 110	20	
Nitrate as N	0.040	0.20 mg/L	20	80 - 120	20	90 - 110	20	
Nitrite 300.0 in Water (EPA 300.0)								
Nitrite as NO2	0.070	1.0 mg/L	20	80 - 120	20	90 - 110	20	
Nitrite as N 300.0 in Water (EPA 300.0)								
Nitrite as N	0.020	0.20 mg/L	20	80 - 120	20	90 - 110	20	
Nitrite as N	0.020	0.20 mg/L	20	80 - 120	20	90 - 110	20	

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Orthophosphate 300.0 in Water (EPA 300.0)								
Orthophosphate	0.30	0.30 mg/L	20	80 - 120	20	90 - 110	20	
Sulfate 300.0 in Water (EPA 300.0)								
Sulfate as SO ₄	0.20	0.50 mg/L	20	80 - 120	20	90 - 110	20	
Fluoride 300.0 in Soil (EPA 300.0)								
Nitrate 300.0 in Soil (EPA 300.0)								
Nitrate as NO ₃	2.0	10 mg/kg	20	80 - 120	20	90 - 110	20	
Nitrate as N 300.0 in Soil (EPA 300.0)								
Nitrate as N	0.40	2.0 mg/kg	20	80 - 120	20	90 - 110	20	
Nitrite 300.0 in Soil (EPA 300.0)								
Nitrite as NO ₂	0.70	10 mg/kg	20	80 - 120	20	90 - 110	20	
Nitrite as N 300.0 in Soil (EPA 300.0)								
Nitrite as N	0.20	2.0 mg/kg	20	80 - 120	20	90 - 110	20	
Sulfate 300.0 in Soil (EPA 300.0)								
Microbiological Parameters by APHA Standard Methods								
Coliform, Fecal 15 in Water (SM9221C,E)								
Fecal Coliforms	1.8	1.8 MPN/100mL				100 - 100		
Fecal Coliforms	1.8	1.8 MPN/100mL				100 - 100		
Coliform, Total 15 in Water (SM9221B,C)								
Total Coliforms	1.8	1.8 MPN/100mL				100 - 100		
Total Coliforms	1.8	1.8 MPN/100mL				100 - 100		
Coliform, FecalHidil in Soil (SM9221)								

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Fecal Coliforms	1.8	1.8 MPN/g					
Fecal Coliforms	1.8	1.8 MPN/g					
Coliform, Total HiDil in Soil (SM9221)							
Total Coliforms	1.800	1.800 MPN/g					
Total Coliforms	1.800	1.800 MPN/g					
Miscellaneous Microbiological Parameters							
Enterococci in Water (Enterolert)							
Enterococci	1.0000	1.0000 MPN/100mL					
TPH by EPA GC Methods							
TPH D/MO in Water (EPA 8015B)							
TPH as Diesel	20	50 ug/L	70 - 130	20	70 - 130	20	
TPH as Diesel	20	50 ug/L	70 - 130	20	70 - 130	20	
TPH as Motor Oil	100	200 ug/L		20		20	
TPH as Motor Oil	100	200 ug/L		20		20	
TPH G in Water (EPA 8015B)							
TPH as Gasoline	50	50 ug/L	25	60 - 140	20	70 - 130	20
TPH as Gasoline	50	50 ug/L	25	60 - 140	20	70 - 130	20
TPH D/MO in Soil (EPA 8015B)							
TPH as Diesel	2.0	5.0 mg/kg	70 - 130	20	70 - 130	20	
TPH as Diesel	2.0	5.0 mg/kg	70 - 130	20	70 - 130	20	
TPH as Motor Oil	20	50 mg/kg		20		20	
TPH as Motor Oil	20	50 mg/kg		20		20	
TPH G in Soil (EPA 8015B)							
TPH as Gasoline	620	1000 ug/kg	25	60 - 140	20	70 - 130	20

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TPH as Gasoline	620	1000 ug/kg	25	60 - 140	20	70 - 130	20
Acrolein by EPA Method 624.1							
624.1 Acrolein in Water (EPA 624.1)							
Acrolein	0.90	5.0 ug/L		40 - 160	60	60 - 140	25
surr: Bromofluorobenzene			70 - 130				
surr: Dibromofluoromethane			70 - 130				
surr: Toluene-d8			70 - 130				
2-Chloroethylvinyl Ether by EPA Method 624.1							
2-Chloroethyl Vinyl Ether by EPA 624.1 in Water (EPA 624.1)							
2-Chloroethylvinyl ether	0.70	1.0 ug/L		3 - 305	71	3 - 225	30
surr: Bromofluorobenzene			70 - 130				
surr: Dibromofluoromethane			70 - 130				
surr: Toluene-d8			70 - 130				
Volatile Organic Compounds by EPA Method 624.1							
CTR 624.1 Volatiles in Water (EPA 624.1)							
Acrylonitrile	0.10	2.0 ug/L		40 - 160	60	60 - 140	25
Benzene	0.060	0.30 ug/L		37 - 151	61	65 - 135	25
Bromoform	0.30	0.50 ug/L		45 - 169	42	70 - 130	25
Carbon tetrachloride	0.10	0.50 ug/L		70 - 140	41	70 - 130	25
Chlorobenzene	0.050	0.50 ug/L		37 - 160	53	65 - 135	25
Dibromochloromethane	0.10	0.50 ug/L		53 - 149	50	70 - 135	25
Chloroethane	0.10	0.50 ug/L		14 - 230	78	40 - 160	25
Chloroform	0.060	0.50 ug/L		51 - 138	54	70 - 135	25
Bromodichloromethane	0.080	0.50 ug/L		35 - 155	56	65 - 135	25

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1,1-Dichloroethane	0.080	0.50 ug/L	59 - 155	40	70 - 130	25
1,2-Dichloroethane	0.40	0.50 ug/L	49 - 155	49	70 - 130	25
1,1-Dichloroethene	0.10	0.50 ug/L	2 - 234	32	50 - 150	25
1,2-Dichloropropane	0.40	0.50 ug/L	2 - 210	55	35 - 165	25
cis-1,3-Dichloropropene	0.40	0.50 ug/L	2 - 227	58	25 - 175	25
trans-1,3-Dichloropropene	0.40	0.50 ug/L	17 - 183	86	50 - 150	25
Ethylbenzene	0.10	0.50 ug/L	37 - 162	63	60 - 140	25
Bromomethane	0.40	0.50 ug/L	2 - 242	61	15 - 185	25
Chloromethane	0.40	0.50 ug/L	2 - 273	60	2 - 205	25
Methylene chloride	0.20	0.50 ug/L	2 - 221	28	60 - 140	25
1,1,2,2-Tetrachloroethane	0.080	0.50 ug/L	46 - 157	61	60 - 140	25
Tetrachloroethene	0.10	0.50 ug/L	64 - 148	39	70 - 130	25
Toluene	0.10	0.30 ug/L	47 - 150	41	70 - 130	25
trans-1,2-Dichloroethene	0.10	0.50 ug/L	54 - 156	45	70 - 130	25
1,1,1-Trichloroethane	0.10	0.50 ug/L	52 - 162	36	70 - 130	25
1,1,2-Trichloroethane	0.080	0.50 ug/L	52 - 150	45	70 - 130	25
Trichloroethene	0.10	0.50 ug/L	70 - 157	48	65 - 135	25
Trihalomethanes (total)	0.40	0.50 ug/L				
Vinyl chloride	0.40	0.50 ug/L	2 - 251	66	5 - 195	25
1,2-Dichlorobenzene	0.060	0.50 ug/L	18 - 190	57	65 - 135	25
1,3-Dichlorobenzene	0.080	0.50 ug/L	59 - 156	43	70 - 130	25
1,4-Dichlorobenzene	0.050	0.50 ug/L	18 - 190	57	65 - 135	25
surr: Bromofluorobenzene			70 - 130			
surr: Dibromofluoromethane			70 - 130			
surr: Toluene-d8			70 - 130			
624.1 Volatiles in Water (EPA 624.1)						
Acetone	0.70	5.0 ug/L	39 - 175	25	55 - 146	25
Benzene	0.060	0.30 ug/L	37 - 151	61	65 - 135	25

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Bromodichloromethane	0.080	0.50 ug/L	35 - 155	56	65 - 135	25
Bromoform	0.30	0.50 ug/L	45 - 169	42	70 - 130	25
Bromomethane	0.40	0.50 ug/L	2 - 242	61	15 - 185	25
Carbon tetrachloride	0.10	0.50 ug/L	70 - 140	41	70 - 130	25
Chlorobenzene	0.050	0.50 ug/L	37 - 160	53	65 - 135	25
Chloroethane	0.10	0.50 ug/L	14 - 230	78	40 - 160	25
Chloroform	0.060	0.50 ug/L	51 - 138	54	70 - 135	25
Chloromethane	0.40	0.50 ug/L	2 - 273	60	2 - 205	25
Dibromochloromethane	0.10	0.50 ug/L	53 - 149	50	70 - 135	25
1,2-Dibromoethane (EDB)	0.10	0.50 ug/L	70 - 130	25	70 - 130	25
1,2-Dichlorobenzene	0.060	0.50 ug/L	18 - 190	57	65 - 135	25
1,3-Dichlorobenzene	0.080	0.50 ug/L	59 - 156	43	70 - 130	25
1,4-Dichlorobenzene	0.050	0.50 ug/L	18 - 190	57	65 - 135	25
1,1-Dichloroethane	0.080	0.50 ug/L	59 - 155	40	70 - 130	25
1,2-Dichloroethane	0.40	0.50 ug/L	49 - 155	49	70 - 130	25
1,1-Dichloroethene	0.10	0.50 ug/L	2 - 234	32	50 - 150	25
cis-1,2-Dichloroethene	0.10	0.50 ug/L	70 - 130	25	70 - 130	25
trans-1,2-Dichloroethene	0.10	0.50 ug/L	54 - 156	45	70 - 130	25
1,2-Dichloropropane	0.40	0.50 ug/L	2 - 210	55	35 - 165	25
cis-1,3-Dichloropropene	0.40	0.50 ug/L	2 - 227	58	25 - 175	25
trans-1,3-Dichloropropene	0.40	0.50 ug/L	17 - 183	86	50 - 150	25
1,3-Dichloropropene (total)	0.40	0.50 ug/L				
Ethylbenzene	0.10	0.50 ug/L	37 - 162	63	60 - 140	25
Methyl ethyl ketone	0.30	1.0 ug/L	54 - 159	61	70 - 136	25
Methyl isobutyl ketone	0.60	1.0 ug/L	70 - 139	25	70 - 130	25
Methylene chloride	0.20	0.50 ug/L	2 - 221	28	60 - 140	25
Styrene	0.10	0.50 ug/L	70 - 141	25	70 - 130	25
1,1,2,2-Tetrachloroethane	0.080	0.50 ug/L	46 - 157	61	60 - 140	25
Tetrachloroethene	0.10	0.50 ug/L	64 - 148	39	70 - 130	25

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Toluene	0.10	0.30 ug/L	47 - 150	41	70 - 130	25
1,1,2-Trichloroethane	0.080	0.50 ug/L	52 - 150	45	70 - 130	25
1,1,1-Trichloroethane	0.10	0.50 ug/L	52 - 162	36	70 - 130	25
Trichloroethene	0.10	0.50 ug/L	70 - 157	48	65 - 135	25
Vinyl chloride	0.40	0.50 ug/L	2 - 251	66	5 - 195	25
o-Xylene	0.10	0.50 ug/L	70 - 146	25	70 - 130	25
m,p-Xylene	0.20	0.50 ug/L	70 - 152	25	70 - 130	25
Xylenes (total)	0.50	0.50 ug/L	70 - 149	25	70 - 130	25
surr: Bromofluorobenzene			70 - 130			
surr: Dibromofluoromethane			70 - 130			
surr: Toluene-d8			70 - 130			
Trihalomethanes by EPA Method 624.1						
Trihalomethanes 624.1 in Water (EPA 624.1)						
Bromodichloromethane	0.080000	0.50000 ug/L	35 - 155	56	65 - 135	25
Bromoform	0.30000	0.50000 ug/L	45 - 169	42	70 - 130	25
Chloroform	0.060000	0.50000 ug/L	51 - 138	54	70 - 135	25
Dibromochloromethane	0.10000	0.50000 ug/L	53 - 149	50	70 - 135	25
Trihalomethanes (total)	0.40000	0.50000 ug/L				
surr: Bromofluorobenzene			70 - 130			
surr: Dibromofluoromethane			70 - 130			
surr: Toluene-d8			70 - 130			
Volatile Organic Compounds by EPA Method 8260B						
8260B Full List in Water (EPA 8260B)						
Dichlorodifluoromethane	0.20	1.0 ug/L		25		20
Chloromethane	0.20	1.0 ug/L		25		20
Vinyl chloride	0.20	1.0 ug/L		25		20

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Bromomethane	0.20	1.0 ug/L	25	20
Chloroethane	0.20	1.0 ug/L	25	20
Trichlorofluoromethane	0.20	1.0 ug/L	25	20
1,1-Dichloroethene	0.20	1.0 ug/L	60 - 140	70 - 130
Trichlorotrifluoroethane	0.20	1.0 ug/L	25	20
Tert-butyl alcohol	10	25 ug/L	25	20
Methyl iodide	0.20	1.0 ug/L	25	20
Methylene chloride	0.20	1.0 ug/L	25	20
Carbon disulfide	0.20	1.0 ug/L	25	20
Methyl tert-butyl ether	0.20	1.0 ug/L	25	20
trans-1,2-Dichloroethene	0.20	1.0 ug/L	25	20
1,1-Dichloroethane	0.20	1.0 ug/L	25	20
Di-isopropyl ether	0.20	1.0 ug/L	25	20
cis-1,2-Dichloroethene	0.20	1.0 ug/L	25	20
2,2-Dichloropropane	0.20	1.0 ug/L	25	20
Chloroform	0.20	1.0 ug/L	25	20
Bromochloromethane	0.20	1.0 ug/L	25	20
Tetrahydrofuran	0.20	1.0 ug/L	25	20
1,1,1-Trichloroethane	0.20	1.0 ug/L	25	20
1,2-Dichloroethane	0.20	1.0 ug/L	25	20
1,1-Dichloropropene	0.20	1.0 ug/L	25	20
Carbon tetrachloride	0.20	1.0 ug/L	25	20
Benzene	0.20	1.0 ug/L	60 - 140	70 - 130
Tert-amyl methyl ether	0.20	1.0 ug/L	25	20
Trichloroethene	0.20	1.0 ug/L	60 - 140	70 - 130
1,2-Dichloropropane	0.20	1.0 ug/L	25	20
Methyl methacrylate	0.20	1.0 ug/L	25	20
Bromodichloromethane	0.20	1.0 ug/L	25	20
cis-1,3-Dichloropropene	0.20	1.0 ug/L	25	20

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 Central Valley: 9090 Union Park Way Suite 113 | Elk Grove, CA 95624 | 916-686-5190 | ELAP# 2922
 North Bay: 737 Southpoint Blvd Unit D | Petaluma, CA 94954 | 707-769-3128 | ELAP# 2303
 San Diego: 2722 Loker Avenue West Suite A | Carlsbad, CA 92010 | 760-930-2555 | ELAP# 3055
 Los Angeles: 1230 E. 223rd Street Suite 205 | Carson, CA 90745 | 424-267-5032 | ELAP# 3091



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Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
Effective: 09/01/23
Expires: 06/30/25

Toluene	0.20	1.0 ug/L	60 - 140	25	70 - 130	20
trans-1,3-Dichloropropene	0.20	1.0 ug/L		25		20
1,1,2-Trichloroethane	0.20	1.0 ug/L		25		20
1,3-Dichloropropane	0.20	1.0 ug/L		25		20
Dibromochloromethane	0.20	1.0 ug/L		25		20
Tetrachloroethene	0.20	1.0 ug/L		25		20
1,2-Dibromoethane (EDB)	0.20	1.0 ug/L		25		20
Chlorobenzene	0.20	1.0 ug/L	60 - 140	25	70 - 130	20
1,1,1,2-Tetrachloroethane	0.20	1.0 ug/L		25		20
Ethylbenzene	0.20	1.0 ug/L		25		20
m,p-Xylene	0.20	1.0 ug/L		25		20
o-Xylene	0.20	1.0 ug/L		25		20
Xylenes (total)	0.20	1.0 ug/L		25		20
Styrene	0.20	1.0 ug/L		25		20
Bromoform	0.20	1.0 ug/L		25		20
1,1,2,2-Tetrachloroethane	0.20	1.0 ug/L		25		20
Isopropylbenzene	0.20	1.0 ug/L		25		20
1,2,3-Trichloropropane	0.20	1.0 ug/L		25		20
Bromobenzene	0.20	1.0 ug/L		25		20
n-Propylbenzene	0.20	1.0 ug/L		25		20
2-Chlorotoluene	0.20	1.0 ug/L		25		20
4-Chlorotoluene	0.20	1.0 ug/L		25		20
1,3,5-Trimethylbenzene	0.20	1.0 ug/L		25		20
tert-Butylbenzene	0.20	1.0 ug/L		25		20
1,2,4-Trimethylbenzene	0.20	1.0 ug/L		25		20
sec-Butylbenzene	0.20	1.0 ug/L		25		20
1,3-Dichlorobenzene	0.20	1.0 ug/L		25		20
p-Isopropyltoluene	0.20	1.0 ug/L		25		20
1,4-Dichlorobenzene	0.20	1.0 ug/L		25		20

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North Bay: 737 Southpoint Blvd Unit D | Petaluma, CA 94954 | 707-769-3128 | ELAP# 2303
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Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
 Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
Effective: 09/01/23
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1,2-Dichlorobenzene	0.20	1.0 ug/L	25	20
Ethyl tert-butyl ether	0.40	1.0 ug/L		
n-Butylbenzene	0.20	1.0 ug/L	25	20
1,2-Dibromo-3-chloropropane	0.20	1.0 ug/L	25	20
1,2,4-Trichlorobenzene	0.20	1.0 ug/L	25	20
Naphthalene	0.20	1.0 ug/L	25	20
Hexachlorobutadiene	0.20	1.0 ug/L	25	20
1,2,3-Trichlorobenzene	0.20	1.0 ug/L	25	20
Methyl ethyl ketone	5.1	15 ug/L	25	20
Methyl isobutyl ketone	2.5	10 ug/L	25	20
surr: Dibromofluoromethane	1.0	70 - 130		
surr: Toluene-d8	1.0	70 - 130		
surr: Bromofluorobenzene	1.0	70 - 130		
8260B Full List in Soil (EPA 8260B)				
Dichlorodifluoromethane	0.70	2.0 ug/kg	25	25
Chloromethane	1.3	2.0 ug/kg	25	25
Vinyl chloride	0.50	2.0 ug/kg	25	25
Bromomethane	2.0	2.0 ug/kg	25	25
Chloroethane	0.80	2.0 ug/kg	25	25
Trichlorofluoromethane	0.70	2.0 ug/kg	25	25
1,1-Dichloroethene	0.90	2.0 ug/kg	25	60 - 140
Trichlorotrifluoroethane	1.4	2.0 ug/kg	25	70 - 130
Tert-butyl alcohol	20	25 ug/kg	25	25
Methyl iodide	2.0	2.0 ug/kg	25	30
Methylene chloride	1.0	2.0 ug/kg	25	25
Carbon disulfide	2.0	2.0 ug/kg	25	30
Methyl tert-butyl ether	0.80	2.0 ug/kg	25	25
trans-1,2-Dichloroethene	0.80	2.0 ug/kg	25	25

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Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
Effective: 09/01/23
Expires: 06/30/25

1,1-Dichloroethane	0.80	2.0 ug/kg	25	25	25
Di-isopropyl ether	2.0	2.0 ug/kg	25	25	25
cis-1,2-Dichloroethene	0.50	2.0 ug/kg	25	25	25
2,2-Dichloropropane	1.2	2.0 ug/kg	25	25	25
Chloroform	0.70	2.0 ug/kg	25	25	25
Bromochloromethane	1.0	2.0 ug/kg	25	25	25
Tetrahydrofuran	2.0	2.0 ug/kg	25	25	25
1,1,1-Trichloroethane	0.80	2.0 ug/kg	25	25	25
1,2-Dichloroethane	1.2	2.0 ug/kg	25	25	25
1,1-Dichloropropene	1.0	2.0 ug/kg	25	25	25
Carbon tetrachloride	1.0	2.0 ug/kg	25	25	25
Benzene	0.80	2.0 ug/kg	25	60 - 140	25 70 - 130 25
Tert-amyl methyl ether	2.0	2.0 ug/kg	25	25	25
Trichloroethene	0.80	2.0 ug/kg	25	60 - 140	25 70 - 130 25
1,2-Dichloropropane	0.90	2.0 ug/kg	25	25	25
Dibromomethane	0.80	2.0 ug/kg	25	25	25
Methyl methacrylate	2.0	2.0 ug/kg	25	25	25
Bromodichloromethane	0.70	2.0 ug/kg	25	25	25
cis-1,3-Dichloropropene	0.70	2.0 ug/kg	25	25	25
Toluene	1.0	2.0 ug/kg	25	60 - 140	25 70 - 130 25
trans-1,3-Dichloropropene	1.0	2.0 ug/kg	25	25	25
1,1,2-Trichloroethane	1.0	2.0 ug/kg	25	25	25
1,3-Dichloropropane	0.70	2.0 ug/kg	25	25	25
Tetrachloroethene	0.80	2.0 ug/kg	25	25	25
1,2-Dibromoethane (EDB)	0.38	2.0 ug/kg	25	25	25
Chlorobenzene	0.70	2.0 ug/kg	25	60 - 140	25 70 - 130 25
1,1,1,2-Tetrachloroethane	1.0	2.0 ug/kg	25	25	25
Ethylbenzene	0.80	2.0 ug/kg	25	25	25
m,p-Xylene	1.6	2.0 ug/kg	25	25	25

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Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
Effective: 09/01/23
Expires: 06/30/25

o-Xylene	0.70	2.0 ug/kg	25	25	25
Styrene	0.40	2.0 ug/kg	25	25	25
Xylenes (total)	2.3	5.0 ug/kg	25	25	25
Bromoform	0.50	2.0 ug/kg	25	25	25
1,1,2,2-Tetrachloroethane	0.30	2.0 ug/kg	25	25	25
Isopropylbenzene	0.70	2.0 ug/kg	25	25	25
1,2,3-Trichloropropane	0.26	2.0 ug/kg	25	25	25
Bromobenzene	0.80	2.0 ug/kg	25	25	25
n-Propylbenzene	1.2	2.0 ug/kg	25	25	25
2-Chlorotoluene	0.60	2.0 ug/kg	25	25	25
4-Chlorotoluene	0.90	2.0 ug/kg	25	25	25
1,3,5-Trimethylbenzene	1.0	2.0 ug/kg	25	25	25
tert-Butylbenzene	0.70	2.0 ug/kg	25	25	25
1,2,4-Trimethylbenzene	0.80	2.0 ug/kg	25	25	25
sec-Butylbenzene	0.80	2.0 ug/kg	25	25	25
1,3-Dichlorobenzene	1.0	2.0 ug/kg	25	25	25
p-Isopropyltoluene	0.90	2.0 ug/kg	25	25	25
1,4-Dichlorobenzene	1.0	2.0 ug/kg	25	25	25
1,2-Dichlorobenzene	0.90	2.0 ug/kg	25	25	25
n-Butylbenzene	0.70	2.0 ug/kg	25	25	25
1,2-Dibromo-3-chloropropane	0.41	3.0 ug/kg	25	25	25
1,2,4-Trichlorobenzene	0.90	2.0 ug/kg	25	25	25
Naphthalene	1.3	2.0 ug/kg	25	25	25
Hexachlorobutadiene	1.2	2.0 ug/kg	25	25	25
1,2,3-Trichlorobenzene	1.2	2.0 ug/kg	25	25	25
Methyl ethyl ketone	5.1	15 ug/kg	25	25	25
Methyl isobutyl ketone	2.5	10 ug/kg	25	25	25
surr: Dibromofluoromethane	10		70 - 130	25	
surr: Toluene-d8	10		70 - 130	25	

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Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
Effective: 09/01/23
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surr: Bromofluorobenzene	10	70 - 130	25
Organochlorine Pesticides and PCBs by EPA Method 608.3			
608.3 CTR Pest/PCB in Water (EPA 608.3)			
Aldrin	0.0020	0.0050 ug/L	42 - 140 35 42 - 140 35
alpha-BHC	0.0040	0.010 ug/L	37 - 140 36 37 - 140 36
beta-BHC	0.0040	0.0050 ug/L	17 - 147 44 17 - 147 44
gamma-BHC (Lindane)	0.0040	0.010 ug/L	32 - 140 39 32 - 140 39
delta-BHC	0.0050	0.0050 ug/L	19 - 140 52 19 - 140 52
Chlordane (tech)	0.010	0.050 ug/L	45 - 140 35 45 - 140 35
4,4'-DDT	0.0030	0.010 ug/L	25 - 160 42 31 - 141 42
4,4'-DDE	0.0040	0.020 ug/L	30 - 145 35 30 - 145 35
4,4'-DDD	0.0050	0.020 ug/L	31 - 141 39 25 - 160 39
Dieldrin	0.0050	0.010 ug/L	36 - 146 49 36 - 146 49
Endosulfan I	0.0040	0.010 ug/L	45 - 153 28 45 - 153 28
Endosulfan II	0.0050	0.010 ug/L	2 - 202 53 0 - 202 53
Endosulfan sulfate	0.0030	0.050 ug/L	26 - 144 38 26 - 144 38
Endrin	0.0080	0.010 ug/L	30 - 147 48 30 - 147 48
Endrin aldehyde	0.0040	0.010 ug/L	45 - 140 35 45 - 140 35
Heptachlor	0.0050	0.010 ug/L	34 - 140 43 34 - 140 43
Heptachlor epoxide	0.0090	0.010 ug/L	37 - 142 36 37 - 142 36
PCB-1016	0.10	0.50 ug/L	50 - 140 36 50 - 140 36
PCB-1221	0.10	0.50 ug/L	48 48
PCB-1232	0.10	0.50 ug/L	25 25
PCB-1242	0.10	0.50 ug/L	29 29
PCB-1248	0.10	0.50 ug/L	35 35
PCB-1254	0.10	0.50 ug/L	45 45
PCB-1260	0.10	0.50 ug/L	8 - 140 38 8 - 140 38

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Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

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Toxaphene	0.20	0.50 ug/L	41 - 140	41	41 - 140	41
surr: Dibutylchlorendate			10 - 147			
608.3 Pest/PCB in Water (EPA 608.3)						
Aldrin	0.0020	0.050 ug/L	42 - 140	35	42 - 140	35
alpha-BHC	0.0040	0.010 ug/L	37 - 140	36	37 - 140	36
beta-BHC	0.0040	0.050 ug/L	17 - 147	44	17 - 147	44
gamma-BHC (Lindane)	0.0040	0.010 ug/L	32 - 140	39	32 - 140	39
delta-BHC	0.0050	0.050 ug/L	19 - 140	52	19 - 140	52
Chlordane (tech)	0.010	0.050 ug/L	45 - 140	35	45 - 140	35
4,4'-DDD	0.0050	0.020 ug/L	31 - 141	39	25 - 160	39
4,4'-DDE	0.0040	0.020 ug/L	30 - 145	35	30 - 145	35
4,4'-DDT	0.0030	0.020 ug/L	25 - 160	42	31 - 141	42
Dieldrin	0.0050	0.010 ug/L	36 - 146	49	36 - 146	49
Endosulfan I	0.0040	0.010 ug/L	45 - 153	28	45 - 153	28
Endosulfan II	0.0050	0.020 ug/L	2 - 202	53	0 - 202	53
Endosulfan sulfate	0.0030	0.050 ug/L	26 - 144	38	26 - 144	38
Endrin	0.0080	0.010 ug/L	30 - 147	48	30 - 147	48
Endrin aldehyde	0.0040	0.050 ug/L	45 - 140	35	45 - 140	35
Heptachlor	0.0050	0.020 ug/L	34 - 140	43	34 - 140	43
Heptachlor epoxide	0.0090	0.020 ug/L	37 - 142	36	37 - 142	36
Methoxychlor	0.010	0.50 ug/L	45 - 140	35	45 - 140	35
Toxaphene	0.20	0.50 ug/L	41 - 140	41	41 - 140	41
PCB-1016	0.10	0.50 ug/L	50 - 140	36	50 - 140	36
PCB-1221	0.10	0.50 ug/L		48		48
PCB-1232	0.10	0.50 ug/L		25		25
PCB-1242	0.10	0.50 ug/L		29		29
PCB-1248	0.10	0.50 ug/L		35		35
PCB-1254	0.10	0.50 ug/L		45		45

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Analytical Services Quotation

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Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
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PCB-1260	0.10	0.50 ug/L	8 - 140	38	8 - 140	38
surr: Dibutylchlorendate			10 - 147			
Organochlorine Pesticides and PCBs by EPA Method 8081/8082						
8081/8082 Pest/PCB in Water (EPA 8081A/8082)						
Aldrin	0.0090	0.010 ug/L	46 - 119	27	43 - 120	20
alpha-BHC	0.0080	0.010 ug/L		20		20
beta-BHC	0.020	0.050 ug/L		20		20
delta-BHC	0.020	0.050 ug/L		20		20
gamma-BHC (Lindane)	0.0080	0.010 ug/L	61 - 130	20	59 - 122	20
Chlordane-alpha	0.020	0.050 ug/L				
Chlordane-gamma	0.020	0.050 ug/L				
4,4'-DDD	0.020	0.020 ug/L		20		20
4,4'-DDE	0.020	0.020 ug/L		20		20
4,4'-DDT	0.020	0.020 ug/L	54 - 143	20	79 - 143	20
Dieldrin	0.0070	0.010 ug/L	60 - 132	20	80 - 124	20
Endosulfan I	0.0090	0.010 ug/L		20		20
Endosulfan II	0.020	0.020 ug/L		20		20
Endosulfan sulfate	0.020	0.050 ug/L		20		20
Endrin	0.0090	0.010 ug/L	61 - 156	20	59 - 176	20
Endrin aldehyde	0.020	0.050 ug/L		20		30
Heptachlor	0.010	0.020 ug/L	57 - 125	20	67 - 120	20
Heptachlor epoxide	0.020	0.020 ug/L		20		20
Methoxychlor	0.020	0.020 ug/L		20		20
Toxaphene	0.10	0.50 ug/L				
PCB-1016	0.080	0.50 ug/L				
PCB-1221	0.20	0.50 ug/L				
PCB-1232	0.10	0.50 ug/L				

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Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
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PCB-1242	0.040	0.50 ug/L
PCB-1248	0.060	0.50 ug/L
PCB-1254	0.040	0.50 ug/L
PCB-1260	0.040	0.50 ug/L
PCB-1262	0.040	0.50 ug/L
surr: 2,4,5,6 Tetrachloro-m-xylene		60 - 135
surr: Decachlorobiphenyl		60 - 135

8081/8082 Pest/PCB in Soil (EPA 8081A/8082)

Aldrin	0.20	2.0 ug/kg	30	70 - 130	30	70 - 130	30
alpha-BHC	0.20	2.0 ug/kg			30		30
beta-BHC	0.20	2.0 ug/kg			30		30
delta-BHC	0.20	2.0 ug/kg			30		30
gamma-BHC (Lindane)	0.20	2.0 ug/kg	30	70 - 130	30	70 - 130	30
Chlordane-alpha	0.50	2.0 ug/kg					
Chlordane-gamma	0.50	2.0 ug/kg					
4,4'-DDD	0.20	2.0 ug/kg			30		30
4,4'-DDE	0.20	2.0 ug/kg			30		30
4,4'-DDT	0.20	2.0 ug/kg	30	70 - 130	30	70 - 130	30
Dieldrin	0.20	2.0 ug/kg	30	70 - 130	30	70 - 130	30
Endosulfan I	0.20	2.0 ug/kg			30		30
Endosulfan II	0.20	2.0 ug/kg			30		30
Endosulfan sulfate	0.20	2.0 ug/kg			30		30
Endrin	0.50	2.0 ug/kg	30	70 - 130	30	70 - 130	30
Endrin aldehyde	0.50	2.0 ug/kg			30		30
Heptachlor	0.20	2.0 ug/kg	30	70 - 130	30	70 - 130	30
Heptachlor epoxide	0.20	2.0 ug/kg			30		30
Methoxychlor	0.50	2.0 ug/kg			30		30
Toxaphene	5.0	10 ug/kg					

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Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
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Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
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PCB-1016	5.0	10 ug/kg	
PCB-1221	5.0	10 ug/kg	
PCB-1232	5.0	10 ug/kg	
PCB-1242	5.0	10 ug/kg	
PCB-1248	5.0	10 ug/kg	
PCB-1254	5.0	10 ug/kg	
PCB-1260	5.0	10 ug/kg	
PCB-1262	5.0	10 ug/kg	
surr: 2,4,5,6 Tetrachloro-m-xylene			70 - 135
surr: Decachlorobiphenyl			70 - 135

Semivolatile Organic Compounds by EPA Method 625.1

CTR SVOCs without PNAs by EPA 625.1 in Water (EPA 625)						
2-Chlorophenol	0.70	5.0 ug/L	23 - 134	61	36 - 120	37
2,4-Dichlorophenol	0.70	5.0 ug/L	39 - 135	50	53 - 122	34
2,4-Dimethylphenol	1.0	2.0 ug/L	32 - 120	58	42 - 120	62
4,6-Dinitro-2-methylphenol	3.0	5.0 ug/L	7 - 181	203	53 - 130	50
2,4-Dinitrophenol	5.0	5.0 ug/L	10 - 191	132	10 - 173	55
2-Nitrophenol	3.0	10 ug/L	29 - 182	55	45 - 167	40
4-Nitrophenol	3.0	10 ug/L	7 - 132	131	13 - 129	61
4-Chloro-3-methylphenol	1.0	1.0 ug/L	22 - 147	73	41 - 128	35
2-Methylphenol (o-cresol)	0.60	5.0 ug/L	9 - 124	28	36 - 102	33
Pentachlorophenol	4.0	5.0 ug/L	14 - 176	86	38 - 152	49
Phenol	0.50	1.0 ug/L	5 - 120	64	17 - 120	38
2,4,6-Trichlorophenol	2.0	10 ug/L	37 - 144	58	52 - 129	41
Bis(2-chloroethoxy)methane	0.90	5.0 ug/L	33 - 184	54	49 - 165	28
Bis(2-chloroethyl)ether	0.90	1.0 ug/L	12 - 158	108	43 - 126	35
Bis(2-chloroisopropyl)ether	1.0	2.0 ug/L	36 - 166	76	63 - 139	36

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Bis(2-ethylhexyl)phthalate	5.0	5.0 ug/L	8 - 158	82	29 - 137	25
4-Bromophenyl phenyl ether	1.0	5.0 ug/L	53 - 127	43	65 - 120	25
Butyl benzyl phthalate	3.0	10 ug/L	2 - 152	60	2 - 140	34
2-Chloronaphthalene	1.0	10 ug/L	60 - 120	24	65 - 120	28
4-Chlorophenyl phenyl ether	0.90	5.0 ug/L	25 - 158	61	38 - 145	27
1,3-Dichlorobenzene	0.60	1.0 ug/L	1 - 106	41	31 - 92	41
1,4-Dichlorobenzene	0.60	1.0 ug/L	3 - 105	42	32 - 91	41
1,2-Dichlorobenzene	0.60	2.0 ug/L	7 - 104	41	33 - 93	38
Diethyl phthalate	1.0	2.0 ug/L	2 - 120	100	2 - 120	34
Dimethyl phthalate	2.0	2.0 ug/L	2 - 120	183	2 - 120	42
Di-n-butyl phthalate	6.0	10 ug/L	1 - 120	47	8 - 120	30
2,4-Dinitrotoluene	0.80	5.0 ug/L	39 - 139	42	48 - 127	32
2,6-Dinitrotoluene	0.80	5.0 ug/L	50 - 158	48	68 - 137	27
Di-n-octyl phthalate	0.50	10 ug/L	4 - 146	69	19 - 132	29
1,2-Diphenylhydrazine	0.60	1.0 ug/L	39 - 116	25	52 - 115	25
Hexachlorobenzene	0.90	1.0 ug/L	2 - 152	55	8 - 142	25
Hexachlorobutadiene	0.80	1.0 ug/L	24 - 120	62	38 - 120	40
Hexachlorocyclopentadiene	2.0	5.0 ug/L	10 - 93	55	16 - 93	55
Hexachloroethane	0.60	1.0 ug/L	40 - 120	52	55 - 120	25
Isophorone	0.90	1.0 ug/L	21 - 196	93	47 - 180	45
Nitrobenzene	0.90	1.0 ug/L	35 - 180	62	54 - 158	30
N-Nitrosodimethylamine	0.70	5.0 ug/L	10 - 84	59	19 - 81	59
N-Nitrosodi-n-propylamine	0.80	5.0 ug/L	2 - 230	87	14 - 198	37
N-Nitrosodiphenylamine	1.0	1.0 ug/L	40 - 115	25	54 - 111	25
1,2,4-Trichlorobenzene	0.60	5.0 ug/L	44 - 142	50	57 - 130	34
surr: 2-Fluorobiphenyl			27 - 119			
surr: 2-Fluorophenol			7 - 85			
surr: Nitrobenzene-d5			15 - 314			
surr: p-Terphenyl-d14			36 - 141			

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surr: Phenol-d6 1 - 65
surr: 2,4,6-Tribromophenol 4 - 168

625.1 Semivolatiles in Water (EPA 625.1)

Acenaphthene	1.0	1.0 ug/L	47 - 145	48	60 - 132	27
Acenaphthylene	1.0	10 ug/L	33 - 145	74	54 - 126	25
Anthracene	0.40	10 ug/L	27 - 133	66	43 - 120	25
Benzoic acid	30	50 ug/L	10 - 96	53	10 - 196	51
Benzo (a) anthracene	0.30	10 ug/L	33 - 143	53	42 - 133	25
Benzo (a) pyrene	0.50	10 ug/L	17 - 163	72	32 - 148	25
Benzo (b) fluoranthene	0.60	10 ug/L	24 - 159	71	42 - 140	25
Benzo (g,h,i) perylene	0.90	5.0 ug/L	2 - 219	97	2 - 195	40
Benzo (k) fluoranthene	0.50	10 ug/L	11 - 162	63	25 - 146	25
Bis(2-chloroethoxy)methane	0.90	5.0 ug/L	33 - 184	54	49 - 165	28
Bis(2-chloroethyl)ether	0.90	1.0 ug/L	12 - 158	108	43 - 126	35
Bis(2-chloroisopropyl)ether	1.0	2.0 ug/L	36 - 166	76	63 - 139	36
Bis(2-ethylhexyl)adipate	3.0	5.0 ug/L	26 - 157	40	38 - 157	44
Bis(2-ethylhexyl)phthalate	5.0	5.0 ug/L	8 - 158	82	29 - 137	25
4-Bromophenyl phenyl ether	1.0	5.0 ug/L	53 - 127	43	65 - 120	25
Butyl benzyl phthalate	3.0	10 ug/L	2 - 152	60	2 - 140	34
4-Chloro-3-methylphenol	1.0	1.0 ug/L	22 - 147	73	41 - 128	35
2-Chloronaphthalene	1.0	10 ug/L	60 - 120	24	65 - 120	28
2-Chlorophenol	0.70	5.0 ug/L	23 - 134	61	36 - 120	37
4-Chlorophenyl phenyl ether	0.90	5.0 ug/L	25 - 158	61	38 - 145	27
Chrysene	0.80	10 ug/L	17 - 168	87	44 - 140	25
Dibenz (a,h) anthracene	0.80	10 ug/L	2 - 227	126	2 - 200	39
2,4-Dichlorophenol	0.70	5.0 ug/L	39 - 135	50	53 - 122	34
Diethyl phthalate	1.0	2.0 ug/L	2 - 120	100	2 - 120	34
2,4-Dimethylphenol	1.0	2.0 ug/L	32 - 120	58	42 - 120	62

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Dimethyl phthalate	2.0	2.0 ug/L	2 - 120	183	2 - 120	42
Di-n-butyl phthalate	6.0	10 ug/L	1 - 120	47	8 - 120	30
4,6-Dinitro-2-methylphenol	3.0	5.0 ug/L	7 - 181	203	53 - 130	50
2,4-Dinitrophenol	5.0	5.0 ug/L	10 - 191	132	10 - 173	55
2,4-Dinitrotoluene	0.80	5.0 ug/L	39 - 139	42	48 - 127	32
2,6-Dinitrotoluene	0.80	5.0 ug/L	50 - 158	48	68 - 137	27
Di-n-octyl phthalate	0.50	10 ug/L	4 - 146	69	19 - 132	29
1,2-Diphenylhydrazine	0.60	1.0 ug/L	39 - 116	25	52 - 115	25
Fluoranthene	0.20	1.0 ug/L	26 - 137	66	43 - 121	29
Fluorene	0.80	10 ug/L	59 - 121	38	70 - 120	28
Hexachlorobenzene	0.90	1.0 ug/L	2 - 152	55	8 - 142	25
Hexachlorobutadiene	0.80	1.0 ug/L	24 - 120	62	38 - 120	40
Hexachlorocyclopentadiene	2.0	5.0 ug/L	10 - 93	55	16 - 93	55
Hexachloroethane	0.60	1.0 ug/L	40 - 120	52	55 - 120	25
Indeno (1,2,3-cd) pyrene	0.60	10 ug/L	2 - 171	99	2 - 151	39
Isophorone	0.90	1.0 ug/L	21 - 196	93	47 - 180	45
Naphthalene	0.70	1.0 ug/L	21 - 133	65	36 - 120	30
Nitrobenzene	0.90	1.0 ug/L	35 - 180	62	54 - 158	30
2-Nitrophenol	3.0	10 ug/L	29 - 182	55	45 - 167	40
4-Nitrophenol	3.0	10 ug/L	7 - 132	131	13 - 129	61
N-Nitrosodimethylamine	0.70	5.0 ug/L	10 - 84	59	19 - 81	59
N-Nitrosodi-n-propylamine	0.80	5.0 ug/L	2 - 230	87	14 - 198	37
N-Nitrosodiphenylamine	1.0	1.0 ug/L	40 - 115	25	54 - 111	25
Pentachlorophenol	4.0	5.0 ug/L	14 - 176	86	38 - 152	49
Phenanthrene	0.90	5.0 ug/L	54 - 120	39	65 - 120	25
Phenol	0.50	1.0 ug/L	5 - 120	64	17 - 120	38
Pyrene	0.30	10 ug/L	52 - 120	49	70 - 120	38
1,2,4-Trichlorobenzene	0.60	5.0 ug/L	44 - 142	50	57 - 130	34
2,4,6-Trichlorophenol	2.0	10 ug/L	37 - 144	58	52 - 129	41

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surr: 2-Fluorobiphenyl	27 - 119
surr: 2-Fluorophenol	7 - 85
surr: Nitrobenzene-d5	15 - 314
surr: p-Terphenyl-d14	36 - 141
surr: Phenol-d6	1 - 65
surr: 2,4,6-Tribromophenol	4 - 168

Benzidines by EPA Method 625.1

625.1 Benzidines in Water (EPA 625.1)

Benzidine	3.00	5.00 ug/L	4 - 262	108	12 - 151	42
Benzidine	3.00	5.00 ug/L	4 - 262	108	12 - 151	42
3,3'-Dichlorobenzidine	2.00	5.00 ug/L	4 - 262	108	8 - 120	39
3,3'-Dichlorobenzidine	2.00	5.00 ug/L	4 - 262	108	8 - 120	39
surr: 2-Fluorobiphenyl		27 - 119				
surr: 2-Fluorobiphenyl		27 - 119				
surr: Nitrobenzene-d5		15 - 314				
surr: Nitrobenzene-d5		15 - 314				
surr: p-Terphenyl-d14		36 - 141				
surr: p-Terphenyl-d14		36 - 141				

Semivolatile Organic Compounds by EPA Method 625.1 SIM

625.1PNA SIM in Water (EPA 625.1SIM)

Acenaphthene	0.20	0.20 ug/L	47 - 145	48	60 - 132	39
Acenaphthylene	0.20	0.20 ug/L	33 - 145	74	54 - 126	34
Anthracene	0.090	0.20 ug/L	27 - 133	66	43 - 120	36
Benzo (a) anthracene	0.20	0.20 ug/L	33 - 143	53	42 - 133	31
Benzo (a) pyrene	0.20	0.20 ug/L	17 - 163	72	32 - 148	41
Benzo (b) fluoranthene	0.20	0.20 ug/L	24 - 159	71	42 - 140	37

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Benzo (g,h,i) perylene	0.10	0.20 ug/L	2 - 219	97	2 - 195	41
Benzo (k) fluoranthene	0.20	0.20 ug/L	11 - 162	63	25 - 146	41
Chrysene	0.20	0.20 ug/L	17 - 168	87	44 - 140	30
Dibenz (a,h) anthracene	0.10	0.20 ug/L	2 - 227	126	2 - 200	39
Fluoranthene	0.070	0.20 ug/L	26 - 137	66	43 - 121	40
Fluorene	0.20	0.20 ug/L	59 - 121	38	70 - 120	41
Indeno (1,2,3-cd) pyrene	0.030	0.20 ug/L	2 - 171	99	2 - 151	39
Naphthalene	0.090	0.20 ug/L	21 - 133	65	36 - 120	51
Phenanthrene	0.10	0.20 ug/L	54 - 120	39	65 - 120	31
Pyrene	0.20	0.20 ug/L	52 - 120	49	70 - 120	49
surr: 2-Fluorobiphenyl			24 - 119			
surr: Nitrobenzene-d5			15 - 314			
surr: p-Terphenyl-d14			37 - 139			

Semivolatile Organic Compounds by EPA Method 8270C

8270 Diazinon and Chlorpyrifos SIM in Water (EPA 8270SU)						
Diazinon	0.010	0.050 ug/L	60 - 130	20	60 - 130	20
Chlorpyrifos	0.010	0.050 ug/L	60 - 130	20	60 - 130	20
surr: p-Terphenyl-d14			50 - 150			
8270 Regular List in Water (EPA 8270C)						
Acenaphthene	0.60	10 ug/L	47 - 145	48	50 - 135	25
Acenaphthylene	0.50	10 ug/L		74		25
Anthracene	0.40	10 ug/L		66		25
Benzo (a) anthracene	0.40	10 ug/L		53		25
Benzo (a) pyrene	0.50	10 ug/L		72		25
Benzo (b) fluoranthene	0.60	10 ug/L		71		25
Benzo (g,h,i) perylene	0.90	10 ug/L		97		40
Benzo (k) fluoranthene	0.50	10 ug/L		63		25

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Benzyl alcohol	3.0	20 ug/L	31	31
Bis(2-chloroethoxy)methane	0.90	10 ug/L	54	28
Benzidine	5.0	50 ug/L	108	42
Bis(2-chloroethyl)ether	0.90	10 ug/L	108	35
Bis(2-chloroisopropyl)ether	1.0	10 ug/L	76	36
Bis(2-ethylhexyl)phthalate	3.0	10 ug/L	82	25
4-Bromophenyl phenyl ether	1.0	10 ug/L	43	25
Butyl benzyl phthalate	0.60	10 ug/L	60	34
4-Chloro-3-methylphenol	1.0	10 ug/L	22 - 147 73	40 - 130 35
4-Chloroaniline	1.0	20 ug/L	25	25
2-Chloronaphthalene	0.60	10 ug/L	24	28
2-Chlorophenol	0.70	10 ug/L	23 - 134 61	35 - 135 35
4-Chlorophenyl phenyl ether	0.90	10 ug/L	61	27
Chrysene	0.80	10 ug/L	87	25
Di-n-butyl phthalate	0.90	10 ug/L	47	30
Di-n-octyl phthalate	0.60	10 ug/L	69	29
Dibenz (a,h) anthracene	0.80	10 ug/L	126	39
Dibenzofuran	0.90	10 ug/L	29	29
1,2-Dichlorobenzene	0.60	10 ug/L	41	38
1,3-Dichlorobenzene	0.60	10 ug/L	41	41
1,4-Dichlorobenzene	0.60	10 ug/L	3 - 105 42	20 - 120 40
3,3'-Dichlorobenzidine	5.0	50 ug/L	108	39
2,4-Dichlorophenol	0.70	10 ug/L	50	34
Diethyl phthalate	0.30	10 ug/L	100	34
Dimethyl phthalate	0.80	10 ug/L	183	42
2,4-Dimethylphenol	1.0	10 ug/L	58	62
4,6-Dinitro-2-methylphenol	3.0	50 ug/L	203	50
2,4-Dinitrophenol	5.0	50 ug/L	132	55
2,4-Dinitrotoluene	0.80	10 ug/L	39 - 139 42	45 - 130 30

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 Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Analytical Services Quotation

Contact: Gabriel Duong
Client: Tracy, City of NIB - Wastewater
Address: 520 S. Tracy Blvd
 Tracy CA, 95376
Phone: (209) 831-6325
Project: Master WW Services

Quoted: 6/23/2023
Effective: 09/01/23
Expires: 06/30/25

2,6-Dinitrotoluene	0.80	10 ug/L	48	27
1,2-Diphenylhydrazine	0.60	10 ug/L	25	25
Fluoranthene	0.80	10 ug/L	66	29
Fluorene	0.80	10 ug/L	38	28
Hexachlorobenzene	0.90	10 ug/L	55	25
Hexachlorobutadiene	0.80	10 ug/L	62	40
Hexachlorocyclopentadiene	4.0	15 ug/L	55	55
Hexachloroethane	0.60	10 ug/L	52	25
Indeno (1,2,3-cd) pyrene	0.60	10 ug/L	99	39
Isophorone	0.30	10 ug/L	93	45
2-Methylnaphthalene	1.0	10 ug/L	33	33
2-Methylphenol (o-cresol)	0.60	10 ug/L	33	33
3 & 4-Methylphenol (m & p-cresol)	0.60	10 ug/L	33	33
N-Nitrosodi-n-propylamine	0.80	10 ug/L	2 - 230 87	20 - 135 35
N-Nitrosodiphenylamine	1.0	10 ug/L	25	25
N-Nitrosodimethylamine	0.30	5.0 ug/L	59	59
Naphthalene	0.70	10 ug/L	65	30
2-Nitroaniline	1.0	50 ug/L	26	25
3-Nitroaniline	5.0	50 ug/L	25	25
4-Nitroaniline	4.0	50 ug/L	33	33
Nitrobenzene	0.90	10 ug/L	62	30
2-Nitrophenol	0.90	10 ug/L	55	40
4-Nitrophenol	3.0	50 ug/L	7 - 132 131	10 - 135 60
Pentachlorophenol	4.0	50 ug/L	14 - 176 86	20 - 150 45
Phenanthrene	0.90	10 ug/L	39	25
Phenol	0.50	10 ug/L	5 - 120 64	10 - 130 35
Pyrene	0.40	10 ug/L	52 - 120 49	50 - 150 35
1,2,4-Trichlorobenzene	0.60	10 ug/L	20 - 140 50	20 - 130 35
2,4,5-Trichlorophenol	0.60	10 ug/L	25	40

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Analytical Services Quotation

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2,4,6-Trichlorophenol	0.70	10 ug/L	58	41
surr: 2-Fluorobiphenyl		30 - 120		
surr: 2-Fluorophenol		10 - 120		
surr: Nitrobenzene-d5		15 - 150		
surr: p-Terphenyl-d14		35 - 150		
surr: Phenol-d6		10 - 120		
surr: 2,4,6-Tribromophenol		10 - 165		
8270 Diazinon and Chlorpyrifos SIM in Soil (EPA 8270SIM)				
Diazinon	1.0	5.0 ug/kg	60 - 130	20
Chlorpyrifos	1.0	5.0 ug/kg	60 - 130	20
surr: p-Terphenyl-d14		70 - 140		
8270 Regular List in Soil (EPA 8270C)				
Acenaphthene	0.10	0.33 mg/kg	35 - 120	25
Acenaphthylene	0.10	0.33 mg/kg		
Anthracene	0.10	0.33 mg/kg		
Benzo (a) anthracene	0.10	0.33 mg/kg		
Benzo (a) pyrene	0.10	0.33 mg/kg		
Benzo (b) fluoranthene	0.10	0.33 mg/kg		
Benzo (g,h,i) perylene	0.10	0.33 mg/kg		
Benzo (k) fluoranthene	0.10	0.33 mg/kg		
Benzyl alcohol	0.90	1.6 mg/kg		
Bis(2-chloroethoxy)methane	0.20	0.33 mg/kg		
Benzidine	0.50	1.6 mg/kg	108	42
Bis(2-chloroethyl)ether	0.20	0.33 mg/kg		
Bis(2-chloroisopropyl)ether	0.20	0.33 mg/kg		
Bis(2-ethylhexyl)phthalate	0.20	0.33 mg/kg		
4-Bromophenyl phenyl ether	0.20	0.33 mg/kg		
Butyl benzyl phthalate	0.20	0.33 mg/kg		

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Project: Master WW Services

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4-Chloro-3-methylphenol	0.20	0.33 mg/kg	50 - 120	25	55 - 120	25
4-Chloroaniline	0.20	0.66 mg/kg				
2-Chloronaphthalene	0.20	0.33 mg/kg				
2-Chlorophenol	0.20	0.33 mg/kg	50 - 120	25	55 - 130	25
4-Chlorophenyl phenyl ether	0.20	0.33 mg/kg				
Chrysene	0.10	0.33 mg/kg				
Di-n-butyl phthalate	0.20	0.33 mg/kg				
Di-n-octyl phthalate	0.20	0.33 mg/kg				
Dibenz (a,h) anthracene	0.10	0.33 mg/kg				
Dibenzofuran	0.10	0.33 mg/kg				
1,2-Dichlorobenzene	0.20	0.33 mg/kg				
1,3-Dichlorobenzene	0.20	0.33 mg/kg				
1,4-Dichlorobenzene	0.20	0.33 mg/kg	55 - 120	25	55 - 130	25
3,3'-Dichlorobenzidine	0.50	1.6 mg/kg		108		39
2,4-Dichlorophenol	0.20	0.33 mg/kg				
Diethyl phthalate	0.10	0.33 mg/kg				
Dimethyl phthalate	0.20	0.33 mg/kg				
2,4-Dimethylphenol	0.20	0.33 mg/kg				
4,6-Dinitro-2-methylphenol	0.30	1.6 mg/kg				
2,4-Dinitrophenol	0.20	1.6 mg/kg				
2,4-Dinitrotoluene	0.10	0.33 mg/kg	35 - 120	25	35 - 120	25
2,6-Dinitrotoluene	0.20	0.33 mg/kg				
1,2-Diphenylhydrazine	0.20	0.33 mg/kg				
Fluoranthene	0.10	0.33 mg/kg				
Fluorene	0.10	0.33 mg/kg				
Hexachlorobenzene	0.10	0.33 mg/kg				
Hexachlorobutadiene	0.20	0.33 mg/kg				
Hexachlorocyclopentadiene	0.20	1.6 mg/kg				
Hexachloroethane	0.20	0.33 mg/kg				

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Indeno (1,2,3-cd) pyrene	0.10	0.33 mg/kg				
Isophorone	0.20	0.33 mg/kg				
2-Methylnaphthalene	0.10	0.33 mg/kg				
2-Methylphenol (o-cresol)	0.20	0.33 mg/kg				
3 & 4-Methylphenol (m & p-cresol)	0.20	0.33 mg/kg				
N-Nitrosodi-n-propylamine	0.20	0.33 mg/kg	25		25	
N-Nitrosodiphenylamine	0.20	0.33 mg/kg				
N-Nitrosodimethylamine	0.10	0.66 mg/kg				
Naphthalene	0.10	0.33 mg/kg				
2-Nitroaniline	0.20	1.6 mg/kg				
3-Nitroaniline	0.30	1.6 mg/kg				
4-Nitroaniline	0.50	1.6 mg/kg				
Nitrobenzene	0.20	0.33 mg/kg				
2-Nitrophenol	0.10	1.6 mg/kg				
4-Nitrophenol	0.30	1.6 mg/kg	35 - 120	25	35 - 120	25
Pentachlorophenol	0.50	1.6 mg/kg	40 - 140	25	40 - 140	25
Phenanthrene	0.10	0.33 mg/kg				
Phenol	0.20	0.33 mg/kg	55 - 120	25	55 - 120	25
Pyrene	0.10	0.33 mg/kg	50 - 150	25	50 - 150	25
Pyridine	3.0	10 mg/kg		25		25
1,2,4-Trichlorobenzene	0.20	0.33 mg/kg	55 - 120	25	55 - 120	25
2,4,5-Trichlorophenol	0.20	0.33 mg/kg				
2,4,6-Trichlorophenol	0.20	0.33 mg/kg				
surr: 2-Fluorobiphenyl			60 - 130			
surr: 2-Fluorophenol			50 - 130			
surr: Nitrobenzene-d5			45 - 130			
surr: p-Terphenyl-d14			60 - 135			
surr: Phenol-d6			40 - 130			
surr: 2,4,6-Tribromophenol			40 - 135			

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Formaldehyde by EPA Method 8315A						
8315A Formaldehyde in Water (EPA 8315A)						
Formaldehyde	30	30 ug/L	39 - 153	30	39 - 153	30
STLC Extraction by CAT22						
Extraction DI WET in Water (Title 22 DIWET)						
Extraction STLC in Water (Title 22 WET)						
Extraction TCLP in Water (Title 22 WET)						
Extraction DI WET in Soil (Title 22 DIWET)						
Extraction STLC in Soil (Title 22 WET)						
Extraction TCLP in Soil (Title 22 WET)						

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**CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
EUROFINS EATON ANALYTICAL, LLC FOR DRINKING WATER ANALYSIS AND TESTING**

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Eurofins Eaton Analytical, LLC a Delaware limited liability corporation (**Contractor**). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

Recitals

A. City desires to retain Contractor to provide laboratory testing services (as further described in Exhibit A and herein, the “Services”); and

B. On May 30, 2023, the City issued a Notice Inviting Bids (NIB) for Laboratory Analysis and Testing Services (**Project**). On June 28, 2023, Consultant submitted its proposal for the Services to the City. Bid proposal was received by City staff and reviewed by the Laboratory Superintendent and Assistant Director of Utilities. City received a total of five bid proposals. City has determined that Consultant possesses the skills, experience and certification required to provide the specified services.

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

D. This Agreement is being executed pursuant to Tracy Municipal Code section 2.20.140 and pursuant to Resolution No. _____, which was adopted by the City Council for the City of Tracy on _____.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Upon request from the City, Consultant shall timely perform the Services, including those described in Exhibit “A,” which is attached here to and incorporated herein by this reference. The Services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: Kevin Calcagno. 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 subConsultants or subconsultants, without City’s prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement or uses any such subconsultant.

2. Time of Performance. Time is of the essence in the performance of Services under this Agreement and the timing requirements set forth herein or communicated from the City to Contractor 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 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. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin on the date this Agreement is last executed and end on June 30, 2025, unless terminated in accordance with Section 6.

2.1.A Option to Extend: This Agreement may be extended for up to an additional five years, in any combination of length, by the City manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit “B,” which is attached hereto and incorporated herein by this reference for the Services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant’s total compensation under this Agreement shall not exceed \$23,451.00 annually. Consultant’s billing rates shall cover all costs and expenses for Consultant’s performance of this Agreement. 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. 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. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy’s appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2 Invoices. Consultant shall submit invoices, upon completion of each sample delivery group to the City that describe in detail satisfactory to the City the services performed, including times, dates, and names of persons performing the services.

3.2.1. Consultant’s failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Consultant.

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

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 and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys’ fees and court costs (“**Claims**”) arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Contractor’s obligations under this Agreement; and/or Contractor’s breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, “City” means the City, its officials, officers, agents, employees and volunteers; “Contractor” means the Contractor, its employees, agents and subcontractors Notwithstanding any other provisions

herein to the contrary, Consultant shall not be obligated to indemnify City for any liabilities to the extent caused by City's negligent acts or omission.

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.

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 and in any event, within five days of such request.

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 the Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through the date of termination. Contractor may terminate this Agreement by giving the City thirty (30) days' written notice.

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 mediator 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. Consultant 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 Consultants and subConsultants (§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, Consultant 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 Consultant and Subconsultants 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. Consultant 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 subconsultant, any worker, or any other third party.

8.2 Registration with DIR. Consultant 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 Consultant for this Agreement, including, but not limited to, lab results, 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, upon termination of 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. Ownership of any analytical method, QA/QC protocols, know how, software programs or equipment developed by Contractor for performance of the Services will be retained by Contractor.

10. Independent Consultant Status. Consultant is an independent Consultant 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.

10.1 Non-Exclusive General 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 that Consultant is providing to the City under this Agreement. 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 to Consultant so as to satisfy the City's needs.

11. 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.

12. 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.

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:

City of Tracy
Office of Director of Operations & Utilities
520 Tracy Blvd
Tracy, CA 95376

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

To Consultant:

Eurofins Eaton Analytical, LLC
Kevin Calcagno
941 Corporate Center Drive
Pomona, CA 91768

14. Miscellaneous.

14.1 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.

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. No waiver shall be effective unless it is in writing and signed by the waiving party.

14.4 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.

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. Consultant 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. Consultant 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. 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.).

14.7 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 entity and that it is in good standing. If Consultant 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, 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.

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.

14.11 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.

14.12 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.

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.

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

14.15 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.

15. Limitation of Liability. Notwithstanding anything to the contrary stated elsewhere in this Agreement, Contractor's maximum liability under this Agreement or any other attachments hereto whether based in contract, tort, warranty, negligence or otherwise shall not exceed amounts recoverable under the scope and limits of the insurance required under this Agreement, up to a maximum of \$1,000,000; provided, however, such limitation of liability shall not apply to liability occasioned by Contractor's gross negligence, willful or intentional misconduct, or fraud; provided, further, that such limitation of liability is exclusive of and does not apply to attorneys' fees the City may be entitled to recover under Section 14.15 above. Where there is negligence of the City, Contractor's duty of indemnification and defense cost shall be in proportion to its allocable share of such joint negligence or misconduct. Consultant and City mutually waive the right to seek any special, indirect or 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 or use of reports prepared by Contractor.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy D. Young

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

Eurofins Eaton Analytical, LLC a Delaware limited liability corporation



By: Camila Gadotti

Title: President

Date: 2/21/2024

Federal Employer Tax ID No. 46-0565341

Exhibits:

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

EXHIBIT A - Scope of Work

Consultant to provide drinking water testing services as requested by the City, with a not to exceed amount of \$23,451 annually. Laboratory Superintendent or his delegates will notify Consultant via email or phone when testing services are desired.

EXHIBIT B - Compensation

General Laboratory Analyses City of Tracy Fee Schedule 2023*

General Laboratory Analyses

Eurofins Eaton Analytical

Eurofins Eaton Analytical

ANALYSIS	Matrix*	TAT	METHOD REFERENCE	MRL	UNITS	BOTTLE TYPE	SAMPLE SIZE	PRESERVATIVE		HOLDING TIME	TEST TYPE	
								RAW	FINISHED	EXTRACT	ANALYSIS	
Acrylamide	Water	15	EPA 1520	0.1	ug/l	Glass	(1) 40 ml	None	None	---	14 Days	LC-MS/MS
Aldehydes	Water	15	EPA 556	1-5	ug/l	Amber Glass	(3) 40 ml	NH ₄ Cl+ CuSO ₄	NH ₄ Cl+ CuSO ₄	---	14 Days	GC/ECD
Aldehydes- Formaldehyde/Acetaldehyde only	Water	15	EPA 556	1-5	ug/l	Amber Glass	(3) 40 ml	NH ₄ Cl+ CuSO ₄	NH ₄ Cl+ CuSO ₄	---	14 Days	GC/ECD
Algae Enumeration & Algae ID (plate count)	Water	15	SM 10200 / 10900	1	plate	Poly Vials- Sterile	1 L	None	None	---	72 Hours	Microscopy
Cyanotoxins												
Total Microcystins	Water	15	EPA 546 / ELISA	0.02-0.3	ug/l	Amber Glass	(3) 250 ml	Ascorbic	Ascorbic	---	28 Days	LC-MS/MS
Cylindrospermopsis & Anatoxin-a	Water	15	EPA 545	0.02-0.3	ug/l	Amber Glass	(3) 250 ml	Ascorbic	Ascorbic	---	28 Days	LC-MS/MS
Individual Microcystins (8)	Water	15	LC MS-MS	0.02-0.3	ug/l	Amber Glass	(3) 250 ml	Ascorbic	Ascorbic	---	38 Days	LC-MS/MS
Nodularin/Cylindrospermopsis/Anatoxin-a												
Alkalinity, Total	Water	15	SM 2320B	2	mg/l	Poly	250 ml	None	None	---	14 Days	Titration
Aluminum	Water	15	EPA 200.7	0.05	mg/l	A-Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP
Aluminum by ICP/MS	Water	15	EPA 200.8	20	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP/MS
Anion Sum in mg/l (for major anions)	Water	15	SM 1040	0.001	meq/l							Calculation
Anions (4)- Cl, SO ₄ , NO ₂ , NO ₃	Water	15	EPA 300.0	0.1-1	mg/l	Poly	125 ml	None	None	---	48 Hours	NO ₃ , NO ₂ , SO ₄ , CL
Anion by ICP/MS	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP/MS
Arsenic III	Water	15	EPA 200.8	1	ug/l	A-Poly (amber)	500 ml	EDTA+HAC	EDTA+HAC	---	14 Days	Resin/ICP/MS
Arsenic by ICP/MS	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP/MS
Asbestos - SUBTRACTED	Water	15	EPA 100.2	0.2	MFL	Poly-sterilized	1 L	None	None	---	48 Hours	TEM
Asorbable Organic Carbon (AOC)	Water	20	Weinrich et al (2010)	10	ug AOC/L	Glass	250 ml	Thio	None	48 Hours	72 Hours	Incubation
Asorbable Organic Carbon (AOC)	Water	20	SM 10210	10	ug AOC/L	Glass	500 ml	None	None	72 Hours	72 Hours	Incubation
Bact-Confirm T/F (Drinking Water)	Water	10	SM 9223B	1	MPN	Poly	100 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃	---	24 Hours	OT
Bact-Confirm T/F (Drinking Water)	Water	10	SM 9223	1	N/A	Poly	100 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃	---	24 Hours	Colony
Bact-Heterotrophic Plate Count	Water	10	SM 9215	1	CFU/ml	Poly	100 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃	---	24 Hours	Pour Plate
Bact-Fecal Coliform (Drinking Water)	Water	10	SM 9223B GT	1	MPN/100ml	Poly	100 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃	---	24 Hours	OT
Barium by ICP	Water	15	EPA 200.7	0.02	mg/l	A-Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP
Barium by ICP/MS	Water	15	EPA 200.8	2	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP/MS
Beryllium by ICP/MS	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP/MS
Biochemical Oxygen Demand	Water	10	SM 5210B	2	mg/l	Poly	1 L	None	None	48 hours	5 Days (need)	DO meter
Biodegradable Organic Carbon	Water	20	Algalier, 1998	0.3	mg/l	Glass	250 ml	None	None	48 hours	5 Days (need)	Incubation/A/persulfate
Boron by ICP	Water	15	EPA 200.7	0.05	mg/l	Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP
Bromate	Water	15	EPA 317	1	ug/l	Poly	125 ml	EDA	EDA	---	28 Days	IC
Bromide	Water	15	EPA 308.0	5	ug/l	Poly	125 ml	None	None	---	28 Days	IC
Cadmium by ICP/MS	Water	15	EPA 200.8	0.5	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP/MS
Cadmium by ICP	Water	15	EPA 200.7	1	mg/l	A-Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP
Carbonates-Low Level	Water	15	EPA 531.2	varies	ug/l	Glass	(2) 40 ml	Chlorine Thio	Chlorine Thio	---	28 Days	HP/LC
Carbonates	Water	15	EPA 531.2	varies	ug/l	Glass	(2) 40 ml	Chlorine Thio	Chlorine Thio	---	28 Days	HP/LC
Carbon Dioxide (Free-by calculation)	Water	15	SM 2320B	0.1	mg/l					---		TDS, ALK, PH, Calc
Carbon Sum	Water	15	SM 1040	0.1	mg/l					---		Calculation
Cations (4)	Water	15	EPA 200.7	1	mg/l	A-Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	CA/MG/NA/K
Chemical Oxygen Demand	Water	15	EPA 410.4	5	mg/l	Glass	125 ml	H ₂ SO ₄	H ₂ SO ₄	---	28 Days	Colorimetric
Chloride	Water	15	EPA 551.1	0.5	ug/l	Glass	(3) 60 ml	EDB & NH ₄ Cl	EDB & NH ₄ Cl	14 Days	14 Days	GC/ECD
Chloride	Water	15	EPA 300.0/EPA 300.1	10	ug/l	Poly	125 ml	EDA	EDA	---	28 Days	IC
Chloride	Water	15	EPA 300.0	0.5	mg/l	Poly	125 ml	None	None	---	28 Days	IC
Chloramines residual	Water	5	SM 4500CL-G	0.2	mg/l	Amber Glass	125 ml	None	None	---	15 min (field)	Colorimetric
Chlorine Dioxide Residual	Water	5	SM 4500CL-D	0.25	mg/l	Amber Glass	125 ml	None	None	---	15 min (field)	Colorimetric
Chlorine Residual (Free)	Water	5	SM 4500CL-G	0.2	mg/l	Amber Glass	125 ml	None	None	---	15 min (field)	Colorimetric
Chlorine Residual (Total)	Water	5	SM 4500CL-G	0.2	mg/l	Amber Glass	125 ml	None	None	---	15 min (field)	Colorimetric
Chlorine	Water	15	EPA 300.0	10	ug/l	Amber Glass or Poly	60 ml	Ethylene Diamine	Ethylene Diamine	---	14 Days	IC
Chromium by ICP/MS	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP/MS
Chromium, Hexavalent (low level)	Water	10	EPA 218.8	0.02	ug/l	Poly	125 ml	AmmonSO ₄ /AmmonOH	AmmonSO ₄ /AmmonOH	---	5 Days	IC
Cobalt by ICP/MS	Water	15	EPA 200.8	2	ug/l	Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP/MS
Color (Apparent)	Water	10	SM 2120B	3	ACU	Amber Glass	1 L	None	None	---	48 Hours	Visual
Color (True)	Water	10	SM 2120B	3	ACU	Amber Glass	1 L	None	None	---	48 Hours	Visual
Conductivity (Specific Conductance)	Water	10	SM 2510B	4	umho/cm	Poly	250 ml	None	None	---	28 days	Electrometric
Copper by ICP	Water	15	EPA 200.7	0.01	mg/l	A-Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP
Copper by ICP/MS	Water	15	EPA 200.8	2	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	---	6 Months	ICP/MS
Corrosivity/Langelier Index	Water	15	SM 2330B	±0.1	Units					---	14 Days	Calculation
Cyanide, Amenable	Water	15	SM 4500CN-G	0.02	mg/l	Poly	250 ml	NaOH	NaOH+ascorbic	---	14 Days	Colorimetric/RFA
Cyanide-Free (Drinking Water)	Water	15	SM 4500CN-F	0.005	mg/l	Poly	250 ml	NaOH	NaOH+ascorbic	---	14 Days	Probe
Cyanide, Total (Wastewater or DW)	Water	15	EPA 335.4	0.01	mg/l	Poly	250 ml	NaOH	NaOH+ascorbic	---	14 Days	Colorimetric/RFA
Cyanide WAD	Water	15	SM 4500CN-H	0.005	mg/l	Poly	250 ml	NaOH	NaOH+ascorbic	---	14 Days	Colorimetric/RFA
Cyanogen Chloride	Water	5	SM 4500CN-J	0.035	mg/L	Amber Glass	(2) 40 ml	Ascorbic	Ascorbic	---	48 Hours	Colorimetric/RFA
Diazine, 1,4- Low Level	Water	15	EPA 322	0.25-0.5	ug/l	Amber Glass	(2) 150ml	NaOH/NaHSO ₄	NaOH/NaHSO ₄	14 days	28 Days	GC/MS
2,3,7,8-TCDD Dioxin-Drinking Water (<1 NTU)	Water	15	EPA 1613B	5	pg/l	Amber Glass	(2) 1 L	None	Thio	1 year	40 Days	GC/MS/MS
2,3,7,8-TCDD Dioxin-Drinking Water (>1 NTU)	Water	15	EPA 1613B	5	pg/l	Amber Glass	(2) 1 L	None	Thio	1 year	40 Days	GC/MS/MS

Property of Eurofins Eaton Analytical, LLC

Method, preservatives, compound lists, and MRLs subject to change; please confirm with lab prior to sample submission

Eurofins Eaton Analytical, LLC
P.O. Box 9072

General Laboratory Analyses City of Tracy Fee Schedule 2023*

General Laboratory Analyses

Eurofins Eaton Analytical

Eurofins Eaton Analytical

ANALYSIS		Matrix*	TAT	METHOD REFERENCE	MRL	LIMITS	BOTTLE TYPE	SAMPLE SIZE	PRESERVATIVE		HOLDING TIME		TEST TYPE
									RAW	FINISHED	EXTRACT	ANALYSIS	
Diquat/Paraquat	\$120	Water	15	EPA 549.2	0.402	ug/l	Amber Poly	1L	H2SO4	Na2S2O3	7 Days	21 Days	HPLC
Dissolved Metals ea.	\$10	Water	15	EPA 200.7 or 200.8	varies	ug/l	Poly	500 ml	None	None	N/A	N/A	field or lab filter
EDB and DBCP	\$60	Water	15	EPA 504.1	0.01-0.05	ug/l	Glass	(3) 40 ml	None	Na2S2O3	14 days	24 Hours	GC/ECD
EDB, DBCP, and TCP	\$100	Water	15	EPA 504.1	0.01-0.05	ug/l	Glass	(3) 40 ml	None	Na2S2O3	14 days	24 Hours	GC/ECD
PPCP-90+ Suite	\$600 - \$1,950	Water	30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml	Omadine+ascorbic		28 days	28 Days	LC-MS-MS
PPCP-90+ Suite (POS Only)	\$600 - \$1,050	Water	30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml	Omadine+ascorbic		28 days	28 Days	LC-MS-MS
PPCP-90+ Suite (NEG Only)	\$600 - \$900	Water	30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml	Omadine+ascorbic		28 days	28 Days	LC-MS-MS
PPCP WW Indicators (Sucralose, Acef, Iofenarol)	\$605	Water	30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml	Omadine+ascorbic		28 days	28 Days	LC-MS-MS
PPCP - CA Recycled Water List (4)	\$1,200	Water	30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml	Omadine+ascorbic		28 days	28 Days	LC-MS-MS
PPCP - Single Analyte	\$450	Water	30	LC-MS-MS	varies	ng/l	Amber Glass	(1) 40 ml	Omadine+ascorbic		28 days	28 Days	LC-MS-MS
EDTA Only	\$175	Water	15	HPLC/GC	100	ug/l	Amber Glass	1 x 40 ml	None	None	—	14 Days	IC/Ampersometric
EDTA plus NTA	\$200	Water	15	HPLC/GC	100	ug/l	Amber Glass	1 x 40 ml	None	None	—	14 Days	IC/Ampersometric
Endothal	\$120	Water	15	EPA 548.1	5	ug/l	Amber Glass	250 ml	None	Na2S2O3	7 days	14 Days	GC/MS
Enterococcal Analysis	\$150	Water	10	SM9230	varies	CFU/ml	Amber Glass	250 ml	Na2S2O3	Na2S2O3	—	24 Hours	MF
Epichlorohydrin	\$200	Water	10	EPA 524.2m	0.4	ug/l	Amber Glass	(2) 40 ml	None	None	—	7 Days	GC/MS
Ethylene Glycol - SUBCONTRACTED	\$150	Water	15	9015	in dev	ug/l	Amber Glass	(2) 1L	None	Na2S2O3	—	7 Days	GC/MS
Explosives by LC/MS/MS	\$250	Water	20	LC-MS-MS	0.1	ug/l	Amber Glass	(2) 40 ml	None	Na2S2O3	—	28 Days	LC/MS/MS
Fecal Streptococci (5 Dilutions)	\$100	Water	10	SM 9230	varies	MPN	sterile Amber Glass	250 ml	Na2S2O3	Na2S2O3	—	24 Hours	MTF
Filtration for Metals	\$10	Water											Filtration
Fluoride	\$20	Water	15	SM500F G	0.1	mg/l	Poly	125 ml	None	None	—	28 Days	ISE
Fungus & Mold	\$150	Water	15	SM 9610	1	CFU/ml	Poly	100 ml	None	None	—	24 Hours	microscopy
Guaifenesin/Cryptosporidium by 1623	\$255	Water	20	1623	varies	oocysts/L	Cobaltiner	10 L	None	Na2S2O3	—	7 Days	Fluorescence Micro
Glyphosate	\$120	Water	15	EPA 547	8	ug/l	Amber Glass	125 ml	Na2S2O3	Na2S2O3	—	14 Days	HPLC/PCD
HAA5	\$125	Water	15	SM6251B	1-4	ug/l	Amber Glass	(3) 40 ml	None	None	14 Days	14 Days	GC/ECD
HAA 9	\$175	Water	15	EPA 552.3	varies	ug/l	Amber Glass	1 L	None	None	14 Days	21 Days	GC/ECD
HAA5-Total Potential	\$250	Water	20	SM 5716B	varies	ug/l	Amber Glass	1 L	None	None	14 Days	7 Days	GC/ECD
Halocarbonitriles	\$150	Water	15	EPA 551.1	0.5	ug/l	Amber Glass	(2) 60 ml	gPhos/NaSulfite	gPhos/NaSulfite	14 Days	14 Days	GC/ECD
Hardness (Total as CaCO3)	\$25	Water	15	SM 2346B	10	mg/l	Poly	500 ml	HNO3	HNO3	—	6 Months	Calculation, ICP
Haloalkenes-Drinking Water	\$120	Water	15	EPA 515.4	0.2-5	ug/l	Amber Glass	(4) 80 ml	None	Sulfite	14 Days	21 Days	GC/ECD
Haloalkenes-MCPA, MCPP	\$250	Water	15	EPA 532	0.1	ug/l	Amber Glass	(2) 40 ml	CuSO4/Trizma	CuSO4/Trizma	14 Days	28 Days	HPLC-UV
Hormones	\$300	Water	15	EPA 539	0.1-5	ng/l	Amber Glass	1 L	Omadine+ascorbic		14 Days	28 Days	SPE-LC-MS-MS
Inhibitory Residues	\$250	Water	15	SM 9620	1	units	Glass	N/A	None	None	—	14 Days	Pear Plate
Iodate / Iodide	\$250	Water	15	LC/MS/MS	1	ug/l	Poly	125 ml	None	None	—	28 Days	LC-MS-MS
Iron by ICP	\$10	Water	15	EPA 200.7	0.01	mg/l	A-Poly	500 ml	HNO3	HNO3	—	6 Months	ICP
Lead by ICP/MS	\$10	Water	15	EPA 200.8	0.5	ug/l	A-Poly	500 ml	HNO3	HNO3	—	6 Months	ICP/MS
Lithium (non-UCMR5)	\$10	Water	15	EPA 200.7	0.005	mg/l	A-Poly	500 ml	HNO3	HNO3	—	6 Months	ICP
Magnesium by ICP	\$10	Water	15	EPA 200.7	0.1	mg/l	A-Poly	500 ml	HNO3	HNO3	—	6 Months	ICP
Manganese by ICP/MS	\$10	Water	15	EPA 200.8	2	ug/l	A-Poly	500 ml	HNO3	HNO3	—	6 Months	ICP/MS
Mercury	\$25	Water	15	EPA 200.8	0.2	ug/l	A-Poly	500 ml	HNO3	HNO3	—	28 Days	Cold Vapor AAS
Metals - Drinking Water by ICP-each**	\$20	Water	15	EPA 200.7	varies	ug/l	A-Poly	500 ml	HNO3	HNO3	—	6 Months	ICP
Metals - Drinking Water by ICP/MS-each**	\$20	Water	15	EPA 200.8	varies	ug/l	A-Poly	500 ml	HNO3	HNO3	—	6 Months	ICP/MS
Metals Digestion	\$15	Water	15	EPA 200.2							—	6 Months	Microsway
Molybdenum by ICP/MS	\$10	Water	15	EPA 200.8	2	ug/l	A-Poly	(3) 500 ml	HNO3	HNO3	—	6 Months	ICP/MS
NDMA	\$200	Water	15	EPA 521.1	2	ug/l	Amber Glass	(3) 500 ml	Na2S2O3	Na2S2O3	14 Days	28 Days	CI-GCMS SIM
Nitrosamines (B)	\$250	Water	15	EPA 521	varies	ng/l	Amber Glass	(3) 500 ml	Na2S2O3	Na2S2O3	14 Days	28 Days	CI-GCMS SIM
Nitrosamines (B)	\$300	Water	15	EPA 521	varies	ng/l	Amber Glass	(3) 500 ml	Na2S2O3	Na2S2O3	14 Days	28 Days	CI-GCMS SIM
Nickel by ICP/MS	\$10	Water	15	EPA 200.8	5	ug/l	A-Poly	500 ml	HNO3	HNO3	—	6 Months	ICP/MS
Nitrogen-Ammonia	\$30	Water	15	EPA 350.1	0.05	mg/l	Poly	250 ml	H2SO4	H2SO4	—	28 Days	Colorimetric/RFA
Nitrogen-Combined NO2+NO3	calculation*	Water	15	EPA353.2	0.1	mg/l	Poly	250 ml	H2SO4	H2SO4	—	28 Days	Colorimetric/RFA
Nitrogen-Nitrate Low Level as NO3	\$40	Water	15	EPA 300.1	0.2	mg/l	Poly	60 ml	EDA	EDA	—	48 Hours	IC
Nitrogen-Nitrate	\$20	Water	15	EPA 300.0A	0.1	mg/l	Poly	125 ml	None	None	—	48 Hours	IC
Nitrogen-Inorganic	\$70	Water	15	calculation	0.1	mg/l					—	48 Hours	requires NH3, NO3, NO2
Nitrogen-Nitrate low level as NO2	\$40	Water	5	EPA 300.1	8	ug/l	Poly	125 ml	None	None	—	48 Hours	IC
Nitrogen-Nitrate	\$20	Water	5	EPA 300.0	0.05	mg/l	Poly	125 ml	None	None	—	48 Hours	IC
Nitrogen-Nitrite (Low level as N)	\$40	Water	5	EPA 353.2	0.01	mg/l	Poly	60 ml	EDA	EDA	—	48 Hours	IC
Nitrogen-Total Kjeldahl	\$40	Water	15	EPA 351.2	0.1	mg/l	Poly	250 ml	H2SO4	H2SO4	—	28 Days	Colorimetric
Odor	\$20	Water	5	SM 2150B	1	TON	Amber Glass	1 L	None	None	—	24 Hours	Odor
Perchlorate	\$50	Water	15	EPA 314	2	ug/l	Poly	125 ml	None	None	—	28 Days	IC
Perchlorate- Low Level	\$125	Water	15	EPA 331	0.5-0.05	ug/l	Poly	125 ml	None	None	—	28 Days	IC
Pesticide (Triazine) Degradates	\$350	Water	15	L535	0.1-0.5	ug/l	Amber Glass	250 ml	None	Na2S2O3	14 days	28 Days	LC-MS-MS
Pesticides-Liexa	\$350	Water	20	L308	0.1	ug/l	Amber Glass	(4) 40ml	Ascorbic	Ascorbic	14 days	14 Days	GC/MS
Pesticides, Chlorinated (DW)	\$120	Water	15	EPA 505	varies	ug/l	Amber Glass	(4) 40ml	None	Na2S2O3	7 days	24 Hours	GC/ECD
pH	\$15	Water	5	SM4500H-B	0.01	units	Poly	125 ml	None	None	—	(5 min/field)	Ion Specific/ Electrode
Phenolics - low level	\$125	Water	15	EPA 420.4	5	ug/l	Amber Glass	250 ml	H2SO4	H2SO4	—	28 Days	Colorimetric

Property of Eurofins Eaton Analytical, LLC

Methods, preservatives, compound lists, and MRLs subject to change; please confirm with lab prior to sample submission

Eurofins Eaton Analytical, LLC

General Laboratory Analyses City of Tracy Fee Schedule 2023*

General Laboratory Analyses

Eurofins Eaton Analytical

Eurofins Eaton Analytical

ANALYSIS	Matrix**	TAT	METHOD REFERENCE	MRL	UNITS	BOTTLE TYPE	SAMPLE SIZE	PRESERVATIVE		HOLDING TIME		TEST TYPE		
								RAW	FINISHED	EXTRACT	ANALYSIS			
Phenolics		\$100	Water	15	EPA 420.4	10	ug/l	Amber Glass	250 ml	H ₂ SO ₄	H ₂ SO ₄	—	28 Days	Colorimetric
Phosphorus, Ortho as P		\$25	Water	5	SM4500P-E	0.05	mg/l	Poly	125 ml	None	None	—	48 Hours	Colorimetric
Phosphorus, Total		\$30	Water	15	E365.1/365.2	0.05	mg/l	Poly	250 ml	H ₂ SO ₄	H ₂ SO ₄	—	28 Days	Colorimetric
PFAS 14x chemicals		\$250	Water	20	EPA 537.1	2	ng/l	Poly	(2) 250 ml	5g/L Trizma®	5g/L Trizma®	14 days	14 Days	LC-MS-MS
PFAS 25x chemicals		\$300	Water	20	EPA 533	2	ng/l	Poly	(2) 250 ml	Ammonium Acetate	Ammonium Acetate	28 days	28 Days	LC-MS-MS
PFAS 40x chemicals - SUBCONTRACTED		\$500	Water	20	EPA 1633	varies	ng/l	Poly	(2) 250 ml	5g/L Trizma®	5g/L Trizma®	14 days	14 Days	LC-MS-MS
Potassium by ICP		\$10	Water	15	EPA 200.7	1	mg/l	A-Poly	500 ml	HNO ₃	HNO ₃	—	6 Months	ICP
Pseudomonas aeruginosa		\$125	Water	10	IDEXX-Pseudobest	varies	fl/ml	sterile Poly	100 ml	Na ₂ S ₂ O ₃	Na ₂ S ₂ O ₃	—	24 Hours	Fluorescence Micro
Radiochem-Gross Alpha Only		\$75	Water	15	EPA 900.0	1	pCi/l	A-Poly	1 L	HNO ₃	HNO ₃	—	6 Months	Proportional Counter
Radiochem-Gross Alpha/Beta		\$90	Water	15	EPA 900.0	3	pCi/l	A-Poly	1 L	HNO ₃	HNO ₃	—	6 Months	Proportional Counter
Radiochem-Gross Alpha only by coplin		\$125	Water	15	SM7110C	1	pCi/l	A-Poly	1 L	HNO ₃	HNO ₃	—	6 Months	Proportional Counter
Radiochem-Radium 226/228		\$260	Water	20	Georgia Method	1	pCi/l	A-Poly	3 x 1L	HNO ₃	HNO ₃	—	6 Months	Gamma Counting
Radiochem-Radium 226		\$130	Water	20	Georgia Method	1	pCi/l	A-Poly	1 L	HNO ₃	HNO ₃	—	6 Months	Estimation
Radiochem-Radium 228		\$130	Water	20	Georgia Method	1	pCi/l	A-Poly	1 L	HNO ₃	HNO ₃	—	6 Months	Proportional Counter
Radiochem-Radon		\$75	Water	5	SM7500RN	50	pCi/l	Amber Glass	(2) 40 ml	None	None	—	4 Days	Scintillation
Radiochem-Strontium90 SUBCONTRACTED		\$175	Water	20	EPA 905.0	1	pCi/l	A-Poly	1 L	HNO ₃	HNO ₃	—	6 Months	Proportional
Radiochem-Tellurium		\$125	Water	20	EPA 900.0	1000	pCi/l	A-Poly	1 L	None	None	—	6 Months	Scintillation
Radiochem-Uranium by ICPMS (pCi/L)		\$30	Water	15	EPA 200.8	1	ug/l	A-Poly	1 L	HNO ₃	HNO ₃	—	6 Months	ICPMS
Selenium by ICPMS		\$10	Water	15	EPA 200.8	5	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	—	6 Months	ICPMS
Silica by ICP		\$10	Water	15	EPA 200.7	0.428	mg/l	Poly	500ml	None	None	—	28 Days	ICP
Silver by ICPMS		\$10	Water	15	EPA 200.8	0.5	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	—	6 Months	ICPMS
SVOCs-Drinking Water-Regulated		\$200	Water	15	EPA 525.2	varies	ug/l	Amber Glass	(2) 1L	HCL	Sulfite, then HCl	14 Days	30 Days	GCMS
SVOCs-Drinking Water-Extended		\$300	Water	15	EPA 525.2	varies	ug/l	Amber Glass	(2) 1L	HCL	Sulfite, then HCl	14 Days	30 Days	GCMS
Sodium by ICP		\$10	Water	15	EPA 200.7	1	mg/l	A-Poly	500 ml	HNO ₃	HNO ₃	—	6 Months	ICP
Solids, Total Dissolved		\$20	Water	15	SM2540C	10	mg/l	Poly	1 L	None	None	—	7 Days	Gravimetric
Solids, Total Suspended		\$20	Water	15	SM2540D	10	mg/l	Poly	500 ml	None	None	—	7 Days	Gravimetric
Strontium by ICP		\$10	Water	15	EPA 200.7	0.01	mg/l	A-Poly	500 ml	HNO ₃	HNO ₃	—	6 Months	ICP
Sulfate		\$20	Water	15	EPA 300.0A	0.25	mg/l	Poly	125 ml	None	None	—	28 Days	IC
Sulfide, Dissolved		\$50	Water	10	SM4500-S ²⁻ D	0.1	mg/l	Poly	(2) 250 ml	NaOH + ZnAc	NaOH + ZnAc	1 day	7 Days	Colorimetric
Sulfide, Total		\$35	Water	15	SM4500-S ²⁻ D	0.1	mg/l	Poly	250 ml	NaOH + ZnAc	NaOH + ZnAc	—	7 Days	Colorimetric
Surfactants (MBAS)		\$45	Water	10	SM5540C	0.05	mg/l	Poly	500 ml	None	None	—	48 Hours	Colorimetric
1,4-Diethyl Alcohol		\$125	Water	15	EPA 524.2	2	ug/l	Amber Glass	(3) 40 ml	HCL	Ascorbic/HCL	—	14 Days	GCMS
Taste and Odor (MBAS/Geosmin by SPME)		\$200	Water	10	SM6040C mod	2 to 5	ug/l	Amber Glass	(3) 40 ml	None	None	—	72 Hours	SPME-GCMS
Thallium by ICPMS		\$10	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	—	6 Months	ICPMS
THMs by 524.2		\$90	Water	15	EPA 524.2/551.1	varies	ug/l	Amber Glass	(3) 40 ml	Na ₂ S ₂ O ₃ / NH ₄ Cl	Na ₂ S ₂ O ₃ / NH ₄ Cl	if 551.1 extract 14 days	14 Days	GCMS or GC/ECD
Trihalomethanes/90&Chloroform		\$250	Water	15	EPA 551.1	0.5	ug/l	Amber Glass	(3) 40 ml	NH ₄ Cl/buffer	NH ₄ Cl/buffer	14 days	14 Days	GC/ECD
THMs-Total Potential		\$100	Water	20	SM5710	0.5	ug/l	Amber Glass	1 L	None	None	—	7 Days	GC/ECD
Total Organic Carbon		\$35	Water	15	SM5310C	0.25	mg/l	Amber Glass	125 ml	H ₂ SO ₄	H ₂ SO ₄	—	28 Days	UV-Persulfate
Total Organic Carbon (SUVA)		\$65	Water	15	IESWTR	1	Units	Amber Glass	125 ml	None	None	—	2 Days	UV254 x 100/DOC
Dissolved Organic Carbon		\$45	Water	15	SM 5310C	0.25	mg/l	Amber Glass	125 ml	None	None	—	28 Days	UV-Persulfate
2,4,6-Trichlorophenol		\$150	Water	15	SM6251B	0.1	ug/l	Amber Glass	(3) 40 ml	NH ₄ Cl	NH ₄ Cl	—	14 Days	GC/ECD
1,2,3-Trichloropropane (TCP)		\$90	Water	15	CA 9RL 524M-TCP	0.005	ug/l	Amber Glass	(3) 40 ml	HCl	HCl/Ascorbic	—	14 Days	GCMS
Turbidity		\$20	Water	10	EPA 180.1	0.05	NTU	Amber Glass	1 L	None	None	—	48 Hours	Nephelometric
Uranium by ICPMS (ug/L)		\$10	Water	15	EPA 200.8	1	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	—	6 Months	ICPMS
UV254		\$30	Water	15	SM 5910B	0.009	AU	Amber Glass	125 ml	None	None	—	48 hours	Spectrophotometric
Vanadium by ICPMS		\$10	Water	15	EPA 200.8	3	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	—	6 Months	ICPMS
VOCs-Drinking Water		\$200	Water	15	EPA 524.3	varies	ug/l	Amber Glass	(2) 40 ml	Maleic/Ascorbic	Maleic/Ascorbic	—	14 Days	GCMS
VOCs-Drinking Water - regulated		\$200	Water	15	EPA 524.2	varies	ug/l	Amber Glass	(2) 40 ml	HCL	Ascorbic/HCL	—	14 Days	GCMS
VOCs-Drinking Water - extended		\$150	Water	15	EPA 524.2	varies	ug/l	Amber Glass	(2) 40 ml	HCL	Ascorbic/HCL	—	14 Days	GCMS
Water Solubility Analysis		\$300	Water	15	SM 9020	N/A	N/A	Poly	500 ml	None	None	48 Hours	N/A	Various
Zinc by ICPMS		\$10	Water	15	EPA 200.8	20	ug/l	A-Poly	500 ml	HNO ₃	HNO ₃	—	6 Months	ICPMS

*PPCPs include sample analysis plus one dilution. Additional dilutions may be run for an additional fee.

**Matrix, Water means Finished Drinking Water or Unimpaired Natural Drinking Water Source. Other matrices by Quote.

Individual listed metals prices (\$10) are for groups of five or more. Individual metals or groups of less than five are priced at \$20 per metal.

* calculations require additional tests at listed rate

* Listed rates will be honored through Dec 31, 2024, unless circumstances require a price change (cease performing a test, etc.)

**CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
Jim Brisco Enterprises, Inc.**

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Jim Brisco Enterprises, 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 loading, hauling and disposal services for biosolids removal services (**Services** or **Project**); and

B. On May 30, 2023, the City issued a Notice Inviting Bids (NIB) for the Project which was published on the City's website. A total of six proposals were received by the Operations and Utilities Executive Assistant at Boyd Service Center. On June 21, 2023, Contractor submitted its proposal for the Project to the City. All proposals were reviewed by the Wastewater Operations Superintendent and the Assistant Director of Utilities after the close of the NIB posting. Jim Brisco Enterprises, Inc. satisfied the requirements of the Tracey Municipal Code to be awarded a contract for the Project and was selected as the lowest responsive bidder. City has also determined that Contractor possesses the skills, experience and certification required to provide the services.

C. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of the 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 _____.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Upon request from and at the direction of the City, Contractor shall perform the Services and complete the Project, which includes, without limitation, the services described in Exhibit "A" attached hereto and incorporated herein by reference. The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: George Morrow. Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit "A," nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement or uses any unapproved subcontractor or subconsultant..

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 may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin on December 5, 2023 and end on December 4, 2024, 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," which is attached hereto and incorporated herein by this reference. Sufficient funding is budgeted and available in the Utilities-Wastewater Fund 521 operating budget for the removal of biosolids in Fiscal Year 2023-24.

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed \$176,700. 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 and requested by the City. 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.

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. 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 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; "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".

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. 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 Pollution Liability Insurance. Pollution Coverage shall be provided for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy will be applicable to the work being performed and provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

The policy shall be endorsed to include the City, its officers, employees, and agents as insureds.

5.5 Endorsements. Contractor shall obtain endorsements to the automobile, Pollution Liability, 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 in its sole and absolute discretion by giving ten (10) days' written notice to Contractor. Within five (5) days of such termination, Contractor 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 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 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 mediator 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. 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. 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 that Consultant is providing to the City under this Agreement. 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 to Consultant so as to satisfy the City's needs.

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 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.

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 & Utilities Director
3900 Holly Drive
Tracy, CA 95304

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

To Contractor:

Jim Brisco Enterprises, Inc.
George Morrow, President
221 Airpark Rd, Suite A
Atwater, CA 95301

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. No waiver shall be effective unless it is in writing and signed by the waiving party.

14.4 Assignment and Delegation. Contractor 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.

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 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.

14.11 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.

14.12 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.

14.13 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.

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

14.15 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.

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:

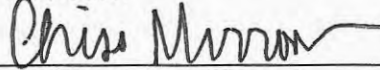
Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

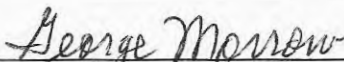
Contractor

Jim Brisco Enterprises, Inc., a California Corporation



By: Christopher Morrow
Title: Secretary
Date: 2/20/2024

Federal Employer Tax ID No. 91-2015259



By: George Morrow
Title: President
Date: 20 Feb 2024

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

Removal of approximately 3,000 tons of biosolids that are stockpiled in or near the drying beds at the Wastewater Treatment Plant.

- Loading, hauling, and disposing of the material at an acceptable site(s)
- Contractor to provide certified mobile scales and weigh the trucks before leaving the plant site to determine the tonnage of biosolids hauled or the contractor may have each truck weighed at a certified scale. Contractor shall maintain evidence of the weight of trucks for billing purposes.
- Contractor shall conform to all applicable laws, rules, and regulations in performing this work.
- Care shall be taken not to damage any site improvements at the Wastewater Treatment Plant during operation.
- Any damage shall be the Contractor's responsibility to repair.
- Biosolids will be in multiple piles and will be ranked in order by City staff from first to last to be removed.
- Contractor is required to provide the following information to the City:
 - Name and location of the site(s) for final disposal of the biosolids.
 - Letter(s) of acceptance from the owner/manager of disposal site(s) that receive(s) the biosolids.
 - WDR number(s) of the site(s) by Regional Water Quality Control Board, if applicable
 - Copies of weight tags by mobile scales or from certified scales.
 - Subsequent use(s) of the land, if applicable
 - Solids application rate(s) in pounds/year (specify wet or dry), if applicable.

EXHIBIT B - Compensation

Biosolids loading, hauling, and disposal, in accordance with Exhibit A, shall be compensated at \$58.90 per ton, with a not to exceed amount of \$176,700.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2024 - _____

(1) FINDING, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.180(b)(4) THAT STRICT COMPLIANCE WITH CITY CONTRACT PROCEDURES IS NOT IN THE BEST INTEREST OF THE CITY FOR A GENERAL SERVICES AGREEMENT WITH ALPHA ANALYTICAL LABORATORIES, INC.;

(2) APPROVING A GENERAL SERVICES AGREEMENT WITH ALPHA ANALYTICAL LABORATORIES, INC. FOR AN INITIAL FIFTEEN (15) MONTH TERM, WITH AN ADMINISTRATIVE OPTION TO EXTEND UP TO AN ADDITIONAL FIVE (5) YEARS, IN ANY COMBINATION OF LENGTH, FOR AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$60,180 PER FISCAL YEAR TO CONDUCT LABORATORY ANALYSIS AND TESTING SERVICES FOR THE UTILITIES DIVISION LABORATORY.

WHEREAS, the City of Tracy Wastewater Treatment Plant must conduct testing and analysis of its wastewater (influent and effluent) to comply with Federal and State Standards and permitting for water quality; and

WHEREAS, the City must provide the analytical testing results of this wastewater (influent and effluent) at certain set intervals and under certain conditions to the State Water Resources Control Board for water quality standards (Services); and

WHEREAS, the City is not sufficiently equipped with staff and resources required to conduct the requiring testing without assistance from independent contractors; and

WHEREAS, Tracy Municipal Code, Section 2.20.140 provides a qualifications-based bidding selection process for "professional services agreements" including evaluation of which proposer best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services, and evaluation of which proposals best fit the criteria set forth in the City's request for proposals; and

WHEREAS, the Services required by the City do not fall squarely into the definition of "professional services" provided in Tracy Municipal Code Section 2.20.030(c) and thus may fall into the definition of "general services" provided Tracy Municipal Code Section 2.20.030(f); and

WHEREAS, barring an exception, Tracy Municipal Code Section 2.20.180(a)(5) requires the City award a contract for "general services" to the "lowest responsible bidder," irrespective of qualifications necessary for the satisfactory performance of the required services; and

WHEREAS, Tracy Municipal Code Section 2.20.180(b)(4) authorizes the City Council to approve an exception to the contracting procedure for general services agreements where the Council finds compliance is not in the best interest of the City for the subject services; and

WHEREAS, on May 30, 2023, staff followed established procedures, in accordance with those required for professional services agreements under Tracy Municipal Code Section 2.20.140, and conducted a one-time Notice Inviting Bids (NIB) to solicit experienced and qualified vendors to provide competitive rates to conduct the necessary testing and analysis; and

WHEREAS, bidding contractors were required to be California Environmental Laboratory Accreditation Program (CA ELAP) certified, and

WHEREAS, on June 29, 2023, staff completed an extensive review of the four (4) proposals received based on the bidding contractor's qualifications, competence, price for the services, overall responsibility and content of the proposal; and

WHEREAS, the instant Services required by the City merit an exception to the contracting procedure under Tracy Municipal Code Section 2.20.180(b)(4) because only certain professional consultants possess the unique qualifications and project-specific past experience with the City required to perform the Services competently and efficiently, and because City staff nonetheless proceeded with parallel contracting procedures required for *professional* services agreements as provided in Tracy Municipal Code 2.20.140; and

WHEREAS, after careful review and analysis, Alpha Analytical Laboratories, Inc. was selected because it best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required Services, and best fit the criteria set forth in the City's request for proposals, pursuant to Tracy Municipal Code, Section 2.20.140; and

WHEREAS, the City seeks to enter into a General Services Agreement with Alpha Analytical Laboratories Inc., to perform the necessary testing and analysis and provide the deliverables for submittal to the State Water Resources Control Board for compliance; and

WHEREAS, this action item falls within a categorical exemption under CEQA Guidelines § 15301 for existing structures; and

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 finds that strict compliance with the contracting procedure for "general services" under Tracy Municipal Code Section 2.20.180(b)(4) is not in the best interest of the City because only Alpha Analytical Laboratories, Inc. possesses the unique qualifications and project-specific past experience with the City required to perform the Services competently and efficiently, and because City staff nonetheless proceeded with parallel contracting procedures required for *professional* services agreements as provided in Tracy Municipal Code 2.20.140; and be it further

RESOLVED: That the City Council of the City of Tracy hereby approves the General Services Agreement with Alpha Analytical Laboratories, Inc. for an initial 15-month term,

commencing March 19, 2024, and expiring on June 30, 2025, with an administrative option to extend up to an additional five (5) years, in any combination of length, for an annual not-to-exceed amount of \$60,180 per fiscal year to conduct Laboratory Analysis and Testing Services for the Utilities Division Laboratory; and be it further

RESOLVED: After review and approval by the City Attorney, the Mayor may execute the Amended GSA, and be it further

RESOLVED: That the City Council of the City of Tracy hereby authorizes the City Manager to execute one or more extensions of the term of the General Services Agreement with Alpha Analytical Laboratories, Inc., for up to a maximum five (5) years after expiration of the initial fifteen (15) month term expiring June 30, 2025, in any combination of duration, upon the City Manager's written determination that Alpha Analytical Laboratories, Inc. has satisfactorily met all the requirements of its agreement with the City, and be it further

RESOLVED: That the City Council authorizes the execution of the General Services Agreement with Alpha Analytical Laboratories, Inc. upon review and approval by the City Attorney's Office, and authorizes any and all actions that may be necessary or advisable to effectuate the purposes of this Resolution, and be it further

RESOLVED: The City Council finds this action is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 for existing facilities.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on March 19, 2024 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

ATTACHMENTS:

(1) General Services Agreement - ALPHA ANALYTICAL LABORATORIES, INC.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2024 - ____

-
- (1) FINDING, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.180(b)(4) THAT STRICT COMPLIANCE WITH CITY CONTRACT PROCEDURES IS NOT IN THE BEST INTEREST OF THE CITY FOR A GENERAL SERVICES AGREEMENT WITH EUROFINS EATON ANALYTICAL, LLC.;**
- (2) APPROVING A GENERAL SERVICES AGREEMENT WITH EUROFINS EATON ANALYTICAL, LLC FOR AN INITIAL FIFTEEN (15) MONTH TERM, WITH AN ADMINISTRATIVE OPTION TO EXTEND UP TO AN ADDITIONAL FIVE (5) YEARS, IN ANY COMBINATION OF LENGTH, FOR AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$23,451 PER FISCAL YEAR TO CONDUCT LABORATORY ANALYSIS AND TESTING SERVICES FOR THE UTILITIES DIVISION LABORATORY.**

WHEREAS, the City of Tracy Water Treatment Plant must conduct testing and analysis of its public water system to comply with Federal and State Standards and permitting for water quality; and

WHEREAS, the City must provide the analytical testing results of this water at certain set intervals and under certain conditions to the State Water Resources Control Board Division of Drinking Water for water quality standards (Services); and

WHEREAS, the City is not sufficiently equipped with staff and resources required to conduct the requiring testing without assistance from independent contractors; and

WHEREAS, Tracy Municipal Code, Section 2.20.140 provides a qualifications-based bidding selection process for "professional services agreements" including evaluation of which proposer best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services, and evaluation of which proposals best fit the criteria set forth in the City's request for proposals; and

WHEREAS, the Services required by the City do not fall squarely into the definition of "professional services" provided in Tracy Municipal Code Section 2.20.030(c) and thus may fall into the definition of "general services" provided Tracy Municipal Code Section 2.20.030(f); and

WHEREAS, barring an exception, Tracy Municipal Code Section 2.20.180(a)(5) requires the City award a contract for "general services" to the "lowest responsible bidder," irrespective of qualifications necessary for the satisfactory performance of the required services; and

WHEREAS, Tracy Municipal Code Section 2.20.180(b)(4) authorizes the City Council to approve an exception to the contracting procedure for general services agreements where the Council finds compliance is not in the best interest of the City for the subject services; and

WHEREAS, on May 30, 2023, staff followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and conducted a one-time Notice Inviting Bids (NIB) to solicit experienced and qualified vendors to provide competitive rates to conduct the necessary testing and analysis; and

WHEREAS, bidding contractors were required to be California Environmental Laboratory Accreditation Program (CA ELAP) certified, and

WHEREAS, on June 29, 2023, staff completed an extensive review of the four (4) proposals received based on the bidding contractor's qualifications, competence, price for the services, overall responsibility and content of the proposal; and

WHEREAS, the instant Services required by the City merit an exception to the contracting procedure under Tracy Municipal Code Section 2.20.180(b)(4) because only certain professional consultants possess the unique qualifications and project-specific past experience with the City required to perform the Services competently and efficiently, and because City staff nonetheless proceeded with parallel contracting procedures required for *professional* services agreements as provided in Tracy Municipal Code 2.20.140; and

WHEREAS, after careful review and analysis, Eurofins Eaton Analytical, LLC was selected because it best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required Services, and best fit the criteria set forth in the City's request for proposals, pursuant to Tracy Municipal Code, Section 2.20.140; and

WHEREAS, the City seeks to enter into a General Services Agreement with Eurofins Eaton Laboratories, LLC to perform the necessary testing and analysis and provide the deliverables for submittal to the State Water Resources Control Board for compliance; and

NOW, THEREFORE, be it resolved as follows:

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

RESOLVED: That the City Council of the City of Tracy hereby finds that strict compliance with the contracting procedure for "general services" under Tracy Municipal Code Section 2.20.180(b)(4) is not in the best interest of the City because only Alpha Analytical Laboratories, Inc. possesses the unique qualifications and project-specific past experience with the City required to perform the Services competently and efficiently, and because City staff nonetheless proceeded with parallel contracting procedures required for *professional* services agreements as provided in Tracy Municipal Code 2.20.140; and be it further

FURTHER RESOLVED: That the City Council of the City of Tracy hereby approves the General Services Agreement with Eurofins Eaton Analytical, LLC for an initial 15-month term, commencing March 19, 2024, and expiring on June 30, 2025, with an administrative option to extend up to an additional five (5) years, in any combination of length, for an annual not-to-exceed amount of \$23,451 per fiscal year to conduct Laboratory Analysis and Testing Services for the Utilities Division Laboratory; be it further

RESOLVED: That the City Council of the City of Tracy hereby authorizes the City Manager to execute one or more extensions of the term of the General Services Agreement with Eurofins Eaton Analytical, LLC., for up to a maximum five (5) years after expiration of the initial fifteen (15) month term expiring June 30, 2025, in any combination of duration, upon the City Manager's written determination that Eurofins Eaton Analytical, LLC has satisfactorily met all the requirements of its agreement with the City, and be it further

RESOLVED: That the City Council authorizes the execution of the General Services Agreement with Eurofins Eaton Analytical, LLC upon review and approval by the City Attorney's Office, and authorizes any and all actions that may be necessary or advisable to effectuate the purposes of this Resolution, and be it further

RESOLVED: The City Council finds this action is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 for existing facilities.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on March 19, 2024, 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

ATTACHMENTS:

(1) General Services Agreement - Eurofins Eaton Analytical, LLC

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

- (1) RESCINDING RESOLUTION #2023-230 APPROVING A GENERAL SERVICES AGREEMENT WITH JIM BRISCO ENTERPRISES, INC.;**
- (2) FINDING, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.180(b)(4) THAT STRICT COMPLIANCE WITH CITY CONTRACT PROCEDURES IS NOT IN THE BEST INTEREST OF THE CITY FOR A GENERAL SERVICES AGREEMENT WITH JIM BRISCO ENTERPRISES INC.; AND**
- (3) APPROVING A GENERAL SERVICES AGREEMENT WITH JIM BRISCO ENTERPRISES, INC., FOR THE LOADING, HAULING, AND DISPOSAL OF WASTEWATER TREATMENT BIOSOLIDS FOR A ONE-YEAR TERM BEGINNING ON DECEMBER 5, 2023, WITH A TOTAL NOT TO EXCEED AMOUNT OF \$176,700;**

WHEREAS, The City needs to re-authorize a previously approved contract for general services in order to achieve satisfactory compliance with procurement rules and procedures; and

WHEREAS, The City needs to engage services of qualified haulers to load, haul and dispose of wastewater treatment biosolids out of San Joaquin County (Services); and

WHEREAS, Tracy Municipal Code, Section 2.20.140 provides a qualifications-based bidding selection process for "professional services agreements" including evaluation of which proposer best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services, and evaluation of which proposals best fit the criteria set forth in the City's request for proposals; and

WHEREAS, the Services required by the City do not fall squarely into the definition of "professional services" provided in Tracy Municipal Code Section 2.20.030(c) and thus may fall into the definition of "general services" provided Tracy Municipal Code Section 2.20.030(f); and

WHEREAS, barring an exception, Tracy Municipal Code Section 2.20.180(a)(5) requires the City award a contract for "general services" to the "lowest responsible bidder," irrespective of qualifications necessary for the satisfactory performance of the required services; and

WHEREAS, Tracy Municipal Code Section 2.20.180(b)(4) authorizes the City Council to approve an exception to the contracting procedure for general services agreements where the Council finds compliance is not in the best interest of the City for the subject services; and

WHEREAS, On May 30, 2023, staff followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and issued a Notice Inviting Bids (NIB) for Professional Services Related to Wastewater Treatment; and

WHEREAS, the City received six (6) proposals, one of which was from Jim Brisco Enterprises, Inc. (Consultant); and

WHEREAS, Consultant has the expertise and experience required to provide the necessary and desired services; and

WHEREAS, staff recommended that the City Council authorize the execution of a General Services Agreement with Consultant (Original GSA) to provide the services; and

WHEREAS, the City Council authorized Resolution #2023-230 on December 5, 2023, approving the Original GSA with the Consultant, however, the date on the approved agreement was incorrectly recorded as September 1, 2023; and

WHEREAS, after the Original GSA was approved by Resolution #2023-230 on December 5, 2023, the incorrect date was discovered; and

WHEREAS, staff has revised the Original GSA to reflect the correct commencement date of December 5, 2023, and the Consultant agreed to this amendment (Amended GSA); and

WHEREAS, the Amended GSA will have a term of one (1) year and automatically expire thereafter on December 4, 2024; and

WHEREAS, the Amended GSA has a total not-to-exceed amount of \$176,700.00; and

WHEREAS, The funding for services to provide these professional and technical services will be funded by the ongoing operations and maintenance budgets for Wastewater; and

WHEREAS, the instant Services required by the City merit an exception to the contracting procedure under Tracy Municipal Code Section 2.20.180(b)(4) because only certain professional consultants possess the unique qualifications and project-specific past experience with the City required to perform the Services competently and efficiently, and because City staff nonetheless proceeded with parallel contracting procedures required for *professional* services agreements as provided in Tracy Municipal Code 2.20.140; and

WHEREAS, after careful review and analysis, Jim Brisco Enterprises, Inc. was selected because it best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required Services, and best fit the criteria set forth in the City's request for proposals, pursuant to Tracy Municipal Code, Section 2.20.140; and

WHEREAS, this action item falls within a categorical exemption under CEQA Guidelines § 15301 for existing structures; and

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 finds that strict compliance with the contracting procedure for "general services" under Tracy Municipal Code Section 2.20.180(b)(4) is not in the best interest of the City because only Jim Brisco Enterprises, Inc. possesses the unique qualifications and project-specific past experience with the City required to perform the Services competently and efficiently, and because City staff nonetheless

proceeded with parallel contracting procedures required for *professional* services agreements as provided in Tracy Municipal Code 2.20.140; and be it further

RESOLVED: That the City Council hereby rescinds Resolution #2023-230 executed on December 5, 2023 approving the Original GSA with the Consultant; and be it further

RESOLVED: That the City Council of the City of Tracy, hereby approves the Amended GSA with Jim Brisco Enterprises, Inc. attached hereto as Attachment 1, providing total not-to-exceed amount of \$176,700.00 over a one-year term, commencing December 5, 2023 and expiring December 4, 2024; and be it further

RESOLVED: After review and approval by the City Attorney, the Mayor may execute the Amended GSA, and be it further

RESOLVED: The City Council finds this action is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 for existing facilities.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on March 19, 2024, 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

ATTACHMENTS:

(1) Amended GSA - Jim Brisco Enterprises, Inc. (December 5, 2023 commencement date)

Agenda Item 3.A

RECOMMENDATION

Deliberate Proposed Amendments to the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies (Appointment Policy) and, upon Conclusion of such Deliberations, adopt one of the following Resolutions:

- 1) Resolution amending the Appointment Policy to allow the full City Council to interview candidates and make final recommendations of specific candidates for the Mayor to consider as proposed appointees, subject to final approval of the City Council; OR**
- 2) Resolution amending the Appointment Policy to allow the full City Council to interview candidates and create an appointment list from which the Mayor may select proposed appointees, subject to final approval of the City Council**

EXECUTIVE SUMMARY

On March 5, 2024, the City Council discussed options to align the *Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies* (Appointment Policy) with Government Code Section 40605. The most recent version of the Appointment Policy was adopted on December 21, 2021, through Resolution 2021-200 (see **Attachment A**). Under Government Code Section 40605, the elected mayor of a general law city solely has the authority to appoint, subject to council approval, to council committees, sub-committees, and commissions, as well as any regional bodies to which the council sends a delegate. The selection process contained in the Council's Appointment Policy does not fully comply with Government Code Section 40605 as it states that the City Council appoints to a sub-committee to interview candidates and appoints, based on the recommendations of the sub-committee. No explicit authority of the Mayor to propose appointments is noted.

After discussion, the City Council directed staff to return with a proposed amendment to the Appointment Policy that would allow the full City Council to interview candidates, in open session at a regular or special meeting. The City Council had not reached consensus on what the next steps would be after the Council interviews had been completed and asked staff to return with the following two options for the City Council's further deliberation and final selection:

Upon completing the interviews, the City Council would either:

- (a) make final recommendations of specific candidates for the Mayor to consider as proposed appointees; OR
- (b) create an appointment list from which the Mayor may select proposed appointees.

BACKGROUND AND LEGISLATIVE HISTORY

The City Council's current selection process for appointment to Council boards, commissions, or committees is set forth in the Appointment Policy approved through Resolution 2021-200. The selection process is initiated through the preparation of the appointment list by the City Clerk on or before December 31 of each year. The list contains the list of appointees and terms for each board, commission and committee whose members serve at the pleasure of the City Council. When a vacancy occurs, a special notice is posted within twenty (20) days of the vacancy. Specific terms apply to vacancies with less than six months remaining and when filled by an emergency appointment. The Appointment Policy also restricts appointment of an individual already serving on a City of Tracy board, committee, or commission from serving on an additional City of Tracy board, committee, or commission concurrently with the exception of the Board of Appeals which states in TMC 9.44.030 a board member may be a member of another City board or commission and need not be a resident. In addition, individuals selected to a City of Tracy board, committee, or commission must meet residency requirements contained in the policy.

In Section D of the Appointment Policy, the City Council, by majority vote, appoints two councilmembers to serve on a sub-committee to review applications, interview applicants, and make recommendations to appoint a candidate. The sub-committee recommendations are made to the full City Council for consideration and approval, by majority vote. No explicit authority of the Mayor to propose appointments is noted.

The current Appointment Policy replaced a similar version of a previously adopted appointment process.

ANALYSIS

As noted above, the Appointment Policy has been a longstanding policy of the City Council. At the request of the Mayor, the City Attorney recently analyzed the Appointment Policy in relation to whether it fully complied with Government Code 40605. The analysis indicated that Section D of the Appointment Policy did not fully comply with the State law. The California Attorney General has promulgated two opinions directly analyzing the scope of the appointment powers of a mayor of a general law city under this State Law. In Opinion 97-1103, the Attorney General opined that, but for certain exceptions, the appointment power of an elected mayor of a general law city extends to appointments to city and regional boards, commissions, and committees as well as subcommittees of a city council. However, the Attorney General clarified that "Section 40605 does not grant a mayor unfettered discretion in making commission appointments; instead, it requires the mayor to submit each of his or her designated appointees to the city council for its approval".

Notwithstanding the support for the Appointment Policy by prior City Councils, the Appointment Policy is not fully compliant with State Law and needs to be revised to become legally compliant. In accordance with Government Code Section 40605, "[a directly-elected] mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute." Under the current Appointment Policy, the Mayor has a role equivalent to that of all other City Council members. However, Government Code Section 40605 provides the Mayor with the authority to appoint. This appointment is subject to a majority vote approval of the City Council.

In preparation for the March 5th discussion regarding the Appointment Policy, staff sent an informal survey on Listserve, requesting information about the appointment procedures of other cities. Thirty seven (37) cities responded to this informal request. Staff shared a high-level summary of this information with City Council. Based on feedback received from City Council on March 5th, staff conducted more in-depth research to gather and analyze the actual policies and procedures of cities. Staffs target was to collect information from approximately 50 general law cities with appointment policies available online, and actually gathered and analyzed information from 59 general law cities. To make the analysis directly relevant to the subject matter, staff further narrowed the analysis to general law cities with elected mayors, as Government Code 40605 applies to only such cities. This analysis is summarized in **Attachment B**.

The results demonstrate that similar cities are implementing Government Code 40605 in a variety of ways. Review of the policies revealed two cities have the full City Council conduct interviews with all candidates and make a recommendation to the Mayor. In four cities, the full City Council interviews and appoints all candidates and all council members have equal voting powers. Seven cities use a subcommittee to conduct the interviews. In seven cities, the Mayor solely interviews and makes the appointment, subject to City Council approval. The remaining agencies use alternative processes to fill advisory body vacancies.

Further, after discussion at its March 5, 2024 meeting, the City Council directed staff to return with proposed amendments to the Appointment Policy allowing the full City Council to interview candidates, in open session at a regular or special meeting. The City Council did not reach consensus on what should be the next steps after the interviews had been completed and asked staff to allow the following two options for the City Council's further deliberation and final selection:

Upon completing the interviews, the City Council would either:

- (a) make final recommendations of specific candidates for the Mayor to consider as proposed appointees; OR
- (b) create an initial appointment list of candidates from which the Mayor may propose appointees.

The draft amendments to the Appointment Policy allowing the entire City Council to interview candidates, in an open session at a regular or special meeting, and make recommendations of specific candidates for the Mayor to appoint (subject to final approval of the City Council) is attached as **Attachment C**. The draft amendments to the Appointment Policy allowing the full City Council to interview candidates, in an open session at a regular or special meeting, and create an appointment list from which the Mayor may appoint (subject to final approval of the City Council) is attached as **Attachment D**. It should be noted that the amended policy further states, "While the mayor shall endeavor to propose appointees that are recommended by the Council, the mayor may also propose alternate appointees pursuant to mayoral authority under Government Code 40605".

To further validate the legality of the proposed amendments, the City Attorney requested a public legal memorandum from the law firm of Best, Best & Krieger, LLP (BBK). BBK represents cities, counties and special districts across the State and serves as outside City Attorney and Assistant City Attorney to many cities. BBK concluded that the above noted options being considered by the City Council are compliant with Government Code Section 40605, as has been further interpreted by the Attorney General. BBK's legal memorandum is attached as **Attachment E**.

FISCAL IMPACT

There is no fiscal impact as a result of this agenda item.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically implements the following goal:

Governance

Goal 1: Model Good Governance, Teamwork, and Transparency

ACTION REQUESTED OF THE CITY COUNCIL

Deliberate Proposed Amendments to the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies (Appointment Policy) and, upon Conclusion of such Deliberations, adopt one of the following Resolutions:

- 1) Resolution amending the Appointment Policy to allow the full City Council to interview candidates and make final recommendations of specific candidates for the Mayor to consider as proposed appointees, subject to final approval of the City Council; OR
- 2) Resolution amending the Appointment Policy to allow the full City Council to interview candidates and create an appointment list from which the Mayor may select proposed appointees, subject to final approval of the City Council

Prepared by: Kimberly Murdaugh, Interim Assistant City Manager

Reviewed by: Sara Cowell, Director of Finance
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

- A – Existing Appointment Policy
- B - General Law Survey Matrix
- C – Policy A – Council Recommends
- D – Policy B – Council Creates Appointment List
- E – Public Legal Opinion

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.

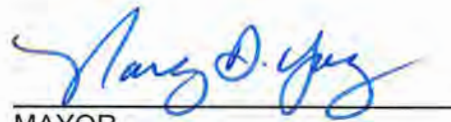
NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Tracy hereby adopts the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies, attached as Exhibit A, and thereby repeals and supersedes Resolution No. 2021-131.

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

ATTEST:


CITY CLERK


MAYOR

**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.

Advisory Body Appointment Process

Sample of General Law Cities in California

#	General Law City	Formal Policy	Informal Process	Full Council Interviews All Candidates and Recommends to Mayor	Full Council Interviews and Appoints All Candidates	Council Creates Appointment List	Subcommittee Interviews	Only Mayor Appoints with Council Approval	Other Process	Additional Notes
1	American Canyon	X			X					
2	Arroyo Grande	X							X	Each Councilmember is entitled to appoint one Commissioner to each commission, with the exception of TBID Board which is appointed by the full council.
3	Atascadero	X							X	For Planning Commission - Two at large seats and five direct appointments by Councilmembers.
4	Barstow	X			X					Planning Commission
5	Benicia	X					X			A two-member subcommittee appointed by the Mayor, rotates among council members with one new appointee each year, to interview applicants for all boards, commissions and committees
6	Brentwood	X		X						
7	Carmel by the Sea		X				X			A subcommittee, comprised of the Mayor and Mayor Pro Tempore reviews all applications and interviews each prospective member. Pursuant to the Municipal Code, appointments shall be ratified by at least three of the five members of the City Council.
8	Ceres	X						X		
9	Hughson	X		X				X		
10	Kerman	X						X		
11	Lancaster	X						X		
12	Lathrop	X						X		
13	Lemon Grove	X						X		
14	Livermore	X					X			
15	Los Banos	X					X			
16	Manteca		X		X		X			Ad Hoc subcommittee with two (2) Councilmembers.interviews candidates
17	Martinez	X						X		Interviews not required or consistently conducted.

#	General Law City	Formal Policy	Informal Process	Full Council Interviews All Candidates and Recommends to Mayor	Full Council Interviews and Appoints All Candidates	Council Creates Appointment List	Subcommittee Interviews	Only Mayor Appoints with Council Approval	Other Process	Additional Notes
18	Marysville	X							X	<i>Each Councilmember is entitled to appoint one Commissioner. Additionally, Mayor appoints two (2) members with special expertise.</i>
19	Pismo Beach	X			X					
20	Upland	X							X	<i>Some by direct appointment. Some by City Council. Some by Mayor.</i>
21	West Sacramento	X						X		<i>Interviews not required or consistently conducted. Council has 30 days to approve/disapprove an appointment by the Mayor, otherwise the recommended members are deemed appointed.</i>
Total		19	2	2	4	0	5	8	4	

COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES

(Exhibit "A" to Resolution No. ~~2021-200~~ 2024-)

Deletions shown with ~~strike through~~ and additions shown with underlining.

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. This process acknowledges and is consistent with Government Code Section 40605, which requires that the elected mayor of a general law city solely has the authority to appoint, subject to council approval, to council committees, sub-committees, and commissions, as well as any regional bodies to which the council sends a delegate.

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 and Mayor shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:
1. ~~The full Council shall, in open session at a regular or special meeting, appoint two Council members and an alternate to serve on a subcommittee to review applications, interview applicants and make final recommendations of specific candidates for the Mayor to consider as proposed appointees 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.~~
 2. Upon receiving the recommendations of the Council, the Mayor will propose an appointee to the board, commission or committee, which proposed appointee shall be approved or disapproved, by majority vote, of the Council. The Mayor shall endeavor to propose appointees that are recommended by the Council, but the Mayor may propose alternate appointees pursuant to mayoral authority under Government Code 40605. The alternates shall be chosen from the eligibility list, if it has been created pursuant to section 4 below.
 3. If the Council disapproves an appointee proposed by the Mayor, the Mayor shall propose an alternate appointee, which shall be either approved or disapproved by the Council, by majority vote. This process shall continue until all vacancies on the board, commission or committee are filled. ~~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.~~
 4. If there are more qualified candidates than the number of current vacancies, the Council may establish an eligibility list that will be used to fill future vacancies that occur in the following twelve (12) months.
- 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.

COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES

(Exhibit "A" to Resolution No. ~~2021-200~~ 2024-)

Deletions shown with strikethrough and additions shown with underlining.

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. This process acknowledges and is consistent with Government Code Section 40605, which requires that the elected mayor of a general law city solely has the authority to appoint, subject to council approval, to council committees, sub-committees, and commissions, as well as any regional bodies to which the council sends a delegate.

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:
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 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 and Mayor shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:
1. ~~The full Council shall, in open session at a regular or special meeting, appoint two Council members and an alternate to serve on a subcommittee to review applications, interview applicants and create an appointment list from which the Mayor may select proposed appointees 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.~~
 2. Upon receiving the appointment list from the Council, the Mayor will propose an appointee to the board, commission or committee, which proposed appointee shall be approved or disapproved, by majority vote, of the Council. The Mayor shall endeavor to propose appointees that are on the appointment list approved by the Council, but the Mayor may propose alternate appointees pursuant to mayoral authority under Government Code 40605.
 3. If the Council disapproves an appointee proposed by the Mayor, the Mayor shall propose an alternate appointee, which shall be either approved or disapproved by the Council, by majority vote. This process shall continue until all vacancies on the board, commission or committee are filled. 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.
 4. If there are more qualified candidates on the appointment list than the number of current vacancies, the Council may establish an eligibility list that will be used to fill future vacancies that occur in the following twelve (12) months.
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Public Legal Memorandum

VIA E-MAIL

To: Bijal Patel, City Attorney for City of Tracy
From: Best Best & Krieger, LLP
Date: March 13, 2024
Re: Mayoral Appointment Power under Government Code Section 40605

QUESTIONS PRESENTED

May the City Council adopt a policy where applicants to all boards, commissions, and committees of a city are interviewed by the City Council at a public meeting and the City Council either: (i) makes a recommendation of the specific candidates for appointment to the Mayor (*i.e.*, if there are two open spots, after the interview process, the City Council would recommend two candidates); or (ii) creates a larger “eligibility list” of suitable candidates for appointment?

SHORT ANSWER

Yes, a policy that calls for this preliminary review and input by the City Council is permitted under Government Code section 40605 provided that any recommendations from the City Council are advisory only and that the Mayor retains the ultimate authority to appoint individuals subject to approval by the City Council.

ANALYSIS

Government Code section 40605 states, “[a directly-elected] mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute.” While there is no published case on point, the California Attorney General has specifically opined on the extent of this appointment power as well as the ability (or lack thereof) of a city council to infringe on that power.¹

In pertinent, the Attorney General has compared this mayoral appointment power with “approval of the city council” to the “advice and consent” provision of the United States

¹ See 81 Ops.Cal.Atty.Gen. 75 (1998)

Constitution and the President's ability to appoint Ambassadors, other public Ministers and Consuls, Judges of the Supreme Court with the Advice and Consent of the Senate.² As is demonstrated by that process, as well as the plain language of section 40605, this is a process that relies on a system of checks and balances where the executive (Mayor/President) offers up the appointment that requires approval by the legislative body (City Council/Senate). Further, while the Attorney General was explicit that section 40605 prohibits the City Council from directing the Mayor to appoint any particular person, it is our opinion that section 40605 is not so rigid in that there cannot be a preliminary, advisory process that is not mandatory for the Mayor.³

In the same way that the U.S. Senate has a Judiciary Committee that provides some level of initial input and analysis regarding possible judicial appointments – without of course the power to mandate or force the President to appoint any one person – a process where the City Council as a whole interviews possible candidates and provides optional recommendations to the Mayor is permissible. The Mayor, in the Mayor's sole discretion, would then have the ability to weigh the recommendations and either give them credence, ignore them entirely,⁴ or something in between.

Legally, there is likely no distinction between either of the aforementioned options (City Council recommends individual(s) based on the number of spots open or compiles a list of eligible candidates) provided it is crystal clear that these are advisory in nature only and that the Mayor is not bound at all by the City Council recommendation(s). A process like this can co-exist with the authority in section 40605 as there is nothing limiting or in conflict with the Mayor's absolute discretion to appoint and would likely benefit the process overall. That is, with a predetermined policy applicants, staff and City decision-makers will have clarity and know what to expect such that proper planning can occur to ensure vacancies are filled and the process becomes routine City business. The City Council and the Mayor may also benefit as the more the process is collaborative, the more likely there will be successful nominations and timely and effective filling of vacancies.

Practically, an eligible candidate list may have more efficacy as the other option where the City Council simply makes exact recommendations (*i.e.*, 2 individuals for 2 open commission spots) creates a very binary choice. Either the Mayor wants to only appoint these 2 individuals or the Mayor does not. This may render this initial advisory process somewhat futile as either the Mayor agrees with the majority of the City Council or the Mayor does not with nothing in between. A larger eligibility list may assist the Mayor in weighing the various strengths and weaknesses of the possible appointees, provide a larger pool of candidates that are more likely to be approved by the City Council after the Mayor makes the decision on who to appoint, and overall be a more helpful tool to the Mayor to increase the chances that Mayoral appointments are approved by the City Council and positions are filled. However, consistent with the advisory theme of the process, a policy that only those on the eligibility list can be offered up for appointment or approved would be unlawful as that would infringe on the Mayoral power in section 40605.

² *Id.*

³ Along this same line of thinking, there is nothing that would prohibit the Mayor from consulting with a trusted member of staff or other community member on possible options for appointments. We do not believe section 40605 stands for the proposition that the Mayor must undertake this appointment making process completely in a silo.

⁴ As noted above, this is a system based on checks and balances. So while the Mayor is under no obligation to take any recommendation, the City Council must approve any appointee. Thus, the law does posit a certain level of cooperation between the Mayor and City Council.

CONCLUSION

Ultimately, an advisory process that involves the entire City Council as explained above is permissible as it is not inconsistent with Government Code section 40605. The Mayor retains the ultimate decision on the appointment power (subject to approval by the City Council) and as such, is not in conflict with the statutory mandates that the Mayor shall make all appointments.

PATRICK DONEGAN

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

AMENDING THE COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES TO ALLOW THE FULL CITY COUNCIL TO INTERVIEW CANDIDATES AND MAKE RECOMMENDATIONS OF SPECIFIC CANDIDATES FOR THE MAYOR TO CONSIDER AS PROPOSED APPOINTEES, SUBJECT TO FINAL APPROVAL OF THE CITY COUNCIL

WHEREAS, the *Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies* (Appointment Policy) sets forth the process by which vacancies on City committees, subcommittees, and commissions are filled; and

WHEREAS, the most recent version of the Appointment Policy was adopted on December 21, 2021, by the City Council through Resolution 2021-200; and

WHEREAS, under Government Code Section 40605, the elected mayor of a general law city solely has the authority to appoint, subject to council approval, to council committees, subcommittees, and commissions, as well as any regional bodies to which the council sends a delegate; and

WHEREAS, the selection process contained in the Council's Appointment Policy does not fully comply with Government Code Section 40605 as it states that the City Council appoints to a sub-committee to interview candidates and appoints, based on the recommendations of the sub-committee, and no explicit authority of the Mayor to propose appointments is noted; and

WHEREAS, on March 5, 2024, the City Council discussed options to align the Appointment Policy with Government Code Section 40605; and

WHEREAS, after discussion, the City Council directed staff to return with a proposed amendment to the Appointment Policy that would allow the full City Council to interview candidates, in open session at a regular or special meeting; and

WHEREAS, the City Council had not reached consensus on what the next steps would be after the Council interviews had been completed and asked staff to return with two options for the City Council's further deliberation and final selection; and

WHEREAS, the City Council deliberated further at its meeting on March 19, 2024 and finalized the option set forth herein; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby amends the Appointment Policy as set forth in **Exhibit A**, such that the full City Council shall interview candidates, in open session at a regular or special meeting, and upon completing the interviews, shall make final

recommendations of specific candidates for the Mayor to consider as proposed appointees; and
be it

FURTHER RESOLVED: That the amended Appointment Policy shall become effective immediately upon adoption of this Resolution; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to proceed with the process to fill vacancies as set forth in the newly amended Appointment Policy.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 19th day of March 2024 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

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

AMENDING THE COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES TO ALLOW THE FULL CITY COUNCIL TO INTERVIEW CANDIDATES AND CREATE AN APPOINTMENT LIST FROM WHICH THE MAYOR MAY SELECT PROPOSED APPOINTEES, SUBJECT TO FINAL APPROVAL OF THE CITY COUNCIL

WHEREAS, the *Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies* (Appointment Policy) sets forth the process by which vacancies on City committees, subcommittees, and commissions are filled; and

WHEREAS, the most recent version of the Appointment Policy was adopted on December 21, 2021, by the City Council through Resolution 2021-200; and

WHEREAS, under Government Code Section 40605, the elected mayor of a general law city solely has the authority to appoint, subject to council approval, to council committees, subcommittees, and commissions, as well as any regional bodies to which the council sends a delegate; and

WHEREAS, the selection process contained in the Council's Appointment Policy does not fully comply with Government Code Section 40605 as it states that the City Council appoints to a sub-committee to interview candidates and appoints, based on the recommendations of the sub-committee, and no explicit authority of the Mayor to propose appointments is noted; and

WHEREAS, on March 5, 2024, the City Council discussed options to align the Appointment Policy with Government Code Section 40605; and

WHEREAS, after discussion, the City Council directed staff to return with a proposed amendment to the Appointment Policy that would allow the full City Council to interview candidates, in open session at a regular or special meeting; and

WHEREAS, the City Council had not reached consensus on what the next steps would be after the Council interviews had been completed and asked staff to return with two options for the City Council's further deliberation and final selection; and

WHEREAS, the City Council deliberated further at its meeting on March 19, 2024 and finalized the option set forth herein; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby amends the Appointment Policy as set forth in **Exhibit A**, such that the full City Council shall interview candidates, in open session at a regular or special meeting, and upon completing the interviews, shall create an appointment list from which the Mayor may select proposed appointees; and be it

FURTHER RESOLVED: That the amended Appointment Policy shall become effective immediately upon adoption of this Resolution; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to proceed with the process to fill vacancies as set forth in the newly amended Appointment Policy.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 19th day of March 2024 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