



TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, December 17, 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:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 2550 043 3391** and **Event Password: TracyCC**
 - ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
 - **Join by phone by dialing +1-408-418-9388, enter 25500433391#8722922# Press *3 to raise the hand icon to speak on an item.**
- *Protocols for commenting via WebEx:*
 - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
 - 1) *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.*
 - 2) *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
 - *Comments for the "Consent Calendar" "Items from the Agenda/Public Comment" or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*
 - *Comments received on Webex outside of the comment periods outlined above will not be included in the record.*

Date Posted: December 12, 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: December 12, 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. Proclamation – National Slavery and Human Trafficking Prevention Month
2. Proclamation – Focusing on Children Under Stress (FOCUS)

ORDER OF BUSINESS

1. CONSENT CALENDAR

- 1.A. Approval of December 3, 2024, Special Meeting and Regular Meeting Minutes.
- 1.B. Staff recommends that the City Council adopt a Resolution 1) authorizing the execution of a Purchase Agreement with Municipal Maintenance Equipment, Inc. for the purchase of a Vac-Con VX312Ihe/100 Hydro-Excavation Truck utilizing the Sourcewell Cooperative Program in the amount of \$689,097; and 2) declaring the existing Vac-Con as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310.
- 1.C. Staff recommends that City Council adopt a resolution approving and authorizing the execution of a Lease Agreement with SAS Farms, LLC, a California Limited Liability Corporation, with a term of ten years and initial annual rent beginning on January 1, 2025, in the amount of \$115,200, adjusted at a three percent (3%) increase annually beginning on January 1, 2026.
- 1.D. Staff recommends that the City Council adopt a resolution approving the execution of a Freeway Maintenance Agreement with the California Department of Transportation for the Interstate 580/Lammers Road Undercrossing Project.
- 1.E. Staff recommends that the City Council adopt a resolution delegating to the City Manager, for the International Parkway Bridge Replacement and Expansion Project, Capital Improvement Project 73148, the authority to pay fees and execute related agreements for design engineering and relocation costs for various utility relocations, including an Actual Cost Contract with Pacific Gas and Electric, up to a total not to exceed amount of \$500,000.
- 1.F. Staff recommends that the City Council adopt a resolution (1) accepting public improvements for Grant Line Apartments as complete in accordance with the Offsite Improvement Agreement and assume responsibility for their future maintenance and repair, (2) authorizing the City Engineer to release improvement security in accordance with the Offsite Improvement Agreement, (3) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, (4) authorizing the City Clerk to accept a Public Utility Easement along the frontage of Grant Line Road, contingent upon Developer removing existing encumbrances and providing evidence of clean title, and (5) authorizing City Clerk to sign a quitclaim deed releasing City interest in a storm drainage easement across the Developer's property, as recorded in Book 2, page 360, Official Records, across Developer's property.

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

- 3.A. Adopt a Resolution reciting the facts of the General Municipal Election held in the City of Tracy on November 5, 2024, and declaring the results of the Election and such other matters as provided by law.
- 3.B. Presentations to Outgoing Council Members
- Democratic Party presentation to outgoing Mayor
 - Tracy African American Association presentation to outgoing Mayor
 - San Joaquin Regional Rail Commission to outgoing Mayor
- 3.C. Administer Oath of Office and seating of new Council Members
- 3.D. City Council appoint the third highest vote-getter in the last most recent General Municipal Election, Mateo Bedolla, to fill a vacancy on the City Council occurring during the vacant position's term, based on the results of the General Municipal Election creating the vacancy, and administer Oath of Office.
- 3.E. The City Council, by Motion, appoint a Council Member as the Mayor Pro Tempore of the Tracy City Council for a two-year term ending in December 2026.

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

December 3, 2024, 5:30 p.m.

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

1. Mayor Young called the meeting to order at 5:38 p.m.
2. There were no actions taken pursuant to AB 2449.
3. Roll call found Council Members Arriola, Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young present. Council Member Arriola announced he would be declaring a conflict as to item 5.A.
4. Items from the audience – There was no public comment.
5. DISCUSSION ITEMS
 - 5.A. By motion, (1) Establish interview protocols to fill one vacancy on the City of Tracy Transportation Advisory Commission; (2) Conduct interviews of four applicants for one vacancy; and (3) Upon conclusion of the interviews, appoint an applicant to fill one vacancy and establish an eligibility list, if appropriate.

Council Member Arriola recused himself from item 5.A. in accordance with the Levine Act and will return for the 7:00 p.m. meeting.

Adrienne Richardson, City Clerk provided the staff report.

Alice English stated the background and history says the vacancy occurred due to a commissioner missing four regular meetings and asked why that commissioner was allowed to reapply.

City Council discussed and determined the interview questions, amount of time allocated for each applicant to respond to questions, order in which applicants will be interviewed, process and length of time for follow-up questions, and the length of time for Council discussion.

ACTION: Motion was made by Council Member Bedolla and seconded by Council Member Evans to establish interview protocols to fill one vacancy on the City of Tracy Transportation Advisory Commission. Roll call found Council Members Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young in favor; passed and so ordered. Council Member Arriola absent.

Council questions and comments continued, interviews of three applicants were conducted as the fourth applicant (Shreya Chokshi) did not attend the meeting, and Council Members provided the Mayor with their recommendations for appointment to the Transportation Advisory Commission.

Mayor Young announced the following selection: Ari Sarmento to serve the remainder of the vacated term that will begin upon appointment and end on April 30, 2026, and Raj Dhillon as alternate.

ACTION: Motion was made by Mayor Young and seconded by Council Member Bedolla to appoint Ari Sarmento to serve the remainder of the vacated term that will begin upon appointment and end on April 30, 2026, and Raj Dhillon as alternate. Roll call found Council Members Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young in favor; passed and so ordered. Council Member Arriola absent.

6. Council items and comments - There were no Council comments.

7. Adjournment Time: 6:56 p.m.

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

The above agenda was posted at the Tracy City Hall on November 27, 2024. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

December 3, 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 7:08 p.m.

There were no actions taken pursuant to AB 2449.

Roll Call and Declaration of Conflicts – Council Members Arriola, Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young present. City Council had no declaration of conflicts.

Mayor Young led the Pledge of Allegiance.

Pastor Kal Waetzig, Saint Paul's Lutheran Church offered the invocation.

Midori Lichtwardt, City Manager presented Employee of the Month Award for December to Arielle Vanoy, Human Resources Department.

Mayor Young presented Certificates of Appointment to Youth Advisory Commissioners: Mariana Gonzales, Diego Cervantes, Amanpreet Kaur, Alessandra Hakimi, Angela Mayte Arriola Yanhgali, Sanya Nath, Heather Freligh, Srivardham Tirumanadham, Archit Bhattacharyya, Simran Kaur, and Nishanth Birru, and adult commissioners Olinga Alexander and Jose Chavez.

Mayor Young presented Certificates of Recognition from the City of Tracy and from Representative Josh Harder to D.A.R.E. students that earned 1,000 or more community service points: Emilia Trojanowski, Meha Rajaa, Grace Hoang, Brayvin Buttar, Anaya Jacob, Mariah Montes-Perez, Camila Franco and Chethan Sai Nalluri.

1. CONSENT CALENDAR – Motion was made by Council Member Arriola and seconded by Council Member Bedolla to adopt the Consent Calendar with amendments to item 1.A as stated by City Attorney, Bijal Patel. Roll call found all in favor; passed and so ordered.

1.A. Approval of November 19, 2024, Closed Session and Regular Meeting Minutes. – **Minutes were adopted with noted amendments.**

Bijal Patel, City Attorney stated the Closed Session minutes need to be clarified to correctly reflect the actual final action taken by the Council. The amendment can be made on the floor. It is under item 7 on the final action and where it says receive a settlement reflective of 12-months severance pay which would be salary earned, it should be salary earned and accrued benefits between January 2025 and December 2025. There should also be a bullet added to say there will be a mutual release of claims. Those are the two administrative clarifications that need to be made to correct the final action. This item can be adopted with those noted amendments.

- 1.B. Staff recommends that the City Council adopt a resolution approving execution of a Senate Bill 125 Fund Transfer Agreement (C-24-020) between San Joaquin Council of Governments and City of Tracy in the amount of \$3,853,856. – **Resolution 2024-207** approved execution of a Senate Bill 125 Fund Transfer Agreement.

- 1.C. 1) The Mayor appoint Leah Shoaito as a youth Commissioner to the Environmental Sustainability Commission (ESC), as recommended by the interview and selection panel convened per the ESC Bylaws, for the remainder of a one (1) year term ending on July 31, 2025, and 2) the City Council adopt a resolution approving the appointment. – **Resolution 2024-208** appointed Leah Shoaito to the Environmental Sustainability Commission.

Mayor Young acknowledged the appointment of Leah Shoaito to the Environmental Sustainability Commission.

- 1.D. Staff recommends that the City Council adopt a resolution: (1) authorizing a construction contingency of \$1,500,000 for the contract awarded to O.C. Jones & Sons, Inc., pursuant to Resolution 2024-085, and (2) authorizing the City Manager to approve change orders up to the contingency amount, if needed. – **Resolution 2024-209** authorized the construction contingency for the contract awarded to O.C. Jones & Sons, Inc.
- 1.E. Staff recommends that the City Council adopt a resolution approving an On-Call Professional Services List, for five years, of qualified consultants to provide Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services. – **Resolution 2024-210** approved an On-Call Professional Services List for Transportation Grant Writing, Grant Preparation and Grant Management.
- 1.F. Staff recommends that the City Council adopt the following, each by separate resolution: (A) approving an On-Call List, for five years, of qualified consultants for Traffic Engineering Services; and (B) approving (1) the execution of six separate Master Professional Services Agreements, each with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000, with each of the listed qualified consultants: Advanced Mobility Group, DKS Associates, Fehr & Peers, Interwest Consulting Group, TJKM, and W-Trans; and (2) an administrative extension for up to two years based on satisfactory performance for each Master Professional Services Agreement, if needed. – **Resolution 2024-211** approved the On-Call List of qualified consultants for Traffic Engineering Services. **Resolution 2024-212** approved the Master Services Agreement with Advanced Mobility Group. **Resolution 2024-213** approved the Master Services Agreement with DKS Associates. **Resolution 2024-214** approved the Master Services Agreement with Fehr & Peers. **Resolution 2024-215** approved the Master Services Agreement with Interwest Consulting Group. **Resolution 2024-216** approved the Master Services Agreement with TJKM. **Resolution 2024-217** approved the Master Services Agreement with W-Trans.
- 1.G. Staff recommends that the City Council adopt two separate Resolutions: 1) Authorizing execution of Amendment No.1 to the General Services Agreement to be effective retroactively from July 1, 2024 with Alpha Analytical Laboratories, Inc. for laboratory analysis and testing services for the Utilities Division Laboratory and for an annual not-to-exceed amount of \$100,000 2) Authorizing Amendment No.1 to the General Services Agreement to be effective retroactively from July 1, 2024 with Eurofins Eaton Analytical, LLC. laboratory analysis and testing services for the Utilities Division Laboratory and for an annual not-to-exceed amount of \$75,000. – **Resolution 2024-218** authorized Amendment No. 1 to the General Services Agreement with Alpha Analytical Laboratories, Inc.

Resolution 2024-219 authorized Amendment No. 1 to the General Services Agreement with Eurofins Eaton Analytical, LLC.

- 1.H. Staff recommends that the City Council adopt a Resolution approving the amended Compensation & Benefit Plans for both Department Heads and the Confidential Employees Unit, reflecting the establishment and transition to a Retiree Health Savings Account for eligible employees and other classification changes. – **Resolution 2024-220** approved the amended Compensation & Benefit Plans for both Department Heads and Confidential Employees Unit.
- 1.I. Staff recommends that the City Council adopt the following resolutions: (1) (A) Awarding a Construction Contract to ARB, Inc., of Lake Forest, California, in the amount of \$5,699,094 for construction of the Lammers 20-Inch Water Main Project, Capital Improvement Project 75160 (Project); (B) Authorizing the City Manager to approve change orders up to the contingency amount of \$569,909; and (C) Authorizing a Project Not-to-Exceed Construction Budget of \$7,226,500; and (2) (A) Approving the execution of a Professional Services Agreement with West Yost Associates, Inc. for Construction Management Services for the Project, for a total not-to-exceed amount of \$522,542 for a term of one year; and (B) Authorizing the City Manager to approve an administrative extension of one year, if needed.. – **Resolution 2024-221** awarded a construction contract to ARB, Inc. for the Lammers 20-Inch Water Main Project, CIP 75160, approved a contingency amount City Manager to approve construction change orders, and authorized a project not-to-exceed construction budget. **Resolution 2024-222** – approved a Professional Services Agreement with West Yost Associates, Inc. for construction management services.
- 1.J. Staff recommends that the City Council adopt a resolution 1. Approving the execution of a Professional Services Agreement with Pestmaster Services, L.P. for pest control services at City facilities for an initial term of two years, with compensation not to exceed \$35,977.00 annually; and 2. Authorizing five additional one-year administrative extensions contingent upon budget availability and satisfactory performance. – **Resolution 2024-223** approved a Professional Services Agreement with Pestmaster Services, L.P.
- 1.K. Staff recommends that the City Council adopt a Resolution approving an On-Call List of legal professionals, for a term of three years with the option to extend for two additional three-year terms, to provide general advisory legal services, special counsel services, Assistant City Attorney services, litigation services and other matters as determined by the City Attorney. – **Resolution 2024-224** approved the On-Call List of legal professionals to provide general advisory legal services, special counsel services, Assistant City Attorney services, litigation services and other matters as determined by the City Attorney.
2. ITEMS FROM THE AUDIENCE – Maurice Francis requested Council's approval for Tracy taxpayers to be able to be involved in financial discussions and expense budget for Fiscal Year 2025 to see how Tracy's monies are being allocated and funded before going to Council for adoption.

Karin Schnaider, Assistant City Manager provided the opportunities members of the public are given to participate in the budget discussion including Finance Committee meetings and workshops along with Council meetings prior to Council adoption of the budget.

Robert Tanner shared his concerns regarding political graffiti and campaign signs still throughout the City. Mr. Tanner also stated this has to be the worst City Council – point fingers at each other. Hopefully will change with new Council. Shared concerns about 84% and 86% increase in Council salary. Hope new City Council will reverse that and do something else. Not giving it to employees, why give it to yourself.

Midori Lichtwardt, City Manager stated she will have Code Enforcement follow up on the political signage issue.

Dan Randall thanked Mayor Young for doing a lot for the community, created development, growth and businesses that are thankful. Ran up against a wall due to three Council Members and City Attorney. People go to other cities to do their job. Voters have spoken and have a new leader coming in. City Attorney resigned so hopefully lawsuits are going to stop. Looking for cooperation, strong leadership and businesses looking for new customers and spoke about creating jobs and encouraged reading the strategic plan.

3. REGULAR AGENDA

- 3.A Staff recommends that the City Council conduct a public hearing, and upon conclusion, adopt a resolution approving the Community Development Block Grant and HOME Investment Partnership Program local funding priorities in the scoring of Community Development Block Grant and HOME Investment Partnership Program grant applications and funding allocation recommendations for fiscal years 2025-26 through 2030-31.

Mayor Young opened the public hearing.

Forrest Ebbs, Community and Economic Development Director provided the staff report and presentation.

Council questions and comments followed.

Mayor Young closed the public hearing.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Arriola to adopt **Resolution 2024-225** approving the Community Development Block Grant and Home Investment Partnership Program Local Funding Priorities in the scoring of Community Development Block Grant and Home Investment Partnership Program Grant Applications and Funding Allocation recommendations for Fiscal Years 2025-26 through 2030-31. Roll call found all in favor; passed and so ordered.

- 3.B Adopting a Resolution 1) Amending the At-Will Employment Agreement between Midori Lichtwardt and the City of Tracy, effective December 3, 2024, to reflect a merit increase of 5% for a bi-weekly increase from \$11,805.56 to \$12,395.84; 2) Amending the Master Salary Schedule to reflect the salary increase for the City Manager, effective December 3, 2024; and 3) Amending the Master Salary Schedule, to reflect the salary increase for the Mayor, City Council and Treasurer approved by Ordinance 1351, effective January 1, 2025.

Mayor Young provided the staff report.

There was no public comment.

Council questions and comments followed.

ACTION: Motion was made by Council Member Bedolla and seconded by Council Member Arriola to adopt **Resolution 2024-226** 1) Amending the At-Will Employment Agreement between Midori Lichtwardt and the City of Tracy, effective December 3, 2024, to reflect a merit increase of 5% for a bi-weekly increase from \$11,805.56 to \$12,395.84; 2) Amending the Master Salary Schedule to reflect the salary increase for the City Manager, effective December 3, 2024; and 3) Amending the Master Salary Schedule, to reflect the salary increase for the Mayor, City Council and Treasurer approved by Ordinance 1351, effective January 1, 2025. Roll call found all in favor; passed and so ordered. Mayor Pro Tem Davis and Council Member Evans did not support item 3 on the resolution.

4. ITEMS FROM THE AUDIENCE – None

5. STAFF ITEMS – Midori Lichtwardt, City Manager thanked Council for going through a thoughtful and deliberate evaluation process of her and appreciated the feedback given and the opportunity to continue to serve as City Manager and look forward to getting great things accomplished along with Council. Ms. Lichtwardt announced the following:

- Free rides on 16 of our Tracer Fixed Routes in December. For more information go to ridetracer.com.
- Parks and Rec Winter/Spring Activity Guide is out. For more information go to Tracyartsandrec.com.
- Grand Theatre has Christmas programming and movies this month. Check out attheGrand.org.
- Trash and recycling will not be picked up on Christmas Day and New Years Day. Scheduling will be the following day.
- December 7, 2024, there will be various streets closed from 3:00 p.m. until 10:00 p.m. downtown for Tracy City Center Association Holiday light parade and tree lighting.

6. COUNCIL ITEMS – Council Member Bedolla stated on December 6, 2024, Tracy High Latinos Unidos and dance troop are going to be holding a Posada across from the gym at D2-10. Public is invited. The posada theme is Navidad en el Barrio and will go towards Hispanic scholarship fundraiser. Will be offering pozole, tamales and pan dulce.

Council Member Bedolla stated he hoped as we move forward into next Council, people who may not always speak up can sift through further intent to obscure the public's business to suit a narrative. Hopes Council continues to work together aside from what a narrative constructed to fit a certain agenda. Hopefully when people come to Council to give kudos it is not done in a back handed way. That is not the most respectful thing.

Council Member Arriola stated he will be heading to Washington D.C tomorrow, is speaking on Friday at the Victory Fund Conference on equity based initiatives in municipalities, and will returning back for the holiday parade and look forward to seeing the community there as well.

Council Member Evans stated he will be out of town next week and hopes everyone will enjoy the parade. Looking forward to welcoming Council Member elect Nygard and Abercrombie and Council Member re-elect Bedolla and Mayor elect Dan Arriola at the next Council Meeting.

Mayor Young announced the various events and meetings she has attended in November. Looking forward to December 17 with mixed emotions. Excited to turn over to successor Mayor elect Dan Arriola. He will do a fabulous job for the City of Tracy. Will be going out of town this weekend for the San Joaquin Regional Rail Commission to help negotiate insurance and other things around the rail. Will leave for London on Saturday morning and will be back next Friday.

7. ADJOURNMENT: Time: 8:29 p.m.

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

The above agenda was posted at the Tracy City Hall on November 27, 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 the City Council adopt a Resolution 1) authorizing the execution of a Purchase Agreement with Municipal Maintenance Equipment, Inc. for the purchase of a Vac-Con VX312Ihe/100 Hydro-Excavation Truck utilizing the Sourcewell Cooperative Program in the amount of \$689,097; and 2) declaring the existing Vac-Con as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310

EXECUTIVE SUMMARY

This agenda item seeks adoption of a Resolution by the City Council authorizing the execution of a Purchase Agreement (Agreement) with Municipal Maintenance Equipment, Inc. (MME) for the purchase of a Vac-Con VX312Ihe/100 Hydro-Excavation Truck which has been procured through the Sourcewell Cooperative Program (Sourcewell). The terms of this Agreement will supplement the terms set forth by Contract RFP #101221 (Contract) between Sourcewell and MME. The City of Tracy (City) is an established customer with Sourcewell and is authorized to make purchases using the Sourcewell Cooperative Purchasing Program, per Tracy Municipal Code (TMC), Section 2.20.220.

A current need exists to acquire a new Hydro-Excavation unit for the Utilities Division due to the continued breakdowns and repairs of the existing asset, which are becoming increasingly costly. The cumulative lifetime repair costs, as well as the ongoing expenses for current repairs, have surpassed the asset's initial value. Additionally, the rising frequency and expense of these repairs further underscore the need for replacement, as maintaining the current unit is no longer economically feasible.

This Hydro-Excavator is vital in the safe and efficient operation for the Utilities Division. This equipment is identified for replacement in FY24/25 under the City's equipment replacement program. Staff is requesting to purchase the equipment in the amount of \$689,097 using the Fleet Replacement Fund.

BACKGROUND

The Operations Division of the Public Works Department is tasked with managing, maintaining, and replacing most of the City's vehicle and equipment fleet. As a part of that assignment, the Operations Division must maintain a vehicle and equipment replacement program to ensure future funding for replacement of purchased equipment and vehicles that reach their useful life or must be replaced due to irreparable condition. The Utilities Division has an existing need to replace a 14-year-old asset under this program due to the equipment reaching the end of its useful life. The age of the asset had resulted in increasing difficulty in sourcing parts for repairs, which leads to extended downtime. The scarcity of replacement parts not only delays necessary repairs but also drives up both the cost of parts and labor, making it more costly and inefficient to maintain the current asset.

The Hydro-Excavator is needed to ensure that the Water Department can continue to provide services to the Tracy community. This equipment provides the ability for the safest way to dig around and expose existing utility lines, such as sewer, electrical, and gas lines, minimizing the

risk of damage and ensuring the safety of the crew and infrastructure. Without this asset, Utilities Division staff will be compelled to seek out rental options, risking potential service disruptions.

ANALYSIS

On April 17, 2024, City staff requested bids from Sourcewell. Sourcewell serves government and education organizations with a cooperative purchasing program that manages a competitive solicitation process offering its members an established network of awarded contracts that meet local requirements. The City of Tracy is an established customer with Sourcewell (customer number 18531) and is authorized to make purchases using Sourcewell cooperative purchasing agreements, per Tracy Municipal Code section 2.20.220.

Sourcewell contracts purchasing solutions that are competitively solicited nationally, offering awarded contracts to companies like Municipal Maintenance Equipment (MME) is a Sourcewell awarded contract company and qualified vendor of the equipment the City needs to replace its Vac-Con. This streamlined process ensures efficiency while still obtaining the best value for its purchases. Municipal Maintenance Equipment (MME) is a Sourcewell awarded contract company and the City is proposing the purchase of the equipment from this vendor.

The City will contract directly with MME “piggybacking” on the Sourcewell cooperative agreement, through a purchase order that will incorporate the Sourcewell cooperative agreement terms and conditions. As there are no customized design standards or other requirements needed here, staff recommends proceeding with this contracting approach.

The disposal of surplus equipment and commodities or other property no longer needed by any department of the City is governed by Section 2.20.310 of the Tracy Municipal Code (TMC) which identifies the method of disposition of surplus property. Per the TMC, surplus items are sold at public auction to the highest bidder. If approved, the existing failing Vac-Con will be sold at public auction to the highest bidder. Funds recovered from auction are typically returned to the department to offset replacement costs. This ensures that any losses incurred are mitigated, allowing the department to maintain financial stability and continue its operations effectively. Items which are not sold at public auction will be reviewed for value, and if appropriate, sold for scrap value.

The City utilizes the Faster Web Fleet Asset Management program to efficiently manage and evaluate the repair costs associated with its extensive array of equipment. This innovative system meticulously analyzes various factors including the equipment's life expectancy, hours of use, and current condition. By examining these key metrics, the program provides invaluable insights into potential repair costs and even forecasts the equipment's end-of-life expectancy. This strategic approach allows staff to make informed decisions regarding maintenance, replacement, and budget allocation, ensuring optimal functionality and longevity of the City's equipment fleet. This background underscores the purpose behind the City's adoption of the Faster Web Fleet Asset Management Program, aimed at strategically managing and evaluating the repair costs associated with the City's extensive array of equipment. After careful consideration, it has become evident that the Vac-Con has experienced ongoing breakdowns, which have incurred repair costs that exceed the actual value of the unit.

Below is a list of equipment that will be purchased.

Description	Vendor	Cost	Public Bidding
2024 Hydro-Excavator VX312LHE/1100	Municipal Maintenance	\$689,097	Sourcwell (NJPA) 060920-NVS

Below is a list of the equipment that will be removed and surplus.

Retiring	Equipment	Repair Cost	Equipment
2330 Vac-Con	2010 22,243 miles 5311 hours	Total repair cost \$403,241 life to date	Vac-Con has on-going breakdowns. Diesel engine out of State Compliance

FISCAL IMPACT

The funding for the purchase of the Vac-Con VX312lhe/100 Hydro-Excavation Truck in the amount of \$689,097 is available in the Fleet Replacement Fund (FD 605).

STRATEGIC PLAN

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

CEQA REVIEW

The item is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15311 that pertains to construction, or replacement of minor structures accessory to existing commercial, industrial, or institutional facilities, including on-premises signs.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution 1) authorizing the execution of a Purchase Agreement with Municipal Maintenance Equipment, Inc. for the purchase of a Vac-Con VX312lhe/100 Hydro-Excavation Truck utilizing Sourcwell Cooperative Program in the amount of \$689,097; and 2) declaring the existing Vac-Con as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310.

Prepared by: Adrian Taylor, Fleet Supervisor

Reviewed by: Jim Thompson, Operations Superintendent
David Murphy, Assistant Director of Operations
Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager
Kamalpreet Gill, Deputy City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

- A – Sourcewell Contract 101221-VAC
- B – Municipal Maintenance Equipment (MME) Quote
- C – Purchase Agreement

**Solicitation Number: RFP #101221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vac-Con, Inc., 969 Hall Park Road, Green Cove Springs, FL 32043 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

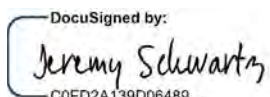
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

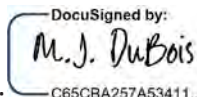
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

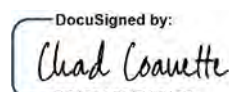
Sourcwell

Vac-Con, Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:51 PM CST

DocuSigned by:

C65CBA257A53411...
By: _____
M.J. DuBois, President, DuCo, LLC
Title: Authorized Contract Administrator
Date: 11/24/2021 | 5:31 AM PST

Approved:

DocuSigned by:

7E42B8F817A84CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 11/24/2021 | 6:46 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	DuCo, LLC
Address:	1079 Tamiami Trl N #350 Nokomis, Florida 34275
Contact:	MJ DUBOIS
Email:	mjdubois@ducollc.com
Phone:	410-924-1004
Fax:	410-924-1004
HST#:	81-1963530

Submission Details

Created On:	Thursday August 26, 2021 08:52:11
Submitted On:	Friday October 01, 2021 11:10:04
Submitted By:	MJ DUBOIS
Email:	mjdubois@ducollc.com
Transaction #:	0b410897-713e-434f-9209-2bd4698d22a6
Submitter's IP Address:	24.145.112.96

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vac-Con, Inc. EIN: 36-3846929	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vector Technologies LTD	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Proposer Physical Address:	969 Hall Park Road Green Cove Springs, FL 32043	*
5	Proposer website address (or addresses):	www.vac-con.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, Authorized Contract Administrator - See attached Authorization Letter DuCo, LLC 1079 Tamiami Trl #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducolc.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC 1079 Tamiami Trl #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducolc.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bryce Reiger, National Sales Manager Vac-Con, Inc. 969 Hall Park Road Green Cove Springs, FL 32043 904-610-6492 brycer@vac-con.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Since 1986, Vac-Con®, Inc. has manufactured more than 9,000 custom-built, truck-mounted machines to serve public and private environmental markets globally. Located in Green Cove Springs, Florida, it is one of the largest producers of specialized vacuum solutions including sewer cleaning , hydro-excavation, and industrial vacuum equipment in North America.</p> <p>Vac-Con's goal, from day one, has been to design and actualize the most powerful and reliable machines in the industry, in turn allowing them to push the envelope year after year with unrivaled innovation. Vac-Con sells multiple product lines, including combination machines, jetting units, and hydro-excavators for a vast array of diverse applications.</p> <p>In 2012, Vac-Con, Inc. acquired Vector Technologies, LTD. Vector Technologies Ltd, located in Milwaukee Wisconsin, is a leading world designer and manufacturer of powerful trailer mounted hydro vacuum excavators, combination vacuum & sewer jetters, and sewer jetting units. For over forty years, Vector designs have set world standards for reliability and performance in a variety of industrial and specialized markets. Vector has provided solutions to organizations of all sizes for an endless number of diverse applications.</p> <p>The purchase of Vector allowed Vac-Con to offer a complete line of innovative, world leading designed sewer, hydro-excavation and vacuum products both truck and trailer mounted.</p> <p>Vac-Con believes in empowering the customer; their mission is to support, design, and manufacture innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal, industrial, and utility markets worldwide.</p> <p>In keeping with their customer-centric philosophy, Vac-Con®, Inc. delivers more than just a product; they provide unparalleled product support with their customer service, online training modules, and extensive network of authorized dealers.</p> <p>Vac-Con®, Inc. employs over 300 people at their Florida location, and 45 employees at their Milwaukee WI location and is 100% employee-owned, enabling a more focused work environment, on-site feedback, and around the clock innovation and testing.</p> <p>Vac-Con's Florida location is situated on 17 acres, it boasts a 160,000 square-foot, newly expanded facility where they manufacture over 30,000 unique parts that they use on our machines. This state-of-the-art facility is a result of Vac-Con® eagerness for continuous improvement and an employee-owner culture centered on advancement through involvement.</p> <p>Mission Statement "Our mission is to support, design, and manufacture innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal, industrial, and utility markets worldwide."</p> <p>Vision Statement "Our vision is to be the premier manufacturer of combination sewer cleaning, hydro-excavation, industrial vacuum, and high-pressure water jetting equipment. We are committed to providing innovative, high-quality products with unrivaled reliability, customer service, and support to dealers and end-users. Sustainable growth and employee-ownership value will be achieved by championing career-building talent and customer-centric initiatives. We will continue to make a positive impact in our local communities and on the environment."</p>	*
10	What are your company's expectations in the event of an award?	As a current Sourcewell contract holder, Vac-Con hopes to continue to build on our past success with the contract and provide exceptional sewer cleaning and hydro-excavation equipment solutions to all prospective members. Vac-Con has developed a strong following with existing Sourcewell Members and Vac-Con expects to build on that momentum adding to your membership with the increased advancement and promotion of additional electronic marketing utilizing our premier partnership with Sourcewell. A newly awarded contract will allow Vac-Con to continue to provide Members with great products at a discounted price to Vac-Con's many existing municipal customers, grow our municipal base and open new opportunities in the educational and non-profit space.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See the provided attachments, Bank of the West reference letter, D & B credit rating report and Letter of Good Standing.	*
12	What is your US market share for the solutions that you are proposing?	Vac-Con operates in product categories that are sold primarily to the municipal government market segment and to a smaller degree, the commercial market segment. Vac-Con's market share is 29% as we are considered the most innovative, most efficient and have a diverse and comprehensive line of products within our market.	*
13	What is your Canadian market share for the solutions that you are proposing?	Vac-Con's Canadian Market Share is 8%. Vac-Con has signed a new dealer in Canada - Westvac Industrial. Westvac is a leading heavy equipment dealer in western Canada. We are looking forward to the 20+ years experience Westvac has to help grow our market share in British Columbia, Alberta, Saskatchewan, Manitoba and Northwest Territories. Vac-Con has an established dealer located in Quebec who has been active in that market for over 30 years with the Vac-Con product line.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Vac-Con nor Vector has ever petitioned for bankruptcy protection.	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Vac-Con is a manufacturer of a diverse sewer, hydro-excavating, and industrial line of equipment. The complete line of equipment is sold, serviced and supported exclusively through Vac-Con's world-wide individually owned dealer network.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Florida Department of Highway Safety & Motor Vehicles - Manufacturers License MV/1000409/1 Florida Department of Highway Safety & Motor Vehicles - Dealer License VI/1007965/1 Wisconsin Motor Vehicle Dealer License MV2131
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Vac-Con nor Vector has ever received a suspension or disbarment.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	First Coast Manufacturer's Association - 2018 Manufacturer of the Year, 2019 Manufacturer of the Year, 2019 President's Award Best of Clay County - 2019 Best Manufacturing Facility in Clay County Florida, 2020 Best Manufacturing Facility in Clay County Florida, 2021 Best Manufacturing Facility in Clay County Florida National Association of Trailer Manufacturers - Vector manufactured units are NATM certified. National Truck Equipment Association - Most Valuable Partner Award for 5+ years.
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 84% of Vac-Con and Vector sales for the last 5 years have been to the government sector. These customers typically consist of municipalities, townships, counties, and states.
20	What percentage of your sales are to the education sector in the past three years	Less than 3% of Vac-Con and Vector sales for the last five years have been to the education sector. Vac-Con has increased this number due to the previous Sourcewell Contract held. Vac-Con looks to, once again, increase this percentage with the next proposed contract award.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC Contract total sales for the last three years is \$4.1 million. Ohio STS Contract total sales for the last three years is \$1.8 million. Texas Buyboard Contract total sales for the last year held is \$400K (only held this year) Florida Sheriff's Contract total sales for the last year held is \$200K (only held this year)
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Vac-Con does not hold any GSA contracts or Standing Offers and Supply Arrangements.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Lodi 1331 South Ham Lane Lodi, California	Andrew Richle Utilities Superintendent See attached Testimonial	209-269-4927 arichle@lodi.gov
Delaware DOT P.O. Box 698 Dover, DE 19903	Lawrence Hardy See attached Testimonial	302-760-2505 lawrence.hardy@delaware.gov
Village of Tarrytown 4 Division St. Tarrytown, NY 10591	Louis Martirano Superintendent Of Public Works See attached Testimonial	914-862-1819 dpw@tearrytowngov.com

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Sacramento Area Sewer District	Government	California - CA	Sewer Utility Equipment	10 units	\$3,400,000.00	*
City of San Francisco	Government	California - CA	Water & Sewer Utility Equipment	6 units	\$2,800,000.00	*
Miami-Dade County	Government	Florida - FL	Water & Sewer Utility Equipment	7 units	\$2,900,000.00	*
City of Phoenix	Government	Arizona - AZ	Sewer Utility Equipment	11 units	\$2,600,000.00	*
City of Sacramento	Government	California - CA	Sewer Equipment	9 units	\$3,860,000.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	<p>Vac-Con customers are supported by internal teams fulfilling sales, parts and service needs, and distributes through a worldwide network of exclusive dealers.</p> <p>Vac-Con's internal teams function as support systems for our dealer network providing demonstrations, training, troubleshooting and order fulfillment. All Vac-Con sales, parts and service representatives are employee-owners of Vac-Con, Inc.</p> <p>Vac-Con's dealer network functions as the outward facing sales arm of the Vac-Con business. Their dealers are contractually exclusive Vac-Con distributors and are trained in the selling, servicing and maintenance of Vac-Con equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service.</p> <p>Vac-Con's internal sales team consists of: National Sales Manager, Sales Administrator Supervisor, Sales Administrative Support, Inside Sales Manager, Chassis Sales/Logistic Specialist, Marketing Manager, Multimedia/Graphics Marketing Specialist, Internal Sales Support: South Regional Sales Manager, Northeast Regional Sales Manager, Southwest Regional Sales Manager, West Regional Sales Manager, two product demonstrators and a Recycler Product Specialist</p>	*
26	Dealer network or other distribution methods.	<p>Vac-Con's dealer network functions as the outward facing sales arm of the Vac-Con business. Their dealers are contractually exclusive Vac-Con distributors and are trained in the selling, servicing and maintenance of Vac-Con equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service.</p> <p>See attached detailed Dealer Network Map and Dealer Location Chart</p>	*
27	Service force.	<p>Vac-Con and Vector maintain teams of trained service and parts departments at the headquarters in Green Cove Springs, Florida and Milwaukee, Wisconsin. Vac-Con and Vector combined employ 6 regional sales managers, 4 product specialists/demonstrators, and 7 service office staff to provide service support to North America.</p> <p>The Vac-Con and Vector direct service team is comprised of 7 service technicians, while the parts and shipping department employs 12 representatives to fulfill parts orders to all dealers.</p> <p>Vac-Con's dealer network provides coverage to all 50 states with 35 exclusive dealerships. Each dealership has a team of service representation and office support to facilitate and process service and parts to end-users. In addition to factory-provided support, Vac-Con dealers are required to maintain service and repair facilities. Dealer parts departments are expected to maintain an inventory of parts for timely fulfillment. Depending on the territory and dealer size, dealers employ between 2 to 15 associates for each department – sales, service, and parts.</p> <p>See the attached dealer listing with the amount of direct service techs at each location.</p>	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The Member or dealer will contact a DuCo team member (Contract Administrator) for initial information, contract questions and quotations. DuCo will provide the customer/dealer with a quotation meeting the Sourcewell Contract requirements, terms, and conditions. The member will issue a Purchase Order directly to Vac-Con.</p> <p>Vac-Con will build the customer equipment, will ship the order to the local dealer for pre-delivery inspection and test. The local dealer will then deliver the unit, train the Member personnel and Vac-Con will invoice the item/s to the Member. The dealer will receive the proceeds of the sale in their respective territory. This will encourage their contract participation.</p> <p>In the case where a dealer owns a stock unit that is to be sold to the member, MJ DuBois will provide the Member a letter authorizing the dealer to receive the Purchase Order directly. This will allow accuracy in the required sales reporting when a dealer receives a PO directly.</p> <p>MJ DuBois and her DuCo team will be the single source "quarterback" for the Sourcewell Contract sales and will also report the sales to Sourcewell as required.</p>	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Any Sourcewell Member having need for customer service is encouraged to communicate directly with their local dealer. Vac-Con dealers are required to maintain an inventory of parts to quickly service customer needs. Vac-Con also requires dealers to have factory trained service staff to handle the customer's service needs. Vac-Con expects our dealer partners to address warranty, service, and parts issues immediately, ensuring a corrective response or action within 12 to 24 hours. Vac-Con service teams are available 24/7 to assist with troubleshooting and repair needs with a case closure goal of 5 days or less for those instances that require intervention from the factory.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	A critical part of the Vac-Con mission is to provide innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal markets. As a US manufacturer with the vast majority of Vac-Con sales are generated from municipal customers in the United States, Vac-Con is committed to providing products, service, and parts to this specific market segment. The exclusive dealer network will help them to facilitate the necessary steps and procedures to procure and fulfill orders and provide service and parts support in each of their designated territories.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vac-Con is committed to designing, supporting, and manufacturing innovative and reliable products for their customers across the world. With two highly capable dealerships providing coverage to the customers of Canada, as well as Vac-Con's existing presence and relationships, Vac-Con is confident in producing sales and support for this market. Two dedicated regional sales managers employed by Vac-Con provide additional support for all sales, service, and parts functions in the Canadian territories, in addition to the company support provided by the inside sales office at Vac-Con.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vac-Con does not expect difficulties in providing exceptional levels of sales and service in any geographic areas of the US or Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Vac-Con expects to fully service all entity sectors that Sourcewell Members represent.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no restrictions in sales, service and support to Hawaii, Alaska and in US Territories other than the expense and time allowance for shipping. All quotations will show the extra costs involved prior to a Member issuing a Purchase Order so there are no surprise fees after the sales.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Vac-Con will train all their internal and dealers' sales force with the assistance of the DuCo team, Contract Administrator, and make use of Sourcewell's available employees and extensive collection of vendor support materials. This will be accomplished both by group sales meetings and one-on-one virtual meetings. DuCo has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts for over 13 years with an abundance of success with many manufacturers.</p> <p>Vac-Con takes an aggressive approach to marketing Sourcewell. Vac-Con includes the Sourcewell Logos in their product brochures (see attached example) and on their website (see attached screen shot) that links to Vac-Con's Sourcewell Contract landing page.</p> <p>Vac-Con wants their customers to immediately know that they are a proud holder of this exclusive contract and that they can take advantage of this contract whether they are already a member or would like to become a member. Vac-Con will also include Sourcewell graphics banners at trade shows to further market their participation. To further ensure that Vac-Con is fully marketing the value of Sourcewell, they encourage Vac-Con salespeople and their dealer sales representatives to attend regional Sourcewell training sessions as well as utilize the assigned Vendor Support Manager to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Vac-Con has a comprehensive digital marketing strategy that engages and interacts with dealers, current customers, and potential customers.</p> <p>The goal of Vac-Con's digital marketing initiatives is to drive brand awareness and generate leads, as well as increase traffic to their website. Currently, Vac-Con markets through various social media platforms including Facebook, LinkedIn, and Instagram. Vac-Con's most comprehensive digital marketing strategy is their LinkedIn program. In addition to distributing relevant, engaging content on a consistent basis, they utilize a digital marketing agency to help them reach hundreds of decision makers at municipalities, counties, and government agencies each week. LinkedIn offers a professional setting where Vac-Con is able to directly communicate with decision-makers and promote their products in a helpful and tactful manner.</p> <p>Vac-Con utilizes a digital marketing agency to assist with a comprehensive SEO program. Their SEO program targets industry keywords to help drive traffic to their websites. Vac-Con's focus remains on their product categories and specific applications such as combination machines, hydro-vacs, sewer cleaning, and hydro-excavation. Vac-Con measures their success with the SEO program through annual website traffic increases and qualified leads generated through the website and web-based applications. Year-over-year, Vac-Con has exceeded their SEO goals and continue to evolve the program to increase our reach.</p> <p>Vac-Con actively distributes communications through an email marketing program. The Vac-Con email marketing program is managed by the internal marketing team and reaches over 2,000 dealers and customers. Communications are scheduled on a monthly basis, and consist of new product, program and company updates. Vac-Con measures the success of email marketing campaigns by open and click-through rates and qualified leads generated. Vac-Con continues to add new recipients in both dealer and end-user categories each month through various platforms including the website, social media, and in-person events.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>The Sourcewell marketing model has been an effective and impactful strategy for the Vac-Con business, and is proven by the growth of Sourcewell Contract Sales over the years.</p> <p>Vac-Con representation has made it a priority to collaborate with the Sourcewell employees that facilitate their existing contract. The priority of Vac-Con to ensure longevity and success is service-related, and the Sourcewell team understands this strategy. Vac-Con expects Sourcewell to continue with a presence at trade shows, Getting to Know You events, and Sourcewell University events. Sourcewell has stepped up to the plate in planning education and information Webinars when travel has not been available.</p> <p>Vac-Con is firmly committed to the Sourcewell contract buying concept and agree that it is the way of the future. Vac-Con has created a session at their National Dealer Meetings dedicated solely to Sourcewell sales education and training. These sessions include how to properly sell using the Sourcewell contract, question and answer periods, and testimonials from dealers who have had great success. Vac-Con has utilized the flexibility that Sourcewell contracts offer, and it has become common knowledge for most of the manufacturer' dealers to lead the buying process with this contract. Vac-Con has sent senior management representatives annually to the H2O Conference. Vac-Con has also agreed to subsidize the contract fees to make the Sourcewell contract even more attractive to their respective dealer sales forces. Vac-Con's Contract sales have grown over the years, and this is a testament of Sourcewell and Vac-Con's commitment to the same goal "to offer the best products, service and quantity discounts in support of our customers/members."</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The products represented in this response do not lend themselves to E-Procurement. All of the products are "made to order" and have an extreme amount of variables.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Vac-Con offers several training components, free of charge, to assist operators with a better understanding of their equipment for operations and maintenance. An online training portal hosted on the Vac-Con website provides a basic overview of truck models and their functions. Student comprehension is proven by quizzes at the end of each course. Once a student has successfully completed a course, Vac-Con distributes a certificate of completion. Customer service, parts, sales and marketing departments were involved in making the portal informative and thorough. This online training is complete with online videos that guide the course curriculum and user experience.</p> <p>In addition to online training, Vac-Con dealers are equipped to provide hands-on-training at the in-service of the unit and beyond. All new unit deliveries are made available with hands-on training. Additional training needs can be scheduled with the dealership.</p>

40	Describe any technological advances that your proposed products or services offer.	<p>Aeroboost with Quiet Drive – The Vac-Con Aeroboost 3-stage fan (patent pending) with Quiet Drive fan system is a one-of-a-kind upgrade hydrostatic and auxiliary drive system that operates the vacuum and water functions, lowers noise emissions, and substantially reduces overall fuel consumption without sacrificing power. The Aeroboost fan itself better balances airflow, resulting in less turbulence and more power.</p> <p>Titan – The Vac-Con Titan Combination Machine is a premium unit that boasts several impressive features and components offered only by Vac-Con. The Aeroboost Fan and Quiet Drive system enhance power by reducing airflow turbulence, noise emissions, and fuel consumption. An enhanced cyclonic separator optimizes efficiency and filtration, while the Omnibus Precision Power CANbus system enhances usability and efficiency.</p> <p>Omnibus Precision Power – The OPP system by Vac-Con is a CANbus system designed to enhance operator usability and efficiency. OPP gives the operator control over all vacuum, water, and engine functions at a centralized control panel where the operator spend the most time – at the front of the unit. This coordination of systems allows you to use as much power as is needed, saving time and fuel while delivering precise movements of the hydraulic components.</p> <p>ReelSmart Hose Control System: The ReelSmart technology brings hose reel automation to Vac-Con sewer cleaners with a computerized command controller, up to 30 jobs can be recorded and stored for future use. The pay-out footage, job locations and special instructions can be recalled and used for later use. ReelSmart handles all hose reel pay-out and roll in functions, automatically. This means less physical work for the operator and more efficiency and productivity at the job-site. The customer can record on a USB drive or maintain a daily log with its MS-Excel data dump. This new technology is available in English, Spanish and French.</p>	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Vac-Con manufacturing focuses on waste and environmental protection regulations in their day-to-day processes. Pursuant to the Department of Environmental Protection, Vac-Con is listed as a Low Quantity Waste Generator which is an ongoing key result area for the company.</p> <p>Vac-Con implements a full campus recycling program for cardboard and scrap metal. In addition, paint waste is minimized through a distillation process that allows the company to remain a Low Quantity Waste Generator.</p> <p>Vac-Con products themselves are designed to be a proponent of environmental protection and maintenance. Their machines ensure that proper sanitation and hygiene standards are met in communities across the world.</p> <p>The Titan combination machine class also boasts impressive reductions such as 44% fuel savings and 8% decrease in noise pollution as compared to other combination machines.</p> <p>The Vac-Con Recycler combination machine allows for a substantial savings in water usage, decreasing the use of freshwater by approximately 73% or more based on average unit operations.</p>	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>John Deere performance certification 1/19/2018 see attached John Deere performance certification 11/4/2016 see attached TigerFlex hose manufacturing Certification SAE J516 Standards</p>	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Most of the local dealers that will be involved in this process are SBE, MBE, WMBE or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. That actual percentage of SBE, MBE, WMBE or Veteran owned business information will be provided to the customer upon request prior to the order being placed.</p> <p>Vac-Con is also utilizing a Small Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract.</p> <p>Vac-Con is committed to hiring Veterans and Persons with disabilities in their hiring practices.</p> <p>Vac-Con has many veterans currently employed. Vac-Con partners with Veteran organizations as well as the Florida Department of Rehabilitative Services when recruiting for all positions.</p>	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>As a company, Vac-Con is 100% employee-owned through an ESOP facilitated by their parent company, Holden Industries, Inc. This unique characteristic of ownership allows for every employee to have a significant impact on daily operations, product development, and company value. Vac-Con employee/owners are driven to provide the best solutions in the industry as their reputation and ownership relies on it, unlike competitors that are publicly traded or privately owned.</p> <p>Aeroboost – The Aeroboost 3-Stage Fan (patent pending) and Quiet Drive system is the most unique and impressive fan system on the market. Vac-Con has always been a champion of fan systems and is renowned in the industry for their ability to design and manufacture the most powerful and effective fans available. The Aeroboost is their most engineered fan that boasts 44% fuel savings, 43% decrease in vacuum system operating RPM, 25% increase in airflow, 16-30% more horsepower, 8% decrease in noise pollution, and 5% increase in overall vacuum pressure.</p> <p>Titan – the Titan combination machine is the new standard in combination units and boasts impressive, Vac-Con exclusive components such as the Aeroboost fan and quiet drive system, upgraded filtration, and the Omnibus Precision Power control system.</p> <p>Comprehensive Portfolio – A unique feature that sets Vac-Con apart is that they offer a comprehensive portfolio in combination, hydro-excavation, and jetting machines. Their units are available as skid, trailer, and truck-mounted configurations with various optional components to build these systems out to fit any customer application. Vac-Con is considered to be a custom-manufacturer, allowing each unit to be configured to meet the customer's needs best.</p> <p>Dual Engine – Vac-Con is the only manufacturer to offer a dual engine combination machine. The dual engine machine makes cleaning sewers a simplified process, while offering reliability and safety. The 2-engine design provides independent control of the vacuum and water systems. This efficient design allows the chassis engine to drive the 3-stage fan or positive displacement blower vacuum system, saving fuel and general wear and tear in the long run.</p>	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	<p>Each new Vac-Con unit is backed by a factory warranty for defects and workmanship for one year. Longer factory warranty periods are in place for fans, auxiliary engine water pump drive components, debris tank, and water tanks.</p> <p>These warranties cover all products, parts and labor for maternal defect and workmanship.</p> <p>Extended multiple year warranties are available to purchase at a "pass through" price for these OEM components when the original purchase of the machine is made.</p>	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions imposed by Vac-Con. The warranties are based on time from acceptance by the customer and not hours of use of components.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The warranty coverage will be reviewed on a case by case basis with the customer's local dealer. Travel time and mileage may be considered to be covered under warranty under extreme circumstances. Typically the customer would take their unit in to the local dealer to perform warranty repairs.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>There are no geographic locations that can not be served. The exclusive Vac-Con dealerships and vendor facilities will assist with maintenance and service required of all Vac-Con units within their sales territories.</p> <p>Vac-Con is capable of providing technical support and parts to customers directly if their dealer is beyond their "reach". This type of warranty support must be factory authorized prior to work on the unit. The customer would simply call a Vac-Con Warranty Specialist, communicate the issue of concern and receive a written Statement of Warranty Work, return any defective parts required to be returned and can be issued a labor credit at the current dealer warranty labor rate that they may use to purchase replacement parts in the future.</p>	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Purchased components will be covered by the warranty applicable by the Original Equipment Manufacturer of that component. Vac-Con will assist with coordinating with these entities to service a unit, but the following items would be eligible for their own OEM warranty: Auxiliary engines, water pumps, positive displacement blowers, chassis components and engines.</p> <p>Vac-Con's OEM partners have dealer representatives throughout the United States and Canada. Examples of these OEM's are: John Deere, Kubota, Freightliner etc.</p>	*
50	What are your proposed exchange and return programs and policies?	Because each unit is built to order, there is no set exchange or return policy.	*
51	Describe any service contract options for the items included in your proposal.	<p>Customers that outsource their warranty, service or repair work on their equipment may contact the local servicing dealer. Each dealer is independently owned and employs dedicated parts and service personnel. Vac-Con's dealers have been specifically chosen to represent their products based on their sustained financial stability, ability to provide superior product support both before and after the sale. It is important to Vac-Con that all of their dealers have developed a strong trust and commitment with their local customers. All Vac-Con dealers have their own in-house maintenance facilities along with road-side mobile service repair. Each local dealer will have the capability to provide service contracts and do so regularly. These service contracts are dictated by case by case customer relationships. Vac-Con does not offer service contract options directly to their end users.</p> <p>Vac-Con offers extended warranties and offers pass-through extended warranties on chassis.</p>	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	<p>Vac-Con guarantees all product warranties ensuring component workmanship and durability. These warranties can be found in the warranties section of the units manual.</p> <p>All Vac-Con units undergo a thorough factory inspection, and unit burn-in prior to delivery to the dealer and end-user. This process ensures accurate operations of each component and system as specified by the order build sheet. All Vac-Con units are built with the best products available including outsourced components that are sourced through a selective purchasing process by expert purchasing, engineering, and production teams. Each Vac-Con unit is guaranteed to meet customer specified requirements regarding vacuum capabilities, water systems, capacity, weight, and dimensions.</p> <p>Vac-Con provides 24-hour technical service support through their factory service team. All Vac-Con units are guaranteed support by both local Vac-Con representation and the factory service team. Service inquiries will receive a response within 12 to 24 hours of first contact either by local representation (dealer) or a Vac-Con representative. In-stock parts are guaranteed to ship within 48 hours of order submittal.</p>
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>One-Touch Customer Support backs Every Vac-Con®</p> <p>Vac-Con®'s part tracking software ensures that they have in inventory all the parts customers and dealers need when they need them. Vac-Con has a dedicated service facility for all warranty work, local repairs, and refurbishing work. One-Touch Customer Support gives you: 26,000 square foot service department, Training center with expert instructors, 24/7 real person support help line, Over \$5 million in parts inventory, and 24-hour parts shipment turnaround.</p> <p>Vac-Con's customers can expect to receive either dealer or in house service contact within 24 hours of notice. Vac-Con has a commitment to service with quality after the initial sale and including any followup sales. Vac-Con's repeat customers speak to their service/performance standards as 85% of their sales are repeat customers.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Payment terms are net 30 days unless otherwise arranged prior to purchase on a case-by case basis.
55	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Vac-Con does utilize municipal and non-profit leasing through third party vendors if there is Member interest.</p> <p>Vac-Con does not quote rates or terms for leasing, however it should be known to Members that we have this service available to them. Vac-Con will work with other Sourcewell Awarded Vendors, such as NCL, or any leasing agency of the Member's choice.</p>
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Vac-Con will use a standard quote document to price each item for Sourcewell Members. Example attached.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Vac-Con will not accept the P-card for payment. The typical transaction size does not lend itself to this process.</p> <p>Some Vac-Con dealers will allow parts, service, and dealer inventory to be paid for by P-Cards. Each individual dealer will be receiving payments directly for these items, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some dealers have limitations on the amount that can be processed.</p>

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Vac-Con's offer is a percentage discount from the manufacturer list price to Sourcewell Members on all of the items being proposed in this offer. Vac-Con's discount will be based on a percentage off of the base model unit.</p> <p>Vac-Con mounts most of their units on commercial truck chassis (except for the trailer mounted units). In order to provide the customer with convenience and the best pricing available, Vac-Con will provide the truck chassis with no profit associated or at a pass-through price to the Member. This gives the Member the ability to utilize quantity discounts that are offered by the chassis manufacturers to Vac-Con. Vac-Con purchases "pool truck chassis" at substantial quantity discounts. Vac-Con will also allow the customer to supply their own chassis in which to mount the body.</p>

59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Vac-Con is offering a 10% discount off base units within the following categories: Dual Engine Combination Sewer Cleaners, Single Engine Combination Sewer Cleaners, Dual Titan Sewer Cleaners, Single Titan Sewer Cleaners, XCavator hydro-excavating models, MXT hydro-excavating models, Hydrovac hydro-excavating models, and all refurbishment prices.</p> <p>Vac-Con is offering a 5% discount off base unit for the following models: HotShot sewer jetters, 3 yd sewer combo units, Vac Pumper models, VecJet jetters, Neptune sewer combo unit, Mudslinger hydro-excavation units and VecLoader industrial vacuum trailers.</p> <p>Vac-Con is offering an 5% accessory part discount. To qualify for this discount: 1) The Member is only buying Accessories parts and not an entire unit, 2) The Member Purchase Order must be in excess of \$15,000.00. All Member Purchase Orders that qualify, must have their SW Member Number Clearly stated on the Purchase Order.</p>
60	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Vac-Con's will offer additional discounts for volume purchases. There will be an additional 3% discount off of the base unit discounted price for a single purchase order for 4 or more units.</p> <p>Vac-Con does not offer any rebate programs at this time.</p>
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>It is Vac-Con's intention to cover all items available on our commercial price lists. Vac-Con does realize from time to time there may be individual requirements that will not be listed. Vac-Con will provide any items "specific" to Sourcewell Members needs that we are able to. The pricing for such items will be priced at 20% above cost. Prior to accepting an order with Open Market or Sourced Goods from a Sourcewell Member, Vac-Con will discuss the availability of specific requests and price the item. Any documentation of cost that we can provide for these items will be presented on an individual basis.</p>
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>There are several costs not included in the pricing submitted in this proposal. These costs are listed below:</p> <p>Freight and Delivery: Freight costs will be pre-paid and added to the Members Quote and Invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed through to the customer. Vac-Con will not mark up this item for profit.</p> <p>Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement.</p> <p>Federal Excise Tax: Vac-Con is required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. Vac-Con will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If an exemption certificate is provided, Vac-Con will not be required to collect this tax.</p> <p>Mounting Fee: Mounting fees cover the cost of the mounting of the body on the desired truck chassis or trailer.</p> <p>Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. The current pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would typically be charged to meet any future EPA standards that may arise. An example of such costs would be in meeting Federal Emission Standards.</p> <p>Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are charged by local dealers to inspect, test, in service the unit, local extended delivery and follow up training. These costs are a pass through cost to the member from the local dealer.</p>
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges Vac-Con charges are at a pass-through price. Vac-Con has negotiated quantity-discounted shipping rates and will pass those discounts on to the Members.</p> <p>Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expected to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a "special order" chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log.</p> <p>Delivery of truck mounted units will be pre-paid and added to Member Quotation and Invoice. Both "Drive-A-Way" service and common carrier service will be used. The actual cost of the service will be passed through to the customer.</p>

64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner. If the customer wishes Vac-Con to deliver via ocean transport, they will pass on the negotiated shipping rates that they will pay to the ocean transport carrier to the Member. It has been Vac-Con's experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, Vac-Con will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. Vac-Con strives to provide the equipment as customer specified and to their satisfaction upon delivery.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As stated above, Vac-Con does pass on negotiated, competitively bid freight pricing to their customers. Most of Vac-Con's Dealers do have units in stock and Member's can purchase those units to enhance delivery times and in some cases better prices for any previous year's inventory.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Vac-Con fully recognizes the value of the national Soucewell Contract and a such gives the best discounts available to Sourcewell Members

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Due to the unique nature of our proposed contract representation, Vac-Con builds in an automatic audit process. DuCo, LLC, being the proposed Contract Administrator and single source for Sourcewell quotations, allows for this self-audit process. Vac-Con will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There is no after-the-fact gathering of information. DuCo prepares the quotation for the Member under the Contract guidelines. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, Vac-Con will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell contract sale. The order, when received, is booked and accounted for on the Sourcewell sales spreadsheet. This makes the end of quarter reporting complete at the actual end of quarter.</p> <p>As a secondary check, when Vac-Con receives a payment for a unit, Vac-Con will verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.</p>	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Vac-Con sales are maintained in a comprehensive CRM (Salesforce) program that allows for the sales and marketing teams to determine how many units are sold through the Sourcewell contract and additional metrics regarding these sales. The Vac-Con sales team will track and report on quarterly sales through the contract to both internal and external sales teams to evaluate performance of both dealers and regional sales representatives.</p> <p>Vac-Con actively promotes the use of the Sourcewell Contract, and awards dealers on an annual basis for their activity with the contract.</p> <p>Vac-Con values the ability to service the Sourcewell Members with their products. In order for them to ensure they are providing a product that Sourcewell Members want, Vac-Con evaluates these sales, quarterly and annually, to ensure growth. Vac-Con will respond accordingly to specific regional performance through dealer training as well as participation in Sourcewell training classes.</p> <p>Vac-Con expects to increase sales each year. Vac-Con operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal.</p>	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vac-Con proposes an administrative fee of 1%. The fee will be calculated on the Member price less Chassis cost, sales tax (if applicable), and dealer prep/delivery fees.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Vac-Con Combination Jet/Vac Machines</p> <p>Dual and single engine combination machines with a range of offerings including 2 and 3-stage centrifugal compressors (fans) or various positive displacement blowers for vacuuming. Water jet systems ranging from 15 gallons per minute to 120 gallons per minute with pressures ranging from 1500PSI to 4000 PSI. These units are available in a range of sizes with debris tanks from 3 cu/yd to 16 cu/yd and water tanks from 200 gallons to 1500 gallons. Vac-Con has many optional features offered which are patented.</p> <p>Recycler combination machine – This combination machine is up-fitted with a recycler component. The recycler allows for debris tank water to be used in lieu of fresh water, greatly reducing overall water usage. This feature conserves water as a “Green Initiative” primarily and allows users to continue to work in areas where water access is limited or not available. The Vac-Con Recycler machines can function as standard combination machines in addition to utilizing the recycler features.</p> <p>Titan Class combination machines – the Titan combination machines feature the Aeroboost 3-stage fan (PATENTED) and offer users an incredible amount of efficiency. The dual engine Titan configuration results in a 44% fuel savings, 43% decrease in vacuum system operating RPM, 25% increase in airflow, 16-30% more horsepower, 8% decrease in noise pollution, and 5% increase in overall vacuum pressure (lift). These statistics result in a machine that offers high performance while being very environmentally friendly in regard to noise and carbon footprint.</p> <p>Neptune Trailer-Mounted Unit – the Neptune is a combination jet/vac machine that is either trailer or skid mounted. It is offered with either a 535 or 845 gallon debris tank and 225 or 325 gallons of water tank capacity. This unit is a portable and powerful option in a smaller footprint ideal for schools, colleges and small local governments.</p> <p>Vac-Con Jet ONLY Machines</p> <p>VJ375 – a single axle trailer-mounted unit with 375 gallons of water</p> <p>VJ750 – a tandem axle trailer-mounted unit with 750 gallons of water</p> <p>VJT1500 – a truck-mounted, enclosed jetter unit with 1,500 gallons of water</p> <p>Hot Shot – The Hotshot is a truck chassis mounted machine that offers up to 2,500 gallons of water capacity and is ideal for large sewer and pipeline jetting and cleaning.</p> <p>Vac-Con Hydro-Excavation Machines</p> <p>Mudslinger MS – a trailer or skid-mounted hydro-excavation unit available in 535 or 845 gallon debris tank and 225 or 325 gallon water capacity. The Mudslinger MS is built to function as a standalone unit or as a complement to additional excavation equipment.</p> <p>Mudslinger MST – The MST is available on an F650 (26,000lb) or larger chassis and is offered in 535 or 845 gallon debris tank and 225 or 325 gallon water capacity. The MST offers the Mudslinger trailer unit on a convenient small footprint chassis configuration.</p> <p>Mudslinger MXT – The MXT is a simple, chassis-mounted unit that offers the powerful Vac-Con system in an easy-to-use configuration.</p> <p>Mudslinger CXT – The CXT is a chassis-mounted hydro-excavation machine available from 3 to 16 yard debris tank and 800 to 1,300 gallons of water. This is the legacy Vac-Con hydro-excavation machine.</p> <p>Mudslinger EXT – The EXT is offered in a 12 yard debris tank and 1,500 gallons of water. This unit features an enclosed operator station, and insulated water system and components. The EXT is designed for harsh weather and below freezing environment excavation.</p> <p>Vector Industrial Vacuum units</p> <p>Industrial vacuum units – high vacuum, high volume industrial material conveyors offering a wide variety of products suited for heavy duty industrial cleaning and recovery applications. Noted for their simple rugged durability, Vector machines can be found around the world on the job in shipyards, mines, mills, manufacturing plants, oil fields, gas well sites, refineries, rail yards, general construction sites, infrastructure remediation sites, hazardous material recovery and demolition operations, commercial roofing, abrasives and coatings industries, and others. Available in trailer mounted units and skid mounted units.</p> <p>Vacuum Pumper units</p> <p>Truck mounted vacuum units available from 1500 gallon tank capacity to 5000 gallon tank capacity for pumping large quantities of liquid waste. These trucks can be used stand alone or in synchrony with any other Vac-Con vacuuming equipment.</p> <p>Refurbishment Packages</p> <p>Refurbishment packages on several different levels for already owned Vac-Con units. These refurbishment packages, Bronze, Silver, and Gold, can help the customer over-haul their Vac-Con unit when budgets don't permit replacement units. Refurbishments take place at the factory in Green Cove Springs, Florida</p> <p>Accessories, wear parts and supplies - A full catalog of accessories, camera solutions, pumps, nozzles, cutters and common wear items are offered in this response.</p> <p>Dealer stock, demonstrator, and reconditioned units are offered in this response. These items offer solutions for budget challenged members and for those who will need immediate delivery without having to wait for new build lead time.</p>
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71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The Vac-Con "Vac Pumper" models fit within the grease trap cleaning equipment, portable toilet servicing equipment, Sewage pumping station maintenance equipment. The Vector VecLoader offering fits within Industrial Vacuum Equipment, Hazardous Materials Collection Equipment, HEPA filtration equipment categories.	*
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	<input checked="" type="radio"/> Yes <input type="radio"/> No	Models offered in this category: Dual Combo, Single Combo, Dual Titan, Single Titan, 3 yard Combo, Neptune trailer.	*
73	Hydro or air excavation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Models offered in this category: XCavator, MXT (municipal hydro-excavator), Hydrovac (offers air and water excavation), Mudslinger trailer excavator.	*
74	Jetters and rodders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Models offered in this category: HotShot high pressure sewer jet, Vec Jet high pressure sewer trailer.	*
75	Dewatering, mud, trash, and centrifugal pumps	<input checked="" type="radio"/> Yes <input type="radio"/> No	These items are offered within this response.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	Models offered in this category: Vac Pumper	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of these items are offered within this response with a 5% discount.	

Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe any product or equipment features that improve operator safety.	<p>Operator safety is at the core of Vac-Con products. Vac-Con integrates a range of components and product features that ensure operators can work with and around these machines in the safest possible manner.</p> <ul style="list-style-type: none">- Power Level Wind Guide – an automated component that brings jetting hose out of the manhole, limiting the need for an operator to reach in or around the manhole- Outrigger Leg Magnet – A magnetic leg on the hose reel that assists with lifting service access point lids saving possible operator injury lifting heavy objects.- Grate Lifting Hook System – utilizes the boom to remove storm drain gates saving possible operator injury lifting heavy objects.- Wireless Remote with E-Stop – allows for wireless operation of the unit reducing the need for the operator to manually handle equipment. An E-Stop ensures a way to quickly terminate all functions in case of an emergency- Titan Quiet Drive – The Quiet Drive reduces noise pollution by 8%, allowing operators the ability to hear over the machine for directions and warnings- Water Tank Location – lowest center of gravity in the industry preventing truck top-heavy roll-over <p>The operation of Vac-Con units is performed at the front of the unit with hardwired controls or wireless remotes. Operator safety is better secured with the entirety of the truck between the operator and oncoming traffic.</p> <p>The remote transfer case engagement is located at the front hose reel and allows for operators to control functions typically managed inside the cab. This feature is designed to start and stop the engine and engage and disengage the transfer case from the exterior front of the unit. Operator footsteps and movements in and out of the cab are mitigated, reducing the chance of injury. In addition, Allison Auto Neutral and Range Inhibit Functions are used for safety on this component.</p>
79	Describe any product or equipment innovations that increase uptime and operator productivity.	<p>The Vac-Con Recycler is a combination machine outfitted with a recycling component. This system allows for users to use water already in the pipeline or recycled water from the debris tank to continue operations. This function keeps an operator on the job all day without the need to refill tanks running 50 GPM @ 3,000 PSI. The time given back to a job by reducing the need to refill water capacity increase operator efficiency.</p> <p>The Omnibus Precision Power Control System gives the operator control authority over all vacuum, water and engine functions, and at a centralized control panel, right where the operator is working. This coordination of systems allows the operator to use as much power as is needed, saving time and fuel while allowing precise movements of the hydraulic components. This system eliminates over 250 electrical connections and over one mile of wire in a typical Vac-Con build.</p> <p>The Remote Transfer Case Engagement is designed to allow operators to start and stop the engine and disengage the transfer case from the front of the unit. Located on the front hose reel, this feature will limit operator footsteps to and from the cab of the unit and allow a fast job completion.</p> <p>ReelSmart Hose Control System: The ReelSmart technology brings hose reel automation to Vac-Con sewer cleaners. With a computerized command controller, up to 30 jobs can be recorded and stored for future use. The pay-out footage, job locations and special instructions can be recalled used for later use. ReelSmart handles all hose reel pay-out and roll in functions, automatically. This means less physical work for the operator and more efficiency and productivity at the job-site. The customer can record on a USB drive or maintain a daily log with its MS-Excel data dump. This new technology is available in English, Spanish and French.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - VacCon Sourcewell Pricelist 9_30_2021.zip - Monday September 27, 2021 14:14:14
 - [Financial Strength and Stability](#) - Financial Strength and Authorization Letter.zip - Monday September 27, 2021 14:14:25
 - [Marketing Plan/Samples](#) - dealers and marketing examples.zip - Monday September 27, 2021 14:14:59
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - VACCON STANDARD QUOTE EXAMPLE.pdf - Monday September 27, 2021 14:15:19
 - [Upload Additional Document](#) - Performance Certs and Testimonials.zip - Monday September 27, 2021 14:15:36

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - M.J. DuBois, Contract Administrator, DuCo, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	<input checked="" type="checkbox"/>	1



CSLB #980409
 DIR 1000004282
 www.source-mme.com
 Toll Free 1-888-484-9968

June 17, 2024

City of Tracy
 520 N. Tracy Blvd.
 Tracy, CA 95376

Tel: 209-831-6370
 adrian.taylor@cityoftracy.org

Attention: Adrian Taylor, Fleet Manager

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 101221-VAC for One (1) Vac-Con VX312LHE/1100 mounted on a new Freightliner 114SD Plus CA CARB 6x4 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Tracy, CA	\$636,562.50
	8.25% Estimated Sales Tax	52,516.41
	CA Tire Fee (10 @ \$1.75 Each)	17.50
	Total	<u>\$689,096.41</u>

- Vac-Con is the Sourcewell contract holder and all purchasing documents are to go directly to them. **City's Purchase Order to be prepared and sent directly to Vac-con, Inc.**
 969 Hall Park Drive, Green Cove Springs, FL 32043
 M.J. Dubois (410) 924-1004 mjdubois@ducollc.com
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide on-site training, warranty support, and future service for the Vac-Con products.
- Pricing includes delivery and on-site training.
- CARB Disclosure: A vehicle operated in California may be subject to California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to the requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>
- Normal delivery 180-240 days A.R.O., depending on chassis and component availability during production.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program.
- Quotation for 30 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,

James Wheeler,
 President

Enclosure



06/17/2024

HYDRO-EXCAVATOR

SOURCEWELL CONTRACT: 101221-VAC

Customer: CITY OF TRACY

Shipping: CALIFORNIA

Requirement Specification	
Hydro-Excavator with all standard equipment VX312LHE/1100	
Sourcewell Discount	
Freightliner Model 114SD Plus CA CARB 6 x 4 Chassis 370hp Allison 3000RDS transmission *Special Order Chassis	
Body mounting on chassis	
Hydrostatic drive	
Rear Mounted 7 foot Extendable Boom, Includes Flat Rear Door	
1100 Gallon polyethylene water tank capacity with 10 year warranty	
Automatic vacuum breaker (prevents operation when full and contains debris when moving unit) and overfill protection	
3-Stage centrifugal compressor creating 200" vacuum and 0-8000 CFM with cyclone separator	
Hydraulic tail gate door latches with hydraulic door grabber and safety latch	
Water pump system rated 20 GPM @ 4000 PSI with smooth continuous pressure Hydrostatic drive	
6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve	
Built in Body Prop - Rear Support Frame Mounted	
Electric Vibrator	
Rear splash guard (2 - 10 O'clock) tank mounted	
Wear Plate, Swing Style	
50' Capacity hand gun hose reel	

Requirement Specification	
Centrifugal Compressor Fan Flush Out System	
Debris body "Power flush" system, 8 jets	
Flush Out connection for rear door valve	
Water Pump Remote Oil Drain	
Automatic Lube Kit for Centrifugal Compressor	
Centrifugal Compressor Quiet Silencer, Class 4, 304 Stainless Steel Construction, 14in x 40in with 8in discharge	
Cone storage rack	
Heavy Duty Parker Hose in lieu of standard flex	
Long Handle Storage / PVC (2)	
Long Handle Storage Placement - Mounted in Storage Box Under Shelf	
Long Handle Storage Placement - Rear of Mainframe	
Plastic engraved decals - adhesive type (ilo standard)	
Remote Boom Grease Zerk Assembly	
Remote Debris Tank Grease Assembly	
Remote Transfer Case Engagement	
Hand Held Spot Light - LED	
LED 4 Strokes, (2) front bumper, (2) rear bumper	
LED Arrow Board, Rear Debris Tank Door Mounted	
LED Boom mounted flood lights with guards	
LED Rear mounted flood lights with limb guards	
Two LED strobe with Limb Guard, Rear Debris Tank Mounted	
Two Mirror mounted LED strobe lights with limb guards	
Low Water Alarm with Light	
Rear camera placement	

Requirement Specification	
Wireless remote control	
Traffic camera with color monitor	
Additional Water Tank Sight Guage (Drivers Side)	
Add 2 top flush out tips and screen flush out jets with separate function valve	
Fan flush out hard plumbed	
Lazy Susan pipe rack (Holds 5 Pipes)	
ICC lighting	
Hydrant wrench, 25' of fill hose	
Local dealer pre-delivery inspection	
On site customer training	
Delivery	
Paint module: Elite White	
Optional Striping Package - Black	
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$636,562.50
Sales Tax - 8.25%	\$52,516.41
California Tire Fee	\$17.50
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER INCLUDING TAX	\$689,096.41

Delivery is _____ Days after receipt of chassis

SOURCEWELL CONTRACT NO 101221-VAC

CONTRACT HOLDER/VENDOR: VAC-CON, INC. 969 HALL PARK RD, GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS EMAIL MJDUBOIS@DUCOLLC.COM PHONE: 410-924-1004

THIS QUOTE IS VALID FOR (30) DAYS FROM THE DATE OF QUOTATION

**CITY OF TRACY
PURCHASE AGREEMENT FOR EQUIPMENT WITH MUNICIPAL MAINTENANCE
EQUIPMENT**

This Purchase Agreement for Equipment, ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Municipal Maintenance Equipment, Sacramento, California (Supplier). City and Supplier are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. City desires to retain Supplier to provide a sewer vacuum, hydro- excavation, pumping equipment, and related accessories and supplies. .
- B. Pursuant to Tracy Municipal Code 2.20.220, the City is utilizing a Sourcewell cooperative purchasing agreement to purchase the Equipment.
- C. Sourcewell and the Supplier entered into an agreement for the purchase of equipment referred to as contract with Solicitation #101221-VAC ("**Contract**").
- D. After negotiations between the City and the Supplier, the parties have reached an agreement for purchase of such equipment in accordance with the terms set for in this agreement.
- E. This Agreement is being executed 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. **CONTRACT APPLICABILITY.** The Contract is fully incorporated herein by reference, except as expressly modified herein, and the Parties agree to abide by the terms set forth therein. All capitalized terms used herein but not defined shall have the meaning attributed to them in the Contract.
 - 1.1. **EQUIPMENT.** The City agrees to purchase, and the Supplier agrees to sell, the Equipment as more specifically outlined and described in the Contract. The Equipment shall comply with all of the standards and specifications outlined in Contract.
 - 1.2 **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution for the Equipment, without the prior written authorization of the City. All Services shall be performed by or under the direct supervision of, the Supplier's Authorized Representative: _____, Director of Sales. Supplier shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.

2. **DELIVERY DATES.** The Equipment must be shipped and must arrive at the destination of

- 2.1 Any failure by the Supplier to meet the Delivery Timeline will constitute a material default of this Purchase Agreement and the City may cancel any equipment not delivered in a timely manner without liability. The Supplier must notify the City immediately if the Supplier reasonably believes the Supplier will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Supplier reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised timeline.

3. **PURCHASE PRICE.** City shall pay Supplier on a fixed fee basis, at the fee amounts outlined in the Contract, attached, and incorporated by reference.

- 3.1 **NOT TO EXCEED AMOUNT.** Supplier's total contract amount, under this Agreement shall not exceed \$689,096.41.

4. **CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel any portion of this Agreement at any time prior to the delivery, with or without cause, by giving Supplier written notice. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail.

5. **BREACH.** In the event of a breach of the Agreement by Supplier, City may terminate the Agreement immediately without notice, may reduce payment to the Supplier in the amount necessary to offset City's resulting damages, may procure substitute equipment at Supplier's expense, and/or may pursue any other available recourse against Supplier. Supplier may not terminate this Agreement except for cause.

6. **DELIVERY RISK OF LOSS.** All orders will be Free on Board (FOB) destination. Risk of loss or damage to the Equipment must remain with the Supplier until the equipment has been delivered to and accepted by the City. All equipment will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Equipment and to notify Supplier of any nonconformance with the terms and conditions of the specifications. The City may reject any Equipment that do not conform to the terms and conditions outlined in the Contract. Any Equipment rejected may be returned to the Supplier at the Supplier's risk and expense.

7. **INDEMNIFICATION.** Supplier 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 Supplier'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.

- 7.1 **DEFINITION.** For the purposes of this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Supplier" means the Supplier, its employees, and agents; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs

and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

- 7.2 **PROVISION SURVIVAL.** The provisions of this Section 7 survive the completion of the services or the termination of this Agreement and are not limited by the provisions of Section 7 relating to insurance.

8. **INSURANCE.** Supplier shall, throughout the duration of this Agreement, maintain insurance to cover , its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein, which may be achieved with an equivalent umbrella policy.

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

- 8.2 **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.

- 8.3 **WORKERS' COMPENSATION.** coverage shall be maintained as required by the State of California.

- 8.4 **ENDORSEMENTS.** Supplier shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

- 8.5 **NOTICE OF CANCELLATION.** Supplier shall notify the City if the policy is canceled before the expiration date. For this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Supplier shall immediately obtain a replacement policy.

- 8.6 **INSURANCE CERTIFICATE.** Supplier 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.

8.7 **SUBSTITUTE CERTIFICATES.** Supplier 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.

8.8 **SUPPLIER'S OBLIGATION.** Maintenance of insurance by the Supplier as specified in this Agreement shall in no way be interpreted as relieving the Supplier of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Supplier 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.

9. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Equipment must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation.

10. **TAXES.** The Supplier must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing the Equipment; however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Agreement, the Purchase Price will be considered to include state and city sales or use tax.

11. **WARRANTY.** The Supplier warrants that all Equipment will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured according to detailed design furnished by the City, the Supplier assumes design responsibility and warrants the Equipment to be free from design defect and suitable for the purposes intended by the City, and that such Equipment if installed by the Supplier shall conform to applicable specifications.

11.1 The Supplier's warranties, together with its service guarantees, must run to the City and its customers or users of the equipment and must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the equipment must in no way affect its warranty rights whether a breach of warranty had become evident in time.

12. **DUTY TO DEFEND.** Supplier agrees, (1) at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents, and council members (collectively the **Parties to be Defended**) from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (i) the Equipment provided pursuant this Agreement; (ii) allegations that the Equipment are defective in manufacture or design; (iii) any patent or other intellectual property right related to the Equipment and or (2) any breach of this Agreement by Supplier.

12.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Supplier agrees to provide this defense

immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

13. **REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS.** Supplier warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
14. **NOTICES.** All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party at the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:
Assistant Director – Operations
520 N. Tracy Blvd.
Tracy, CA 95376

To Supplier:
Municipal Maintenance Equipment.
4634 Mayhew Road
Sacramento, Calif. 95827

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

15. **MISCELLANEOUS**

- 15.1 **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to Supplier'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.
- 15.2 **AMENDMENTS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- 15.3 **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 15.4 **ASSIGNMENT AND DELEGATION.** Supplier may not assign, transfer, or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be consent to any subsequent assignment.

- 15.5 **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.
- 15.6 **COMPLIANCE WITH THE LAW.** Supplier shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 15.6.1 **HAZARDOUS MATERIAL.** Supplier is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.
- 15.6.2 **NON-DISCRIMINATION.** Supplier represents and warrants that it is an equal opportunity employer and it shall not discriminate against any third-party Supplier, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Supplier 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.).
- 15.7 **BUSINESS ENTITY STATUS.** Supplier 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 Supplier. By entering into this Agreement, Supplier represents that it is not a suspended corporation. If Supplier is a suspended corporation at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.
- 15.8 **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 15.9 **CONSTRUCTION OF AGREEMENT.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.
- 15.10 **SEVERABILITY.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 15.11 **CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, Contract and Supplier's proposal (if any), the Agreement shall control.
- 15.12 **ENTIRE AGREEMENT.** This Agreement, the Contract and 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.

16. **SIGNATURES.** The individuals executing this Agreement on behalf of Supplier represent and warrant that they have the right, power, legal capacity, and authority to enter and execute this Agreement on behalf of Supplier.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

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

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel
City Attorney

Supplier

Municipal Maintenance Equipment
Sacramento, California

By: _____
Title: President
Date: October 15, 2024

Federal Employer Tax ID No. 68-0263697

[Note: Depending on the type of entity, more than one signature may be required. See Instructions for Agreements §§A.5.c and C.2.b.]

By: 
Title: Corporate Secretary
Date: October 15, 2024

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH MUNICIPAL MAINTENANCE EQUIPMENT, INC. FOR THE PURCHASE OF A VAC-CON VX312LHE/100 HYDRO-EXCAVATION TRUCK UTILIZING SOURCEWELL COOPERATIVE PROGRAM IN THE AMOUNT OF \$689,097; AND

2) DECLARING THE EXISTING VAC-CON AS SURPLUS AND APPROVING ITS DISPOSITION PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.310

WHEREAS, the Utilities Division of the Public Works Department is tasked with managing, maintaining, and replacing most of the City's vehicle and equipment fleet and as a part of that assignment, the Operations Division must maintain a vehicle and equipment replacement program to ensure future funding for replacement of purchased equipment and vehicles that reach their useful life or must be replaced due to irreparable condition; and

WHEREAS, a current need exists to acquire a new Hydro-Excavation unit for the Water Department due to the continued breakdowns and repairs of the existing asset, which are becoming increasingly costly; and

WHEREAS, the cumulative lifetime repair costs, as well as the ongoing expenses for current repairs, have surpassed the asset's initial value; and

WHEREAS, this equipment is identified for replacement in FY24/25 under the City's equipment replacement program; and

WHEREAS, on April 17, 2024, City of Tracy (City)'s staff requested bids from Sourcewell ; and

WHEREAS, Sourcewell serves government and education organizations with a cooperative purchasing program that manages a competitive solicitation process offering its members an established network of awarded contracts that meet local requirements; and

WHEREAS, the City is an established customer with Sourcewell and is authorized to make purchases using the Sourcewell Cooperative Purchasing Program, per Tracy Municipal Code , Section 2.20.220; and

WHEREAS, the City will contract directly with Municipal Maintenance Equipment (MME) "piggybacking" on the Sourcewell cooperative agreement, through a purchase agreement that will incorporate the Sourcewell cooperative agreement terms and conditions; and

WHEREAS, the existing failing Vac-Con will be sold at public auction to the highest bidder for disposal; and

WHEREAS, below is a list of equipment that will be purchased.

Description	Vendor	Cost	Public Bidding Procedure
2024 Hydro-Excavator VX312LHE/1100	Municipal Maintenance Equipment	\$689,097	Sourcewell (NJPA) 060920-NVS

WHEREAS, below is a list of the equipment that will be removed and surplus.

Retiring Equipment	Equipment Age	Repair Cost	Equipment Condition
2330 Vac-Con	2010 22,243 miles 5311 hours	Total repair cost \$403241 life to date	Vac-Con has on-going breakdowns. Diesel engine out of State Compliance

and; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy authorizes the execution of a Purchase Agreement substantially in the form attached as Exhibit 1 with Municipal Maintenance Equipment, Inc. for the purchase of a Vac-Con VX312lhe/100 Hydro-Excavation Truck utilizing Sourcewell Cooperative Agreement in the amount of \$689,097; and be it

FURTHER RESOLVED: The City Council hereby declares as surplus the existing Vac Con and approves its disposition pursuant to Tracy Municipal Code Section 2.20.310.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on December 17, 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

Exhibit 1: Purchase Agreement with Municipal Maintenance Equipment, Inc.

**CITY OF TRACY
PURCHASE AGREEMENT FOR EQUIPMENT WITH MUNICIPAL MAINTENANCE
EQUIPMENT**

This Purchase Agreement for Equipment, ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Municipal Maintenance Equipment, Sacramento, California (Supplier). City and Supplier are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. City desires to retain Supplier to provide a sewer vacuum, hydro- excavation, pumping equipment, and related accessories and supplies. .
- B. Pursuant to Tracy Municipal Code 2.20.220, the City is utilizing a Sourcewell cooperative purchasing agreement to purchase the Equipment.
- C. Sourcewell and the Supplier entered into an agreement for the purchase of equipment referred to as contract with Solicitation #101221-VAC ("**Contract**").
- D. After negotiations between the City and the Supplier, the parties have reached an agreement for purchase of such equipment in accordance with the terms set for in this agreement.
- E. This Agreement is being executed 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. **CONTRACT APPLICABILITY.** The Contract is fully incorporated herein by reference, except as expressly modified herein, and the Parties agree to abide by the terms set forth therein. All capitalized terms used herein but not defined shall have the meaning attributed to them in the Contract.
 - 1.1. **EQUIPMENT.** The City agrees to purchase, and the Supplier agrees to sell, the Equipment as more specifically outlined and described in the Contract. The Equipment shall comply with all of the standards and specifications outlined in Contract.
 - 1.2 **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution for the Equipment, without the prior written authorization of the City. All Services shall be performed by or under the direct supervision of, the Supplier's Authorized Representative: _____, Director of Sales. Supplier shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.

2. **DELIVERY DATES.** The Equipment must be shipped and must arrive at the destination of

- 2.1 Any failure by the Supplier to meet the Delivery Timeline will constitute a material default of this Purchase Agreement and the City may cancel any equipment not delivered in a timely manner without liability. The Supplier must notify the City immediately if the Supplier reasonably believes the Supplier will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Supplier reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised timeline.

3. **PURCHASE PRICE.** City shall pay Supplier on a fixed fee basis, at the fee amounts outlined in the Contract, attached, and incorporated by reference.

- 3.1 **NOT TO EXCEED AMOUNT.** Supplier's total contract amount, under this Agreement shall not exceed \$689,096.41.

4. **CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel any portion of this Agreement at any time prior to the delivery, with or without cause, by giving Supplier written notice. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail.

5. **BREACH.** In the event of a breach of the Agreement by Supplier, City may terminate the Agreement immediately without notice, may reduce payment to the Supplier in the amount necessary to offset City's resulting damages, may procure substitute equipment at Supplier's expense, and/or may pursue any other available recourse against Supplier. Supplier may not terminate this Agreement except for cause.

6. **DELIVERY RISK OF LOSS.** All orders will be Free on Board (FOB) destination. Risk of loss or damage to the Equipment must remain with the Supplier until the equipment has been delivered to and accepted by the City. All equipment will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Equipment and to notify Supplier of any nonconformance with the terms and conditions of the specifications. The City may reject any Equipment that do not conform to the terms and conditions outlined in the Contract. Any Equipment rejected may be returned to the Supplier at the Supplier's risk and expense.

7. **INDEMNIFICATION.** Supplier 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 Supplier'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.

- 7.1 **DEFINITION.** For the purposes of this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Supplier" means the Supplier, its employees, and agents; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs

and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

- 7.2 **PROVISION SURVIVAL.** The provisions of this Section 7 survive the completion of the services or the termination of this Agreement and are not limited by the provisions of Section 7 relating to insurance.

8. **INSURANCE.** Supplier shall, throughout the duration of this Agreement, maintain insurance to cover , its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein, which may be achieved with an equivalent umbrella policy.

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

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To City:
Assistant Director – Operations
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4634 Mayhew Road
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With a copy to:
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333 Civic Center Plaza
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- 15.9 **CONSTRUCTION OF AGREEMENT.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.
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- 15.12 **ENTIRE AGREEMENT.** This Agreement, the Contract and 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.

16. **SIGNATURES.** The individuals executing this Agreement on behalf of Supplier represent and warrant that they have the right, power, legal capacity, and authority to enter and execute this Agreement on behalf of Supplier.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

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

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel
City Attorney

Supplier

Municipal Maintenance Equipment
Sacramento, California

By: _____
Title: President
Date: October 15, 2024

Federal Employer Tax ID No. 68-0263697

[Note: Depending on the type of entity, more than one signature may be required. See Instructions for Agreements §§A.5.c and C.2.b.]

By: 
Title: Corporate Secretary
Date: October 15, 2024

Agenda Item 1.C

RECOMMENDATION

Staff recommends that City Council adopt a resolution approving and authorizing the execution of a Lease Agreement with SAS Farms, LLC, a California Limited Liability Corporation, with a term of ten years and initial annual rent beginning on January 1, 2025, in the amount of \$115,200, adjusted at a three percent (3%) increase annually beginning on January 1, 2026.

EXECUTIVE SUMMARY

In 2003, the City of Tracy Wastewater Treatment Plant purchased approximately 1200 acres of land generally located northerly between Corral Hollow Road and Holly Drive, within and outside the existing City limit line, for future plant expansion needs. The properties are defined as agricultural and leased for farming and other related agricultural practices such as silage production. The parcels to be included in this agreement are 212-14-006, 212-14-007, 212-15-002, 212-15-003, 212-16-005 (103.7 of approximately 185 acres), and 212-16-015. The total amount of farmable acreage under this agreement is 488.69 (Attachment A). The leases create an ongoing revenue stream for the City's Wastewater Fund (521) until the land is needed for expansion purposes. These properties do not require consideration under the Surplus Land Act (SLA), because a lease for surplus land on which no development or demolition will occur, regardless of the term of the lease, is exempted from the SLA.

Staff is recommending that the City Council approve a new lease agreement with long term tenant SAS Farms, LLC. (Attachment D) for a term of ten (10) years, beginning on January 1, 2025, and ending on December 31, 2034; and set the rent received from the lease of the agricultural land at \$9,600 per month for an annual revenue of \$115,200, beginning on January 1, 2025, and increasing each January 1 by three percent (3%) annually. As the land was originally purchased by the Wastewater Fund (Attachment B), revenue generated for these properties would be returned to the Wastewater Fund (521).

BACKGROUND AND LEGISLATIVE HISTORY

On December 13, 2004, by DOC #2004-283598, the Tracy City Council approved a ten (10) year six (6) month lease with the Arnaudo Bros. to farm approximately 868 acres of property known as the Holly Ranch. The lease was amended and approved on June 3, 2014, by Resolution 2014-088, to extend the terms for an additional ten (10) years ending on December 31, 2024, reducing the acreage to 580.8 acres (created a separate agreement for 40 acre ovals on the North Side of Sugar Road on parcel 212-16-005) and increasing the lease payment to one-hundred-forty-two dollars (\$142) per acre per year.

In 2018, the Arnaudo Bros. split into three separate corporations, Arnaudo Brothers, Inc., Arnaudo Bros. Transportation, Inc. and SAS Farms, LLC. On February 14, 2018, the Arnaudo Bros., Inc., SAS Farms, LLC., and the City entered into a tri-party Agreement, Assignment, Assumption and Consent. This agreement assigned, sold, conveyed, and transferred all of the Arnaudo Bros rights, title, and interest on the 580.8 acres of farmable land to SAS Farms, LLC. On January 31, 2022, City Manager, Michael Rogers, signed Amendment No 1 to the Assignment, Assumptions, and Consent Agreement reducing the farmable land to 577.92 acres (Attachment C), and reducing the payment similarly. The expiration date of December 31, 2024, did not change for the remainder of the agreement.

ANALYSIS

The City of Tracy Wastewater Treatment Plant currently owns and leases nearly 1200 acres of agricultural lands that was purchased in 2003 in anticipation of future growth and capacity needs. Pursuant to the SLA Guidelines, this land is exempted from the SLA as it is used primarily for agricultural practices, and nothing will be developed or demoed on this property by any lessee. The City and SAS Farms, LLC (previously associated with Arnaudo Bros., Inc.) have a long-standing partnership that enables the Wastewater Fund to recoup some of its investments through monthly leases and provides beneficial use to both the City and the tenant.

The City Council has previously approved two ten-year terms for these properties (2004, 2014) and adjusted the rate twice since 2008. It is recommended due to the long-standing relationship with the lessee, to approve a new ten (10) year term, adjust the monthly rental rate to capture inflation, amend the actual number of farmable acreages, and continue supplementing the Wastewater Fund from these revenues.

The tenant has leased land from the City for over 18 years, initially as a part of the Arnaudo Bros., then continuing after formation of a new corporation with new owners as SAS Farms, LLC. The City desires to continue this long-standing relationship with the tenant which provides a consistent income stream for the Wastewater Fund (521) until such time as the land is needed for the expansion of the Wastewater Treatment Facility. In addition, SAS Farms, LLC. maintains approximately 110 non-farmable acreages in the vicinity of the fields it farms, for the City. This maintenance includes reducing the growth of vegetation through disking and removal.

Staff recommends that the City Council approve this agreement with long standing tenant, SAS Farms, LLC., for a ten (10) year term to expire on December 31, 2034, and set the monthly lease payment at nine thousand six hundred (\$9,600) per month for an annual revenue to the Wastewater Fund in the amount of \$115,200 increasing each January 1 by three percent (3%) annually.

CEQA DETERMINATION

The approval of the agreement will not result in a physical change in the environment and therefore is not considered as a "project" as defined by Section 21065 of the Public Resources Code.

STRATEGIC PLAN

This agenda item is consistent with the City's Quality of Life Strategy and meets the goal of providing a quality of life by cultivating connections to promote positive change in our community through partnerships and advancement of Wastewater Treatment Plant expansion.

FISCAL IMPACT

This agreement will provide an annual (calendar year) revenue from leases of agricultural lands to the Wastewater Fund (521) in the following amounts based on a three (3) percent annual calendar year increase:

January 1 each year = 3% increase				Percentage Increase
YEAR	3.00%	assumed	New Monthly Fee	Total Revenue - Annually
1/1/2025			\$ 9,600.00	\$ 115,200.00
1/1/2026	\$ 288.00		\$ 9,888.00	\$ 118,656.00
1/1/2027	\$ 296.64		\$ 10,184.64	\$ 122,215.68
1/1/2028	\$ 305.54		\$ 10,490.18	\$ 125,882.15
1/1/2029	\$ 314.71		\$ 10,804.88	\$ 129,658.61
1/1/2030	\$ 324.15		\$ 11,129.03	\$ 133,548.37
1/1/2031	\$ 333.87		\$ 11,462.90	\$ 137,554.82
1/1/2032	\$ 343.89		\$ 11,806.79	\$ 141,681.47
1/1/2033	\$ 354.20		\$ 12,160.99	\$ 145,931.91
1/1/2034	\$ 364.83		\$ 12,525.82	\$ 150,309.87
12/31/2034	End of Term		\$ 12,525.82	\$ 150,309.87

ACTION REQUESTED OF THE CITY COUNCIL

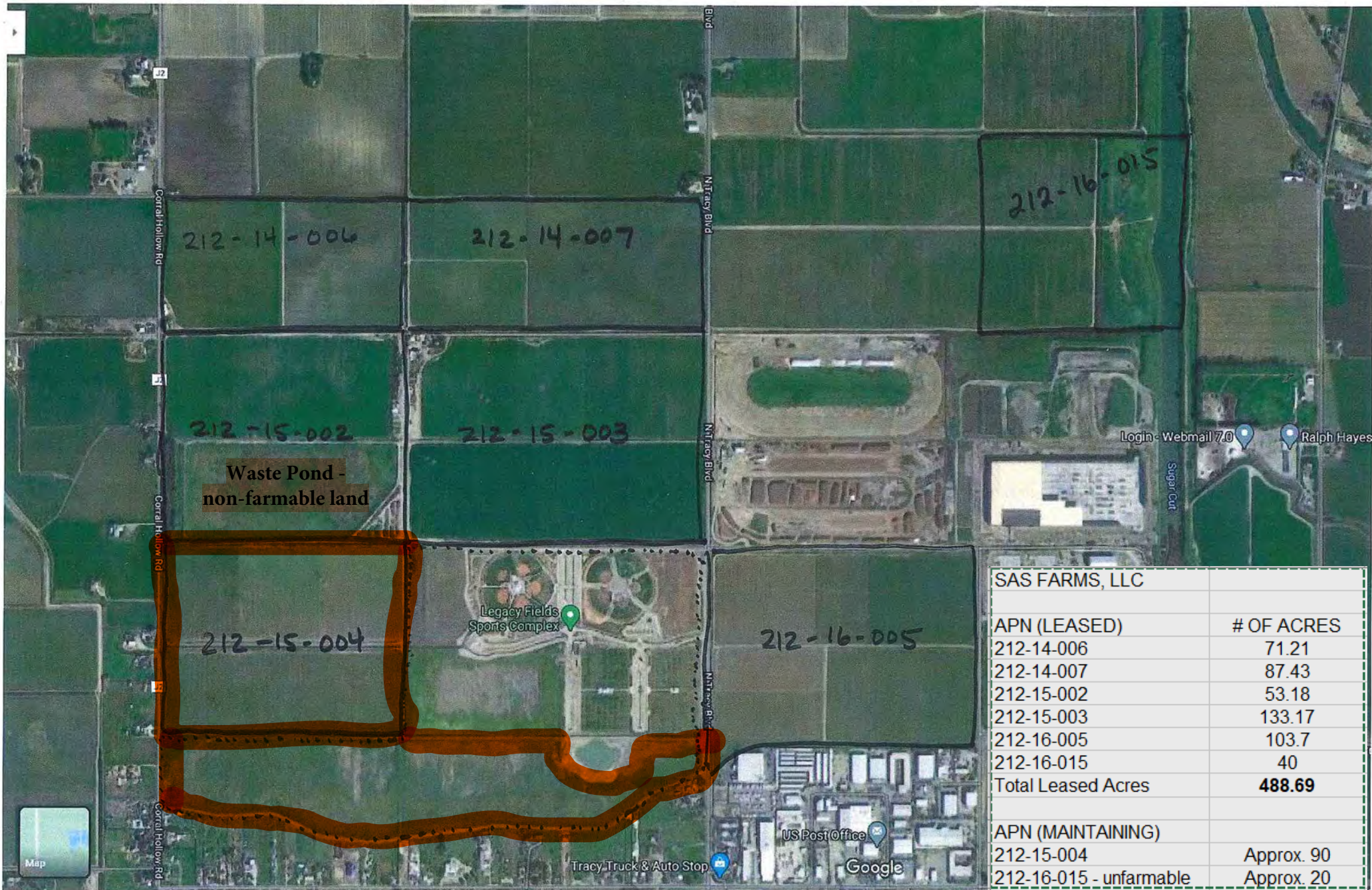
Staff recommends that City Council adopt a resolution approving and authorizing the execution of a Lease Agreement with SAS Farms, LLC, a California Limited Liability Corporation, with a term of ten years and initial annual rent beginning on January 1, 2025, in the amount of \$115,200, adjusted at a three percent (3%) increase annually beginning on January 1, 2026.

Prepared by: Stephanie Reyna-Hiestand, Assistant Director of Utilities

Reviewed by: Sara Castro, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments: A - Google Aerial Parcels Identified
B - Resolution 2003-129
C – SJC Assessors Parcel Maps for 212-14/15/16
D - Lease Agreement with SAS Farms, LLC.



RESOLUTION 2003-129

APPROVE PURCHASE OF THE HOLLY SUGAR RANCH FROM THE HOLLY SUGAR CORPORATION FOR THE PURCHASE PRICE OF \$5,745,696, AUTHORIZE SUPPLEMENTAL APPROPRIATIONS OF \$5,845,696 FROM VARIOUS FUNDS, AND AUTHORIZE THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT

WHEREAS, The Holly Sugar Ranch property is for sale and staff proposes purchase by the City, and

WHEREAS, Tracy Municipal Code section 2.20.090 requires that the acquisition of real property be in accordance with state law, and

WHEREAS, The City of Tracy has complied with the requirements of Government Code sections 7267 and following, and

WHEREAS, Government Code Section 65402 requires a report from the Planning Commission regarding general plan conformance before a public agency acquires real property, and

WHEREAS, No land use change is proposed as part of this real property acquisition, and

WHEREAS, On Wednesday, April 9th, the Planning Commission voted 3-2 that the proposed real property acquisition was not consistent with the City's general plan, and

WHEREAS, Tracy Municipal Code section 2.20.080 requires City Council approval of this proposed acquisition, and

WHEREAS, The property that is for sale consists of 1,197.02 acres with approximately 820 acres useable for agricultural production, and

WHEREAS, A study prepared by CH2M Hill has shown that the site could be used for future treatment of wastewater, and

WHEREAS, The property could also be used for disposal of a limited amount of treated effluent generated from development, and

WHEREAS, As funds for this purchase were not budgeted in Fiscal Year 2002-03, and supplemental appropriations are required to CIP 7448, and

WHEREAS, There is no fiscal impact to the General Fund, and

WHEREAS, Because the City has not yet initiated an application to convert the property's use from farming to wastewater application, the property acquisition is not a "project" subject to the California Environmental Quality Act as defined by Public Resources Code section 21065;

NOW, THEREFORE, BE IT RESOLVED That the City Council hereby approves the purchase of the Holly Sugar Ranch from the Holly Sugar Corporation for the purchase price of \$5,745,696; authorizes supplemental appropriations to CIP 7448 from Wastewater Fund (Fund 521) \$5,015,607; I-205 Area (Fund 353) \$216,291; Plan C (Fund 325) \$309,822; Northeast Industrial Area (Fund 351) \$233,828; South MacArthur Area (Fund 352) \$35,074; Presidio Area (Fund 355) \$35,074; and authorizes the Mayor to execute the purchase agreement.

The foregoing Resolution 2003-129 was passed and adopted by the Tracy City Council on the 15th day of April, 2003, by the following vote:

AYES:	COUNCIL MEMBERS: HUFFMAN, TOLBERT, TUCKER, BILBREY
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: IVES
ABSTAIN:	COUNCIL MEMBERS: NONE


MAYOR

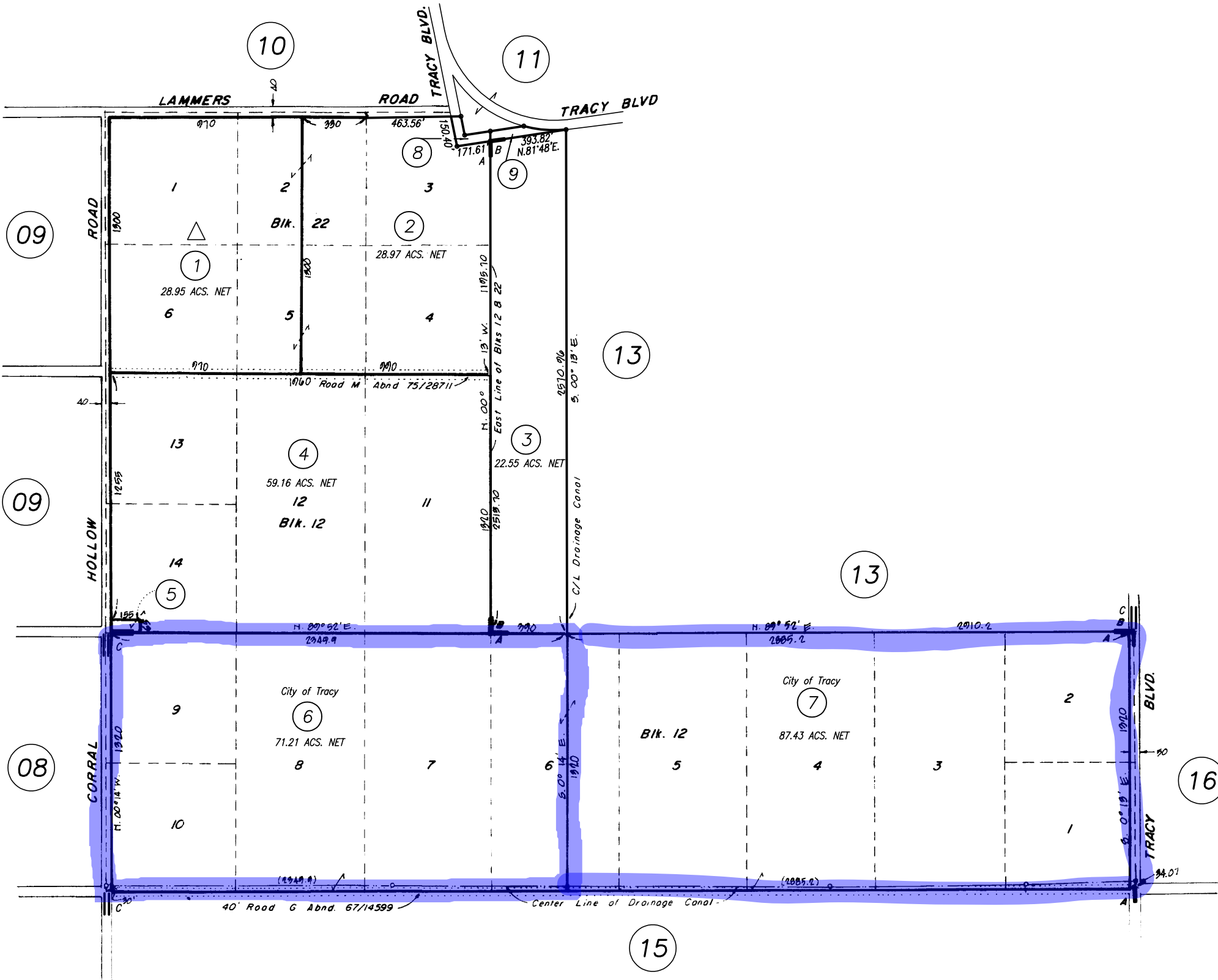
ATTEST:


CITY CLERK

03-040703kl
PW

A - POR. TRACY GARDEN FARMS
B - POR. RANCHO EL PESCADERO

THIS MAP IS FOR
ASSESSMENT USE ONLY 212-14

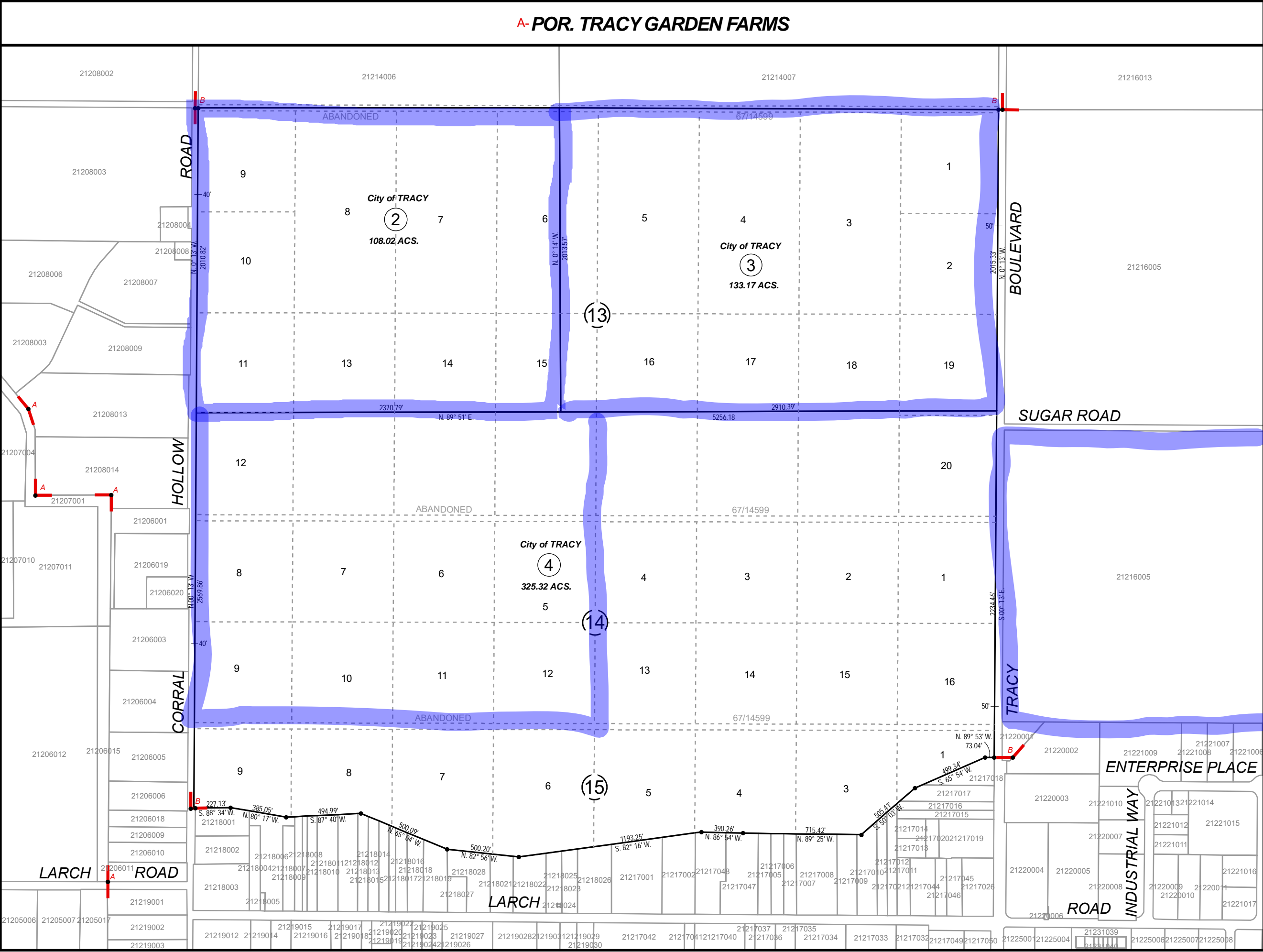


HIGHEST A.P.N. USED				
YEAR	PAR. #	PAR. #	PAR. #	PAR. #
90-91	7			
21-22	9			

c - R. S. Bk. 34 Pg. 037
A - R. M. Bk. 08 Pg. 001

△ - WILLIAMSON ACT PARCELS
NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY



A- POR. TRACY GARDEN FARMS

212-15

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY AND IS NOT FOR THE INTENT OF INTERPRETING LEGAL BOUNDARY RIGHTS, ZONING REGULATIONS AND/OR LEGALITY OF LAND DIVISION LAWS.



LEGEND:

(00) Assessor's Parcel Numbers

00000000
Book Page Parcel Number

A - R.M. Bk. 08 Pg. 001
B - R.S. Bk. 34 Pg. 037

HIGHEST A.P.N. USED		
YEAR	PAR. #	PAR. #
90-91	1	
13-14	4	

BK. 212 PG. 15
County of San Joaquin, CA

All Rights Reserved
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Assessor Mapping/GIS 2012

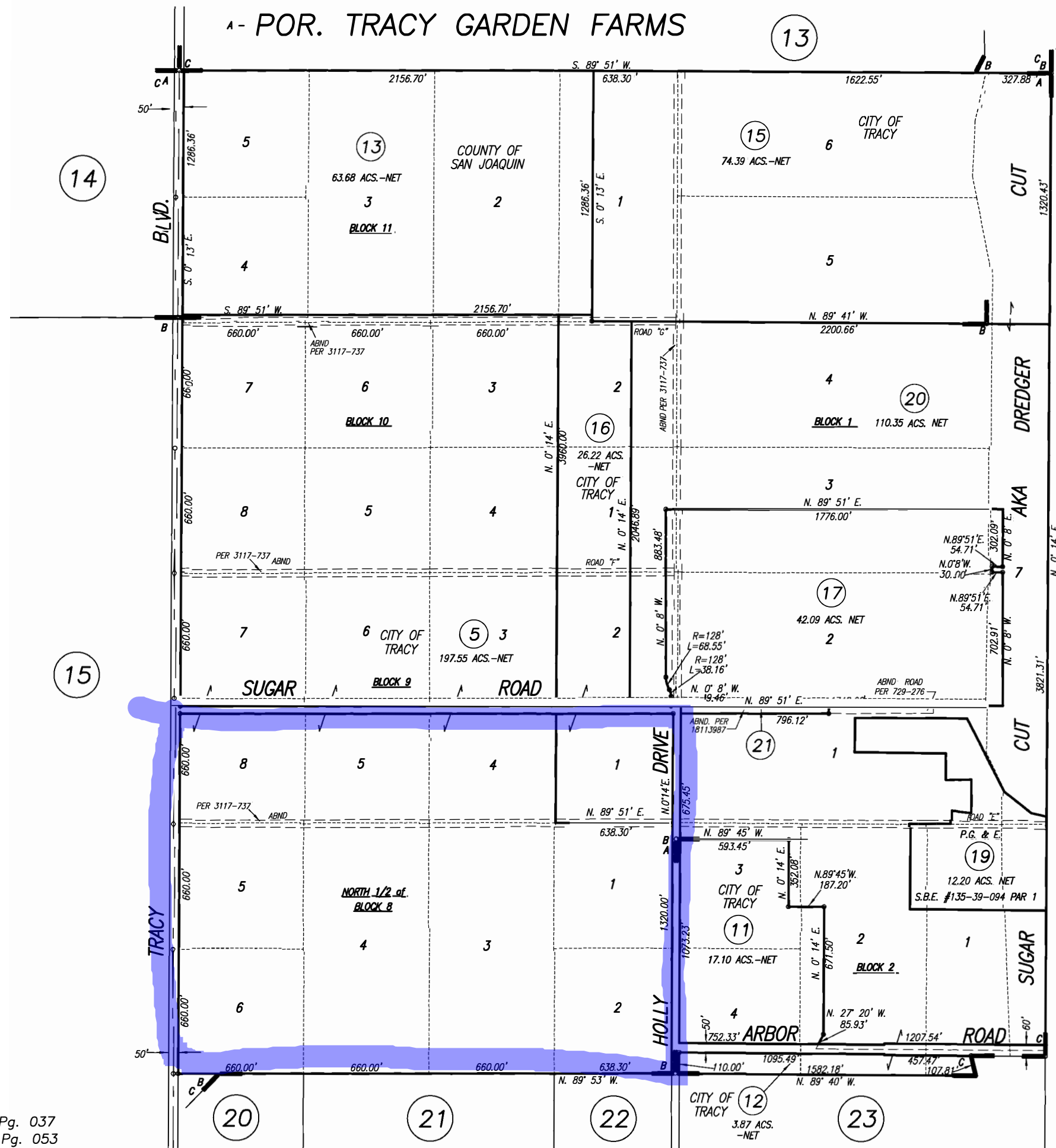
A - POR. TRACY GARDEN FARMS

THIS MAP IS FOR
ASSESSMENT USE ONLY

212-16



DISCLAIMER
The sole purpose of this document is for the assessment and collection of County property taxes. County makes no representation or warranty, express or implied, about the completeness, accuracy, reliability or authenticity of the information set forth in this document. Therefore, this document should not be relied upon to determine the legal ownership of any specific parcel(s), nor to facilitate any real property transaction(s) between private parties. County is not liable for any loss or damage whatsoever arising from or in connection with the use of or reliance upon this document(s).



Bk.
213

HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
90-91	3		
03-04	8		
04-05	12		
12-13	14		
16-17	16		
18-19	18	20	
21-22	21		

CITY OF TRACY
Assessor's Map Bk.212 Pg.16
County of San Joaquin, Calif.

C - R. S. Bk. 34 Pg. 037
B - R. S. Vol. 04 Pg. 053
A - R. M. Bk. 08 Pg. 001

NOTE: Boundaries of Blocks 8-11 are the centerlines of abnd roads E-G

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

Recorded at the request of
and after recording, return to:

City Clerk, City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

(No recording fee, under Government Code §27383)

LEASE AGREEMENT

THIS Lease Agreement (hereinafter "Agreement") is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "City"), and SAS Farms, LLC., a Limited Liability Company (hereinafter "Lessee").

RECITALS

- A. City owns approximately 1200 acres of agricultural land generally located between Corral Hollow Road to the West, Whitehall Rd and South Tracy Boulevard to the North, MacArthur Drive to the East and Larch Road to the South, which was acquired in 2003 as part of the Holly Sugar property purchase.
- B. These agricultural parcels were purchased to provide future expansion of the wastewater treatment plant and are leased for agricultural purposes until needed for capacity and treatment of wastewater processing.
- C. The leases, being primarily for farming and other agricultural practices, are not subject to consideration of the Surplus Land Act as the exemption for entering of a lease for surplus land on which no development or demolition will occur, regardless of the term of the lease, is applicable.
- D. Lessee is a California Limited Liability Company engaged in agricultural farming practices and has previously leased approximately 577.92 acres in farmable agricultural fields (Attachment A) and two farm dwelling units for nearly 18 years, hereinafter known as "Premises".
- E. Lessee currently leases the Premises with a 10 year term expiring December 31, 2024.
- F. City desires to have the Premises farmed using modern and productive farming practices and to that end desires to lease the Premises to Lessee, and Lessee desires to lease said Premises from City, which is the subject of this Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE upon the following terms and conditions:

1. **INCORPORATION OF RECITALS.** The above recitals are true and correct and are hereby made a part of this agreement.
2. **TOTAL ACREAGE OF PREMISES.** Total usable farmable agricultural land for the purpose of this agreement is 488.69 acres on six (6) City-owned parcels (APN: 212-14-006, 212-14-007, 212-15-002, 212-15-003; 212-16-005, and 212-16-015).

3. **TERM:** This Agreement will commence on January 1, 2025, and will run through December 31, 2034, unless otherwise terminated by either City or Lessee. City or Lessee may terminate this Agreement by giving written notice to the other six months in advance of the termination date.
4. **LEASE PAYMENT.** Beginning January 1, 2025, Lessee agrees to pay the City a fixed rate lump sum in the amount of nine thousand six hundred dollars (\$9,600) per month through December 31, 2025. Beginning January 1, 2026, the monthly lease payment will increase by a flat rate of three percent (3%) annually on January 1 of each subsequent year through the term of the contract.

January 1 each year = 3% increase				Percentage Increase
YEAR	3.00%	assumed	New Monthly Fee	Total Revenue - Annually
1/1/2025			\$ 9,600.00	\$ 115,200.00
1/1/2026	\$	288.00	\$ 9,888.00	\$ 118,656.00
1/1/2027	\$	296.64	\$ 10,184.64	\$ 122,215.68
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1/1/2033	\$	354.20	\$ 12,160.99	\$ 145,931.91
1/1/2034	\$	364.83	\$ 12,525.82	\$ 150,309.87
12/31/2034	End of Term		\$ 12,525.82	\$ 150,309.87

Lease payment is due in an aggregate amount, on the first day of January and the first day of July, in an amount equal to the lease payment due for the succeeding six (6) month period that the Agreement is in effect (By way of example, lease payment due on January 1, 2025, would be \$57,600 for the period commencing on January 1, 2025, and ending on June 30, 2025). These payments will be directed to the address specified in 4.1 below.

4.1 Payment shall be sent to: City of Tracy
RE: SAS Farms, LLC. Lease
 Finance Department
 333 Civic Center Drive
 Tracy, CA 95376

5. **CONSENT TO ENTER.** In exchange for managing vegetation and weed abatement including upkeep of the property of approximately 90 acres on APN# 212-15-004 and 20 acres on APN# 212-16-015 (not identified as part of Lessee's farmable land total), City consents to Lessee's access via dirt road on City's real property between portions of APN# 212-15-002 and 212-15-004 for agricultural purposes at Lessee's discretion.

6. **PERMITTED USES:** Lessee agrees to prepare and maintain the Premises, all at Lessee's own cost and expense solely for agricultural farming purposes. Lessee agrees to practice sustainable and environmentally sound farming practices. Lessee further agrees as follows:

- 6.1 Use of the Premises shall conform to all applicable rules and regulations governing the property, including, but not limited to, local zoning, building, and fire codes.
- 6.2 Lessee is responsible for safely securing all property and equipment and for safely storing all materials in accordance with State and local laws.
- 6.3 Lessee shall keep the Premises free and clear of all rubbish, trash, and weeds.
- 6.4 Upon termination of its lease, Lessee shall return the Premises to the same, or substantially similar, condition as exists on the commencement date of this lease.
- 6.5 Lessee and its employees, agents or invitees shall access the Premises from the driveway and gate on Tracy Boulevard only.
- 6.6 Lessee shall use the Premises for agricultural farming purposes. Other materials may be received/ processed/stored provided the materials are approved in writing by the City. All materials must be contained on-site.

7. **ACCEPTANCE AND MAINTENANCE OF PROPERTY:** Lessee further agrees that:

- 7.1 Lessee acknowledges and agrees that it accepts the Property in its "AS IS/WITH ALL FAULTS" condition, without any liability or obligation on the part of City to make any alterations, improvements or repairs of any kind which would constitute a change to the present condition of the Property. Lessee further acknowledges and agrees that it has inspected and evaluated the Property and determined that it is suitable for the permitted uses, without reliance on any statements made by the City. that agrees to prepare and maintain the Property, all at Lessee's own cost and expense
- 7.2 Lessee shall maintain and repair, as needed, the Property throughout the Term, at its sole cost and expense, and Lessee shall be liable for any and all damage to the Property caused by the Lessee, its employees, agents, or invitees.
- 7.3 Lessee shall keep the Property free and clear of all rubbish, trash, and weeds.
- 7.4 At the expiration or earlier termination of this Agreement, Lessee shall return the Property to the same, or substantially similar, condition as exists on the commencement date of this Agreement.

8. **ALTERATIONS AND MODIFICATIONS:** Lessee covenants and agrees not to install any fixtures or make any alterations, additions, erecting of structures or improvements to the Property without the prior written approval of City. All fixtures installed or additions and improvements made to the Property shall become City's property and shall remain on the Property at the termination of this Lease Agreement, however, such is terminated, without compensation or payment to Lessee.

9. **SUBLEASE:**

Lessee may not voluntarily or involuntarily assign or sublease this Lease without first obtaining City's written consent.

10. **REGULATIONS:** Lessee's use of the Property shall comply with all Federal, State, and local rules, regulations, laws, ordinances, and directives of competent authority applicable to the use of the Property.

11. HOLD HARMLESS: Lessee shall defend, indemnify, and hold the City, its officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Lease, including, but not limited to, those claims, injuries, damages, losses, or suits, and attorneys' fees based upon nuisance or inverse condemnation, excepting however, those claims, injuries, damages, losses, or suits, including attorneys' fees, for injuries and damages caused by the sole negligence of the City.

12. TAXES: Lessee shall pay, when due, any real property taxes levied against the leased Property as a result of any possessory interest taxes which may be imposed on Lessee's interest in the leased Property. This provision constitutes written notice to Lessee pursuant to California Revenue and Taxation Code Section 107. City shall not be responsible for payment of any such tax. No such tax shall in any way reduce or substitute for the charges or fees required to be paid as a condition of this Lease or as otherwise required by the City.

13. ENTRY AND INSPECTION: City reserves the right to enter the Property at any time and by whatever means necessary, including, but not limited to, the following situations: (a) in case of emergency, (b) to make necessary repairs and improvements, (c) to supply necessary services, (d) when City reasonably believes that the Lessee has abandoned or surrendered the Property, (e) to inspect the Property for Lease compliance, (f) pursuant to court order, (g) for necessary tests or surveying, or (h) installation and maintenance of irrigation facilities. When entering the Property, City shall take care to minimize disruption to Lessee's operations. City agrees to provide appropriate notification to Lessee of any approved entries to Property that City has given to any third party.

14. DEFAULT:

14.1 Lessee shall be in default of this Lease, if City determines that any of the following conditions exist (which conditions are not intended to constitute the exclusive basis for default):

- (a) Lessee is insolvent, bankrupt, or makes a general assignment of the benefit of the creditors.
- (b) Lessee abandons the Property.
- (c) Lessee violates any legal requirement relating to the Use of the Property.
- (d) Lessee fails to remit payment of any installment or rent or of any amount owed to City
- (e) Lessee fails to abide by any covenant or condition contained in this Lease, including but not limited to Section 4 "Use".

14.2 In the event Lessee, fails within twenty (20) calendar days after receipt of written notice, to either cure the default or provide adequate written assurance to the reasonable satisfaction of City that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

- (a) Terminate the lease.
- (b) File an unlawful detainer action against Lessee to regain possession of the Property.
- (c) Any other judicial remedies available to City.

15. INSURANCE:

15.1 Lessee shall, throughout the duration of this Agreement, maintain insurance to cover Lessee, its agents, representatives, and employees in connection with the Use of the Property and this Agreement at the minimum levels set forth here.

15.2 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

15.6 Notice of Cancellation. Lessee 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. Lessee shall immediately obtain a replacement policy.

15.7 Authorized Insurers. All insurance companies providing coverage to Lessee 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.

15.8 Insurance Certificate. Lessee 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.

15.9 Substitute Certificates. No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Lessee shall provide a substitute certificate of insurance.

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

16. WAIVER: The waiver by either party of any provision or condition of this Lease Agreement shall not be construed to be a waiver of any other provision or condition of this Lease Agreement and shall not preclude the other party from demanding performance in accord with the other terms thereof nor shall any such waiver be construed to be permanent unless such waiver is in writing and signed by both City and Lessee.

17. FORCE MAJEURE: Except as to the payment of rent and for damages chargeable to the responsible party, neither City nor Lessee shall be chargeable with, liable for, or responsible to the other for anything or in any amount for any delay caused by fire,

earthquake, explosion, the elements, acts of God, riots, strikes, lockouts and any delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease Agreement.

18. RELATIONSHIP OF PARTIES: The relationship between City and Lessee shall always and only be that of lessor and lessee. Lessee shall never at any time during the term of this Lease Agreement become the agent of City, and City shall not be responsible for the acts or omissions of Lessee or its agents.

19. SEVERABILITY: The unenforceability, invalidity, or illegality of any of provision herein shall not render the other provisions unenforceable, invalid, or illegal.

20. RECORDATION: Pursuant to Government Code § 37393, this Agreement may be recorded in the Office of the County Recorder, County of San Joaquin, State of California.

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

To City:

City of Tracy
Director of Utilities
333 Civic Center Drive
Tracy, CA 95376

To Lessee:

SAS Farms, LLC
12801 Clifton Court Rd.
Stockton, CA 95206

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

22. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Lessee and City. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Signatures on following page

IN WITNESS WHEREOF, the parties agree to the full performance of the terms set forth.

IN WITNESS WHEREOF, the parties agree to the full performance of the terms set forth.

LESSOR: CITY OF TRACY

By: _____

Nancy D. Young
Mayor of the City of Tracy, California

Date: _____

ATTEST

BY: _____

Adrianne Richardson, City Clerk

APPROVED AS TO FORM:

By: _____

Bijal M. Patel, City Attorney

Date: _____

LESSEE: SAS FARMS, LLC.

By: _____

Vernon Arnaudo

Date: 12/9/24

Print Title: Managing Member

By: _____

Gregory Arnaudo

Print Title: Managing Member

Date: 12/9/24

By: _____

Franklin Arnaudo

Print Title: Managing Member

Date: 12-9-24

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

State of California

County of San Joaquin

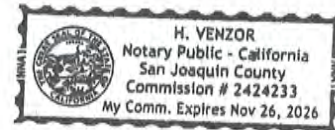
On Dec. 9, 2024 before me, H. Venzor, notary public a Notary Public, personally appeared Vernon Arnaudo, Gregory Arnaudo, and Franklin Arnaudo who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Signature]

Name: H. Venzor
(typed or printed)



(Seal)

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024 - _____

APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH SAS FARMS, LLC., A CALIFORNIA LIMITED LIABILITY CORPORATION, WITH A TERM OF TEN YEARS AND INITIAL ANNUAL RENT BEGINNING ON JANUARY 1, 2025, IN THE AMOUNT OF \$115,200, ADJUSTED AT A THREE PERCENT (3%) INCREASE ANNUALLY, BEGINNING ON JANUARY 1, 2026

WHEREAS, the City of Tracy (City) owns approximately 1200 acres of agricultural land generally located northerly between Corral Hollow Road and Holly Drive, within and outside the existing City limit line which it acquired in 2003 as part of the Holly Sugar property purchase; and

WHEREAS, these agricultural parcels were purchased by the Wastewater Treatment Plant to provide future expansion of the wastewater treatment plant and these parcels are now shown assets in the Wastewater Fund (521); and

WHEREAS, these agricultural parcels are currently leased until they are needed to provide capacity and treatment for the City of its wastewater collections; and

WHEREAS, on December 13, 2004, by DOC #2004-283598, the Tracy City Council approved a ten (10) year lease, expiring on December 31, 2014, with the Arnaudo Bros. to farm approximately 868 acres of the Holly Sugar property purchase; and

WHEREAS, on June 3, 2014, by Resolution 2014-088, the City Council approved a second ten (10) year lease agreement with the Lessee expiring on December 31, 2024, and reducing the acreage to 580.8 acres; and

WHEREAS, the members of Arnaudo Brothers, Inc. separated into three separate corporations in 2018 becoming Arnaudo Bros, Inc., Arnaudo Bros Transportation, Inc., and SAS Farms, LLC., and

WHEREAS, on or about February 14, 2018, the City entered into a tri-party, Assignment, Assumption, and Consent Agreement whereby the Arnaudo Bros., Inc. lease was assigned to SAS Farms, LLC., and

WHEREAS, on January 31, 2022, Michael Rogers, City Manager, approved Amendment No 1 to the Assignment, Assumptions, and Consent Agreement reducing the farmable land to 577.92 acres; and

WHEREAS, the City and the Lessee desire to continue their long-standing partnership where the City desires to lease the Property to Lessee, and Lessee desires to lease said Property from City, which is the subject of this Agreement; and

WHEREAS, the farmable acreage under this lease shall be 488.69 on parcels 212-14-006, 212-14-007, 212-15-002, 212-15-003, 212-16-005 and 212-16-015. In addition, the tenant shall continue to maintain the approximate 110 acres of non-farmable land on parcels 212-15-004 and 212-16-015, on behalf of the City; and

WHEREAS, the proposed lease is not subject to consideration under the Surplus Land Act (SLA) as the exemption under the SLA Guidelines for entering of a lease for surplus land on which no development or demolition will occur, regardless of the term of the lease, is applicable; now therefore be it

RESOLVED, That the City Council of the City of Tracy, hereby approves and authorizes the execution of a Lease Agreement attached as Exhibit 1, with SAS Farms, LLC., a California Limited Liability Corporation, with a ten-year (10) term; and be it

FURTHER RESOLVED, That the initial rent shall begin on January 1, 2025, in the amount of \$115, 200, and will adjust by three percent (3%) annually, beginning on January 1, 2026; and be it

FURTHER RESOLVED, The term of the new Lease Agreement will commence on January 1, 2025, and run through December 31, 2034, unless otherwise terminated by either the City or Lessee; and be it

FURTHER RESOLVED, That the City Council approves that this action is not considered a project as defined by Section 21065 of the Public Resources Code.

The foregoing Resolution 2024 - _____ was adopted by the Tracy City Council on December 17, 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

Exhibit 1: Lease Agreement with SAS Farms, LLC.

Recorded at the request of
and after recording, return to:

City Clerk, City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

(No recording fee, under Government Code §27383)

LEASE AGREEMENT

THIS Lease Agreement (hereinafter "Agreement") is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "City"), and SAS Farms, LLC., a Limited Liability Company (hereinafter "Lessee").

RECITALS

- A. City owns approximately 1200 acres of agricultural land generally located between Corral Hollow Road to the West, Whitehall Rd and South Tracy Boulevard to the North, MacArthur Drive to the East and Larch Road to the South, which was acquired in 2003 as part of the Holly Sugar property purchase.
- B. These agricultural parcels were purchased to provide future expansion of the wastewater treatment plant and are leased for agricultural purposes until needed for capacity and treatment of wastewater processing.
- C. The leases, being primarily for farming and other agricultural practices, are not subject to consideration of the Surplus Land Act as the exemption for entering of a lease for surplus land on which no development or demolition will occur, regardless of the term of the lease, is applicable.
- D. Lessee is a California Limited Liability Company engaged in agricultural farming practices and has previously leased approximately 577.92 acres in farmable agricultural fields (Attachment A) and two farm dwelling units for nearly 18 years, hereinafter known as "Premises".
- E. Lessee currently leases the Premises with a 10 year term expiring December 31, 2024.
- F. City desires to have the Premises farmed using modern and productive farming practices and to that end desires to lease the Premises to Lessee, and Lessee desires to lease said Premises from City, which is the subject of this Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE upon the following terms and conditions:

1. **INCORPORATION OF RECITALS.** The above recitals are true and correct and are hereby made a part of this agreement.
2. **TOTAL ACREAGE OF PREMISES.** Total usable farmable agricultural land for the purpose of this agreement is 488.69 acres on six (6) City-owned parcels (APN: 212-14-006, 212-14-007, 212-15-002, 212-15-003; 212-16-005, and 212-16-015).

3. **TERM:** This Agreement will commence on January 1, 2025, and will run through December 31, 2034, unless otherwise terminated by either City or Lessee. City or Lessee may terminate this Agreement by giving written notice to the other six months in advance of the termination date.
4. **LEASE PAYMENT.** Beginning January 1, 2025, Lessee agrees to pay the City a fixed rate lump sum in the amount of nine thousand six hundred dollars (\$9,600) per month through December 31, 2025. Beginning January 1, 2026, the monthly lease payment will increase by a flat rate of three percent (3%) annually on January 1 of each subsequent year through the term of the contract.

January 1 each year = 3% increase				Percentage Increase
YEAR	3.00%	assumed	New Monthly Fee	Total Revenue - Annually
1/1/2025			\$ 9,600.00	\$ 115,200.00
1/1/2026	\$	288.00	\$ 9,888.00	\$ 118,656.00
1/1/2027	\$	296.64	\$ 10,184.64	\$ 122,215.68
1/1/2028	\$	305.54	\$ 10,490.18	\$ 125,882.15
1/1/2029	\$	314.71	\$ 10,804.88	\$ 129,658.61
1/1/2030	\$	324.15	\$ 11,129.03	\$ 133,548.37
1/1/2031	\$	333.87	\$ 11,462.90	\$ 137,554.82
1/1/2032	\$	343.89	\$ 11,806.79	\$ 141,681.47
1/1/2033	\$	354.20	\$ 12,160.99	\$ 145,931.91
1/1/2034	\$	364.83	\$ 12,525.82	\$ 150,309.87
12/31/2034	End of Term		\$ 12,525.82	\$ 150,309.87

Lease payment is due in an aggregate amount, on the first day of January and the first day of July, in an amount equal to the lease payment due for the succeeding six (6) month period that the Agreement is in effect (By way of example, lease payment due on January 1, 2025, would be \$57,600 for the period commencing on January 1, 2025, and ending on June 30, 2025). These payments will be directed to the address specified in 4.1 below.

4.1 Payment shall be sent to: City of Tracy
RE: SAS Farms, LLC. Lease
 Finance Department
 333 Civic Center Drive
 Tracy, CA 95376

5. **CONSENT TO ENTER.** In exchange for managing vegetation and weed abatement including upkeep of the property of approximately 90 acres on APN# 212-15-004 and 20 acres on APN# 212-16-015 (not identified as part of Lessee's farmable land total), City consents to Lessee's access via dirt road on City's real property between portions of APN# 212-15-002 and 212-15-004 for agricultural purposes at Lessee's discretion.

6. **PERMITTED USES:** Lessee agrees to prepare and maintain the Premises, all at Lessee's own cost and expense solely for agricultural farming purposes. Lessee agrees to practice sustainable and environmentally sound farming practices. Lessee further agrees as follows:

- 6.1 Use of the Premises shall conform to all applicable rules and regulations governing the property, including, but not limited to, local zoning, building, and fire codes.
- 6.2 Lessee is responsible for safely securing all property and equipment and for safely storing all materials in accordance with State and local laws.
- 6.3 Lessee shall keep the Premises free and clear of all rubbish, trash, and weeds.
- 6.4 Upon termination of its lease, Lessee shall return the Premises to the same, or substantially similar, condition as exists on the commencement date of this lease.
- 6.5 Lessee and its employees, agents or invitees shall access the Premises from the driveway and gate on Tracy Boulevard only.
- 6.6 Lessee shall use the Premises for agricultural farming purposes. Other materials may be received/ processed/stored provided the materials are approved in writing by the City. All materials must be contained on-site.

7. **ACCEPTANCE AND MAINTENANCE OF PROPERTY:** Lessee further agrees that:

- 7.1 Lessee acknowledges and agrees that it accepts the Property in its "AS IS/WITH ALL FAULTS" condition, without any liability or obligation on the part of City to make any alterations, improvements or repairs of any kind which would constitute a change to the present condition of the Property. Lessee further acknowledges and agrees that it has inspected and evaluated the Property and determined that it is suitable for the permitted uses, without reliance on any statements made by the City. that agrees to prepare and maintain the Property, all at Lessee's own cost and expense
- 7.2 Lessee shall maintain and repair, as needed, the Property throughout the Term, at its sole cost and expense, and Lessee shall be liable for any and all damage to the Property caused by the Lessee, its employees, agents, or invitees.
- 7.3 Lessee shall keep the Property free and clear of all rubbish, trash, and weeds.
- 7.4 At the expiration or earlier termination of this Agreement, Lessee shall return the Property to the same, or substantially similar, condition as exists on the commencement date of this Agreement.

8. **ALTERATIONS AND MODIFICATIONS:** Lessee covenants and agrees not to install any fixtures or make any alterations, additions, erecting of structures or improvements to the Property without the prior written approval of City. All fixtures installed or additions and improvements made to the Property shall become City's property and shall remain on the Property at the termination of this Lease Agreement, however, such is terminated, without compensation or payment to Lessee.

9. **SUBLEASE:**

Lessee may not voluntarily or involuntarily assign or sublease this Lease without first obtaining City's written consent.

10. **REGULATIONS:** Lessee's use of the Property shall comply with all Federal, State, and local rules, regulations, laws, ordinances, and directives of competent authority applicable to the use of the Property.

11. HOLD HARMLESS: Lessee shall defend, indemnify, and hold the City, its officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Lease, including, but not limited to, those claims, injuries, damages, losses, or suits, and attorneys' fees based upon nuisance or inverse condemnation, excepting however, those claims, injuries, damages, losses, or suits, including attorneys' fees, for injuries and damages caused by the sole negligence of the City.

12. TAXES: Lessee shall pay, when due, any real property taxes levied against the leased Property as a result of any possessory interest taxes which may be imposed on Lessee's interest in the leased Property. This provision constitutes written notice to Lessee pursuant to California Revenue and Taxation Code Section 107. City shall not be responsible for payment of any such tax. No such tax shall in any way reduce or substitute for the charges or fees required to be paid as a condition of this Lease or as otherwise required by the City.

13. ENTRY AND INSPECTION: City reserves the right to enter the Property at any time and by whatever means necessary, including, but not limited to, the following situations: (a) in case of emergency, (b) to make necessary repairs and improvements, (c) to supply necessary services, (d) when City reasonably believes that the Lessee has abandoned or surrendered the Property, (e) to inspect the Property for Lease compliance, (f) pursuant to court order, (g) for necessary tests or surveying, or (h) installation and maintenance of irrigation facilities. When entering the Property, City shall take care to minimize disruption to Lessee's operations. City agrees to provide appropriate notification to Lessee of any approved entries to Property that City has given to any third party.

14. DEFAULT:

14.1 Lessee shall be in default of this Lease, if City determines that any of the following conditions exist (which conditions are not intended to constitute the exclusive basis for default):

- (a) Lessee is insolvent, bankrupt, or makes a general assignment of the benefit of the creditors.
- (b) Lessee abandons the Property.
- (c) Lessee violates any legal requirement relating to the Use of the Property.
- (d) Lessee fails to remit payment of any installment or rent or of any amount owed to City
- (e) Lessee fails to abide by any covenant or condition contained in this Lease, including but not limited to Section 4 "Use".

14.2 In the event Lessee, fails within twenty (20) calendar days after receipt of written notice, to either cure the default or provide adequate written assurance to the reasonable satisfaction of City that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

- (a) Terminate the lease.
- (b) File an unlawful detainer action against Lessee to regain possession of the Property.
- (c) Any other judicial remedies available to City.

15. INSURANCE:

15.1 Lessee shall, throughout the duration of this Agreement, maintain insurance to cover Lessee, its agents, representatives, and employees in connection with the Use of the Property and this Agreement at the minimum levels set forth here.

15.2 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

15.6 Notice of Cancellation. Lessee 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. Lessee shall immediately obtain a replacement policy.

15.7 Authorized Insurers. All insurance companies providing coverage to Lessee 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.

15.8 Insurance Certificate. Lessee 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.

15.9 Substitute Certificates. No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Lessee shall provide a substitute certificate of insurance.

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

16. WAIVER: The waiver by either party of any provision or condition of this Lease Agreement shall not be construed to be a waiver of any other provision or condition of this Lease Agreement and shall not preclude the other party from demanding performance in accord with the other terms thereof nor shall any such waiver be construed to be permanent unless such waiver is in writing and signed by both City and Lessee.

17. FORCE MAJEURE: Except as to the payment of rent and for damages chargeable to the responsible party, neither City nor Lessee shall be chargeable with, liable for, or responsible to the other for anything or in any amount for any delay caused by fire,

earthquake, explosion, the elements, acts of God, riots, strikes, lockouts and any delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease Agreement.

18. RELATIONSHIP OF PARTIES: The relationship between City and Lessee shall always and only be that of lessor and lessee. Lessee shall never at any time during the term of this Lease Agreement become the agent of City, and City shall not be responsible for the acts or omissions of Lessee or its agents.

19. SEVERABILITY: The unenforceability, invalidity, or illegality of any of provision herein shall not render the other provisions unenforceable, invalid, or illegal.

20. RECORDATION: Pursuant to Government Code § 37393, this Agreement may be recorded in the Office of the County Recorder, County of San Joaquin, State of California.

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

To City:

City of Tracy
Director of Utilities
333 Civic Center Drive
Tracy, CA 95376

To Lessee:

SAS Farms, LLC
12801 Clifton Court Rd.
Stockton, CA 95206

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

22. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Lessee and City. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Signatures on following page

IN WITNESS WHEREOF, the parties agree to the full performance of the terms set forth.

IN WITNESS WHEREOF, the parties agree to the full performance of the terms set forth.

LESSOR: CITY OF TRACY

By: _____

Nancy D. Young
Mayor of the City of Tracy, California

Date: _____

ATTEST

BY: _____

Adrianne Richardson, City Clerk

APPROVED AS TO FORM:

By: _____

Bijal M. Patel, City Attorney

Date: _____

LESSEE: SAS FARMS, LLC.

By: _____

Vernon Arnaudo

Date: 12/9/24

Print Title: Managing Member

By: _____

Gregory Arnaudo

Print Title: Managing Member

Date: 12/9/24

By: _____

Franklin Arnaudo

Print Title: Managing Member

Date: 12-9-24

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

State of California

County of San Joaquin

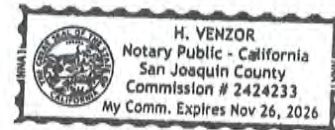
On Dec. 9, 2024 before me, H. Venzor, notary public a Notary Public, personally appeared Vernon Arnaudo, Gregory Arnaudo, and Franklin Arnaudo who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Name: H. Venzor
(typed or printed)



(Seal)

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the execution of a Freeway Maintenance Agreement with the California Department of Transportation for the Interstate 580/Lammers Road Undercrossing Project.

EXECUTIVE SUMMARY

This agenda item seeks the adoption of a resolution by the City Council approving the execution of a Freeway Maintenance Agreement with the California Department of Transportation (Caltrans) for the Interstate 580/Lammers Road Undercrossing Project (Project). The Freeway Agreement was executed pursuant to Resolution No. 2024-176, adopted by the City Council on October 15, 2024. The execution of this Freeway Maintenance Agreement is needed to satisfy Caltrans requirements and to delegate responsibilities between Caltrans and the City for the maintenance of the work completed pursuant to the Freeway Agreement executed between Caltrans and the City.

BACKGROUND AND LEGISLATIVE HISTORY

Currently, the Tracy Hills Specific Plan (THSP) area is separated by Interstate 580 (I-580), and Corral Hollow is the only access to the development. The Tracy Hills development was conditioned to build the Project in order to connect Lammers Road within the existing subdivision portions, known as Tracy Hills Phase 1 (A and B), to the new subdivisions, known as Tracy Hills Phase 2, under the existing I-580 bridge owned by Caltrans.

As per Caltrans protocols, a Freeway Agreement is executed before the construction begins and is used as a framework to establish a Freeway Maintenance Agreement, delegating duties and responsibilities between the local agency and Caltrans for the maintenance once the construction is completed. Caltrans and the City mutually agreed to execute the Freeway Agreement after the completion of the Project to avoid any delays. The Freeway Agreement was executed pursuant to Resolution No. 2024-176. The execution of this Freeway Maintenance Agreement is needed to satisfy Caltrans requirements and to delegate responsibilities between Caltrans and the City for the maintenance of the work completed.

Prior to the Project, Lammers Road was an existing local two-lane road that terminates on the north side of the California Aqueduct north of I-580 with no existing crossing of I-580. The existing bridges in each direction of I-580 are 3-spans with columns at the bent supports between the spans and unpaved abutment slopes. In order to support circulation for THSP-development, Lammers Road had to be extended under I-580 to connect new local street networks being completed on both sides of I-580 and provide an alternative crossing under I-580 to the adjacent and existing Corral Hollow Road. City staff, in coordination with Integral Communities (Developer), worked with Caltrans with respect to the design and construction of the Lammers Road undercrossing at I-580, Caltrans Project ID 1021000044 (Valpico Undercrossing – Caltrans Bridge No. 29-0165 R/L).

The Developer was responsible for the construction of the public roadway improvements for the Project. Upon final design approval by the City Engineering Division, the Developer entered into

an Off-Site Improvement Agreement (OIA) with the City for 'Lammers Road Undercrossing Improvements at I-580, ENG21-0037' per the authority granted in Resolution No. 2023-126 on July 5, 2023. The OIA granted the Developer the authority to construct the improvements per the approved plans and specifications. Once fully accepted and operational, the Project will provide a new two-lane local roadway and shared-use path for pedestrians and bicyclists within the Caltrans right-of-way under existing bridges along the eastbound (EB) and westbound (WB) I-580 mainline. No ramp connections between Lammers Road and I-580 were proposed for this Project, and no modifications were proposed to the I-580 mainline.

The improvements included:

- Two-lane road with 10 ft lanes and 1 ft shoulders within Caltrans right-of-way.
- Retaining walls with concrete barriers adjacent to the roadway to protect existing columns supporting the bridges on the I-580 mainline.
- Shared use path for bicyclists and pedestrians 12 ft wide to the east of the roadway between existing columns and abutments for the bridges on the I-580 mainline with a retaining wall on the east side of the path.
- Installed New drainage systems connecting to existing cross culverts under the I-580 mainline.
- Installed New lighting for the roadway and shared use path.
- Continuation of new utilities (electrical, communication, gas, and sewer) for the developments on both sides of I-580.

ANALYSIS

On October 19, 2021, the Tracy City Council (City Council) adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2. It approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 (Tentative Map).

The approval of the Tentative Map by the City Council was subject to specified conditions of approval (Conditions). With Conditions of Approval C2.7.3, the Developer was obligated to construct improvements for the Lammers Road Extension, including the Lammers Road Undercrossing of I-580. C2.7.3 outlines the following specifications for the Project:

"Lammers Road and Other In-tract Streets – Improvements"

Design and construction details for Lammers Road, between Tracy Hills Drive and Corral Hollow Road, and the in-tract streets such as asphalt concrete pavement, curb, gutter, median curb, sidewalks, street lights, fire hydrants, landscaping with automatic irrigation system, storm drains, catch basin and drop inlets, sanitary sewer mains and laterals, water mains, individual water services and meters, pavement marking and striping, traffic signs, driveways, curb ramps and all other street improvements shall comply with Vesting Tentative Subdivision Map (VTSM), Traffic Study and City Regulations, and shall be shown on the Improvement Plans. Interim improvements under I-580 include a 5' wide sidewalk on the east side only. Improvements along Lammers Road and certain in-tract streets shall also include Class I bikeways or Class II bike lanes in accordance with the VTSM and Traffic Study. Interim improvements under I-580 do not include Class 1 bikeways or Class II bike lanes. Lammers Road and Street B improvements adjacent to the school site on Lot H shall be constructed in accordance with the VTSM and Traffic Study and are subject to the review and approval of Jefferson School District.

Since this undercrossing came into existence after the Project Area was incorporated within the City, a new Freeway Agreement and Freeway Maintenance Agreement are necessary between the local agency and Caltrans. As per Caltrans Freeway Agreement protocols, a Freeway Agreement gets executed first, and this process should take place before construction. However, due to delays and changes in staffing from both the City and Caltrans, both parties agreed to approve the Freeway Agreement after construction. The executed Freeway Agreement is then used to establish a Freeway Maintenance Agreement between the local agency and Caltrans.

On February 2, 2023, the City Project Manager and the Caltrans Project Lead determined that expediting the construction of the improvements would be in the best interest of both parties. They agreed to review and finalize the Freeway Agreement concurrently with the Project construction and to approve its execution before Project acceptance. The Project is completed, which necessitates the execution of this Agreement in preparation for the final acceptance of the improvements.

The purpose of this Agreement is to establish a framework for the partnership between the City and Caltrans for the construction acceptance of the Lammers Road Undercrossing improvements. The Agreement outlines how right-of-way will be acquired, and how the City will assume control and maintenance of relocated City streets, frontage roads, and other local roads constructed as part of the Project.

The Freeway Agreement is the first step required in order for Caltrans to accept the Project improvements. Upon approval by the City Council, the resolution will be shared with Caltrans to execute the Freeway Agreement and prepare the Maintenance Agreement that will follow the Freeway Agreement.

On October 15, 2024, Resolution No. 2024-176 approved a Freeway Agreement between the City of Tracy and Caltrans, agreeing on the maintenance of the local streets and roads system required for the development of I-580 within the jurisdictional limits of the City of Tracy as a freeway.

Under the Freeway Maintenance Agreement, the City and Caltrans agree to accept respective operational and maintenance responsibilities and related associated costs. Maintenance activities are limited and apply only to landscaping, litter control, graffiti abatement, and lighting adjacent to sound walls and crossing structures. These include keeping, inspecting, and maintaining the agreed locations in a safe, clean, and orderly condition. The City further agrees to repair or replace damaged deck wearing surface and drainage inlets for the City side overcrossing and undercrossing. The City's responsibilities are summarized as follows:

- Vehicular and Pedestrian Overcrossings – City will maintain the deck wearing surface and drainage inlets, lighting sidewalks, signs, pavement markings and bridge rails.
- Vehicular and Pedestrian Undercrossings – City will maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage, and lighting.
- Walls and Columns – City will maintain City-side of any wall structure or column free of debris, dirt, and graffiti.
- Landscape Areas – City will maintain any plantings or other types of roadside development lying outside of the fenced right-of-way area reserved for exclusive freeway

use including the landscape slopes along Puente Avenue.

- Interchange Operations – City has no maintenance responsibilities dealing with the operations at interchanges. It is Caltrans' responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.
- Electrically Operated Traffic Control Devices – City and Caltrans agree to share responsibility for maintenance, repairs, replacement and energy costs of safety lighting, traffic signals, or other necessary electrically operated traffic control devices placed on City streets and roads and at ramp connections.

FISCAL IMPACT

The maintenance of the improvements will be funded by the Community Facilities District (CFD) No. 2016-1 (Tracy Hills) and included in the City's Public Works Operations budget.

COORDINATION

The Engineering Division coordinated with Caltrans and Developer for the execution of the Freeway Agreement.

CEQA DETERMINATION

The Project was categorically exempt from the California Environmental Quality Act (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, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix, and services, and cultivating connections to promote positive change and progress in our community.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council, by resolution, approve the execution of a Freeway Maintenance Agreement with the California Department of Transportation for the Interstate 580/Lammers Road Undercrossing Project.

Prepared by: Sharat Bandugula, PE, Senior Civil Engineer

Reviewed by: Koosun Kim, PE, City Engineer
Sara Castro, Finance Director
Kamalpreet Gill, Deputy City Attorney
Karin Schnaider, Assistant City Manager

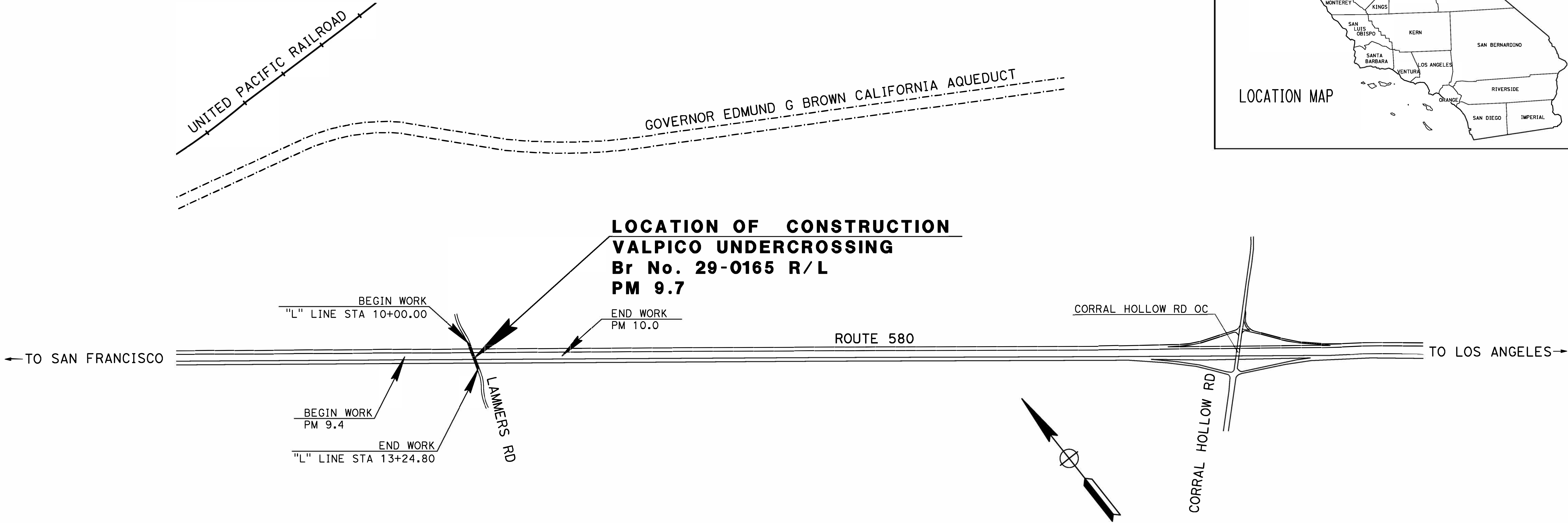
Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

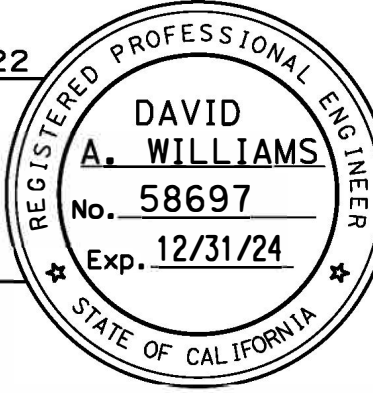
Attachment A – Caltrans Freeway Maintenance Agreement Map
Attachment B – Caltrans Freeway Maintenance Agreement

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
Freeway Maintenance Agreement with City of Tracy
ATTACHMENT A
IN SAN JOAQUIN COUNTY
IN TRACY AT VALPICO UNDERCROSSING
TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS DATED 2022

Sheet No.	INDEX OF PLANS Description
1	TITLE SHEET
2-3	TYPICAL CROSS SECTIONS
4	LAYOUT
5	PROFILE
6	CONSTRUCTION DETAILS
7	DRAINAGE AND UTILITY PLAN
8	DRAINAGE PROFILES
9	SEWER PROFILES
10	DRAINAGE DETAILS
11	EROSION CONTROL PLAN
12	PAVEMENT DELINEATION AND SIGN PLAN
13-15	ELECTRICAL PLANS
16-24	REVISED STANDARD PLANS
25-43	STRUCTURE PLANS RETAINING WALL GENERAL PLANS AND DETAILS



David Williams 11/30/22
PROJECT ENGINEER DATE
REGISTERED CIVIL ENGINEER



PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

MARK THOMAS
701 UNIVERSITY AVENUE, SUITE 200
SACRAMENTO, CA 95825

CITY OF TRACY
333 CIVIC CENTER PLAZA
TRACY, CA 95376

CONTRACT No.	10-1M8104
PROJECT ID	1021000044

NO SCALE

UNIT 0000 PROJECT NUMBER & PHASE 1021000044

NOTES:

- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- PROVIDE VEGETATION CONTROL TREATMENT UNDER PROPOSED GUARDRAIL PER CALTRANS STANDARD PLAN A77N5.
- WORK OUTSIDE OF CALTRANS R/W TO BE DONE BY OTHERS.
- FENCE POSTS TO BE SPACED EVENLY BETWEEN OVERCROSSING STRUCTURE COLUMNS AS DIRECTED BY THE ENGINEER.

LEGEND



SHARED USE PATH

ABBREVIATIONS:

AITs ALTERNATIVE IN-LINE TERMINAL SYSTEM
C&G CURB & GUTTER
AP ANGLE POINT

Dist

COUNTY

ROUTE

POST MILES TOTAL PROJECT

SHEET No.

TOTAL SHEETS

10

SJ

580

9.7

3

8

David Williams

REGISTERED CIVIL ENGINEER

11/30/22

DATE

DAVID A. WILLIAMS

No. 58697

Exp. 12/31/24

CIVIL

STATE OF CALIFORNIA

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

MARK THOMAS

701 UNIVERSITY AVENUE

SUITE 200

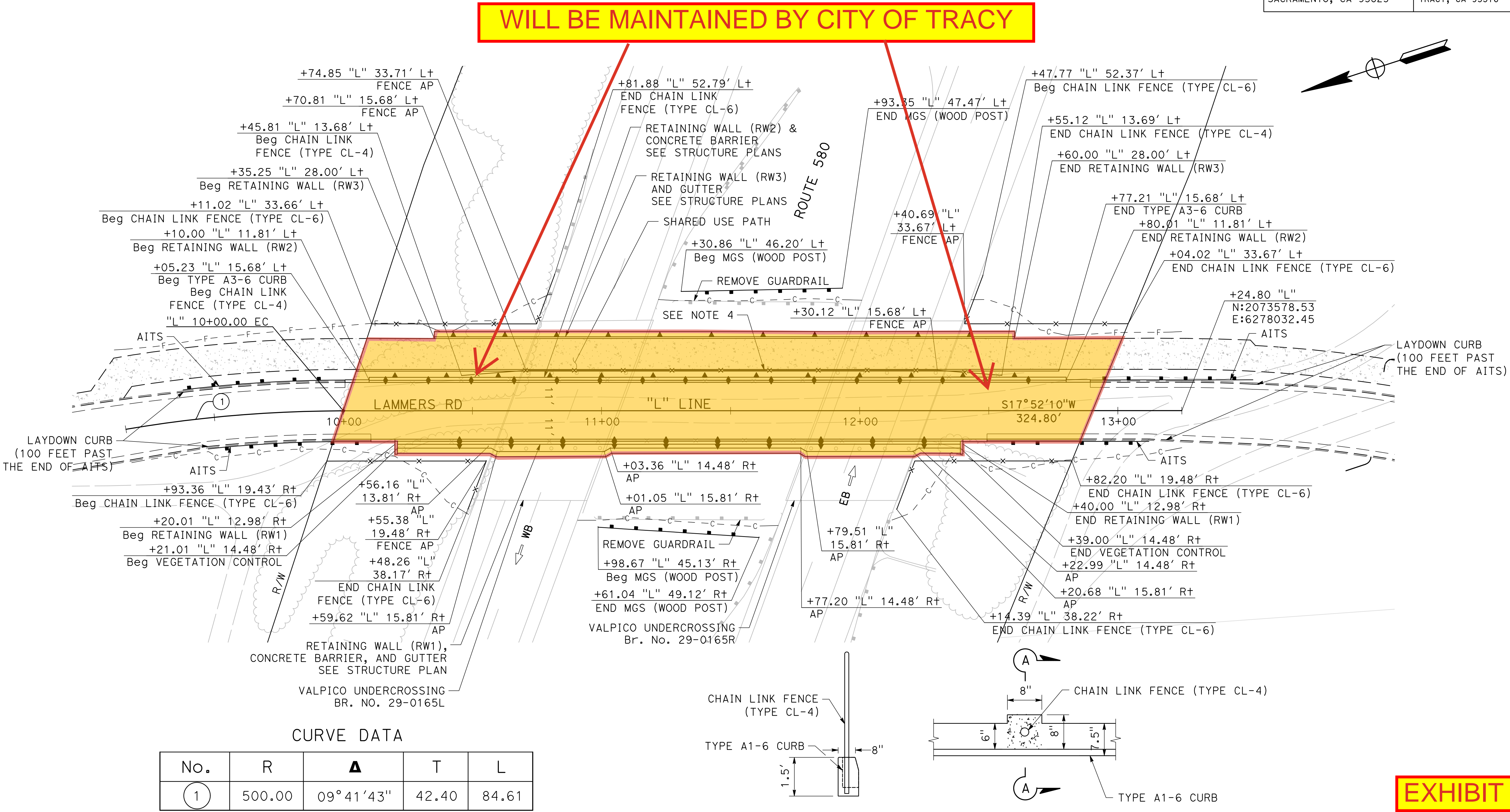
SACRAMENTO, CA 95825

CITY OF TRACY

CITY ENGINEER

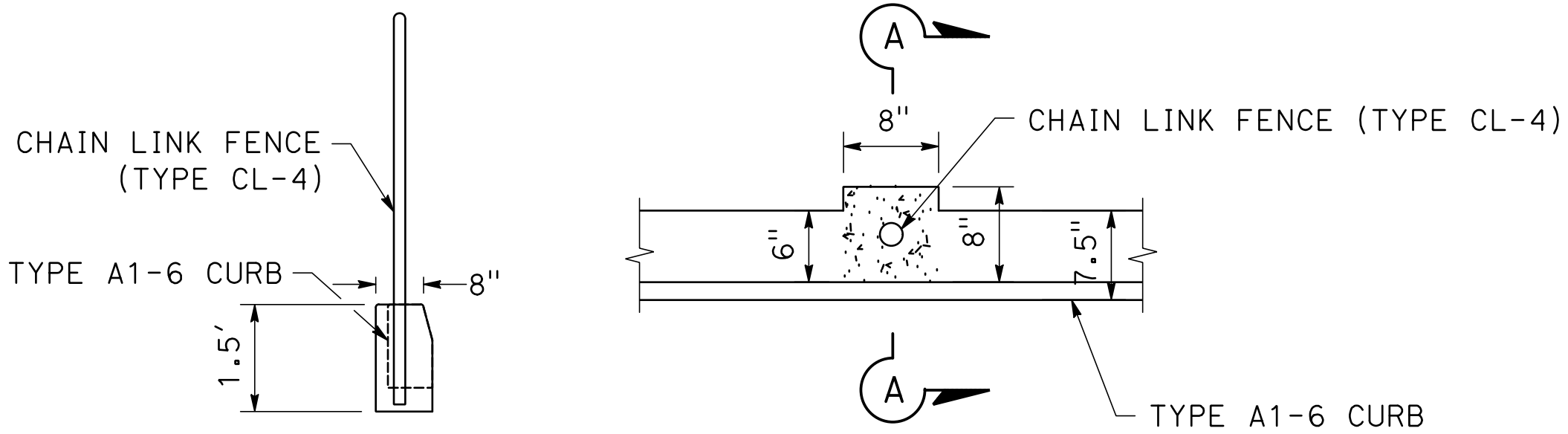
333 CIVIC CENTER PLAZA

TRACY, CA 95376



CURVE DATA

No.	R	Δ	T	L
1	500.00	09°41'43"	42.40	84.61



SECTION A-A
CHAIN LINK FENCE POST DETAIL

PLAN

FINAL SUBMITTAL

LAYOUT
SCALE: 1" = 20'
L-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	C. WONG	REVISOR	
Caltrans®	BRIAN SOWERS	CHECKED BY	N. PETROV	DATE	

LEGEND (THIS SHEET ONLY):

- 1

FURNISH AND INSTALL NEW LUMINAIRE WITH CALTRANS TYPE 15 POLE STANDARD FOUNDATION PER CALTRANS STANDARD PLANS RSP ES-6A AND ES-7N. CALTRANS REQUIRED FOUNDATION EMBEDMENT DEPTH SHALL BEGIN AT FOUNDATION EMBEDMENT DEPTH WHERE 4' OF SOUND SOIL IS PROVIDED HORIZONTALLY TO DAYLIGHT.
- 2

INSTALL 2"C, 3#8 (120/240 V, LIGHTING), 1#8 (GROUND).
- 3

FURNISH AND INSTALL SINGLE-SIDED FLASHING BEACON, ONE NEW R2-1(20) SIGN, AND BATTERY AND CONTROLLER ENCLOSURE WITH SOLAR PANEL ON NEW 1-B POLE.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
10	SJ	580	9.7	5	8

12/20/22

REGISTERED CIVIL ENGINEER

DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

KIMLEY-HORN
4637 CHABOT DRIVE
SUITE 300
PLEASANTON, CA 94588

CITY OF TRACY
CITY ENGINEER
333 CIVIC CENTER PLAZA
TRACY, CA 95376

REGISTERED PROFESSIONAL ENGINEER

NIKITA PETROV

No. 80570

Exp. 3/31/23

CIVIL

STATE OF CALIFORNIA

LUMINAIRES WILL BE MAINTAINED BY CITY OF TRACY

The diagram is a plan view of a lighting system for Route 580. It shows the intersection with Lammers Rd. Key features include:

- Route 580:** A multi-lane road running horizontally across the center.
- Lammers Rd:** A road intersecting Route 580 from the bottom.
- Caltrans R/W:** Right-of-way lines indicated by dashed lines.
- Luminaire Locations:** Three locations are marked with yellow circles and labeled with callout '1'. These are located at stationing 10+00, 11+00, and 12+00 along Route 580.
- Callout 2:** Points to the foundation and pole structure for the luminaires.
- Callout 3:** Points to a single-sided flashing beacon and its enclosure, located at stationing 9+04.91, 10+25.91, 11+36.29, and 12+47.08.
- Dimensions:** Various dimensions are provided for the beacon locations, such as 15.35' RT, 22.08' RT, 22.38' RT, and 22.13' RT.
- Notes:** Arrows point to the beacon locations with the text "CONNECT TO CITY LIGHTING SYSTEM (BY OTHERS)".
- Other Labels:** "ROUTE 580", "L" LINE, "WB" (Westbound), and "EB" (Eastbound) are also present.

EXHIBIT A

LIGHTING SYSTEM

SCALE: 1" = 20'

APPROVED FOR ELECTRICAL WORK ONLY.

E-2

BORDER LAST REVISED 7/2/2010

USERNAME =>
DGN FILE =>

RELATIVE BORDER SCALE
15 IN INCHES

0 1 2 3

UNIT 0000

PROJECT NUMBER & PHASE

00000000001

LAST REVISION
00-00-00

DATE PLOTTED =>
TIME PLOTTED =>

Exhibit A

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
10	SJ	580	9.7	6	8

12-22-22

REGISTERED STRUCTURAL ENGINEER DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CITY OF TRACY
333 CIVIC CENTER PLAZA
TRACY, CA 95376

MARK THOMAS
701 UNIVERSITY AVENUE, SUITE 200
SACRAMENTO, CA 95825

REGISTERED PROFESSIONAL ENGINEER

JASON BRADFORD HICKEY

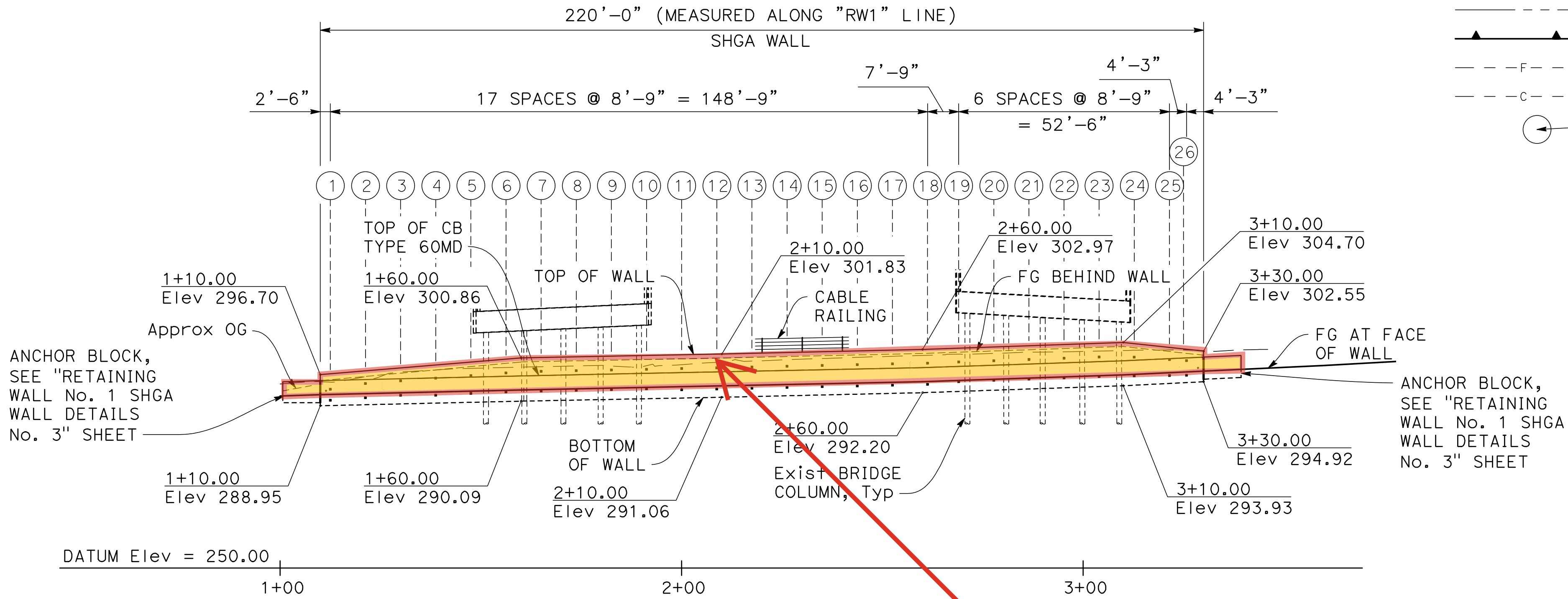
No. S5783

Exp. 6/30/24

STRUCTURAL

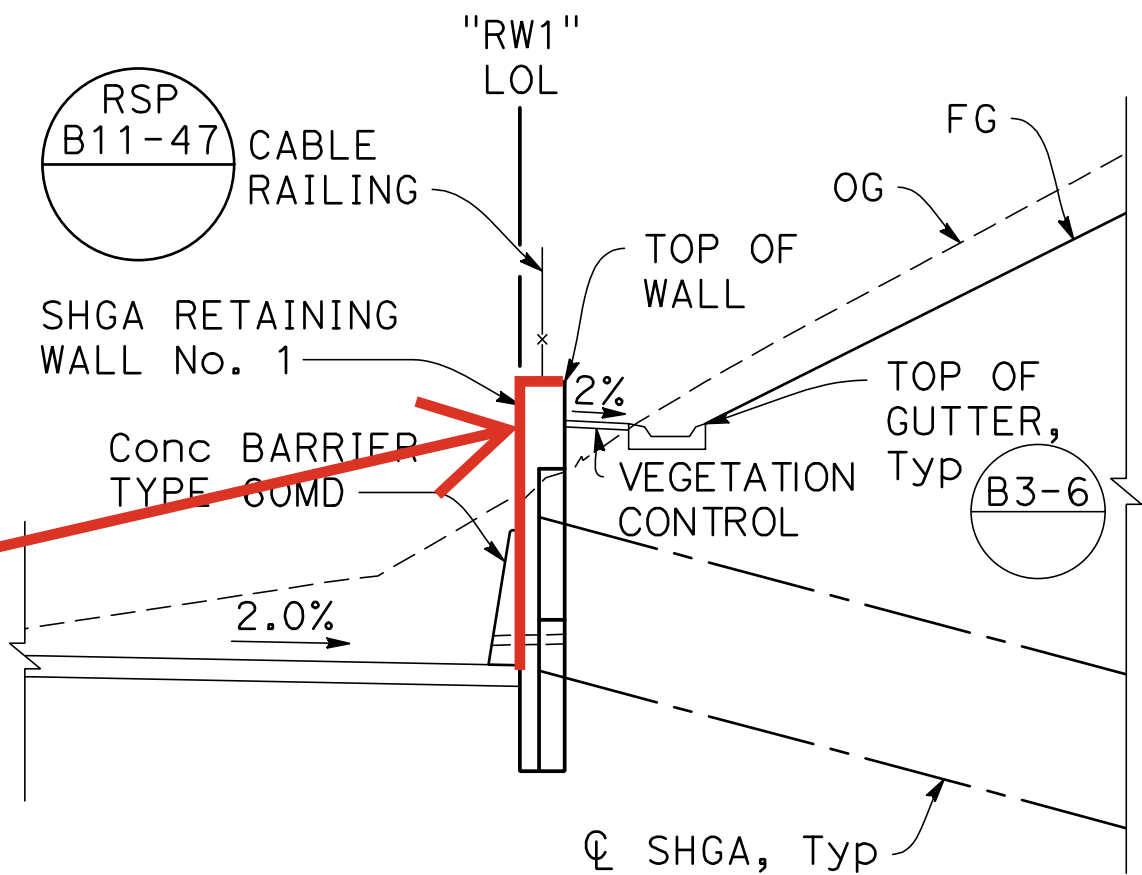
STATE OF CALIFORNIA

- LEGEND:
- Indicates Existing Structure
 - Indicates Wall
 - Indicates Fill
 - Indicates Cut
 - SHGA Column #

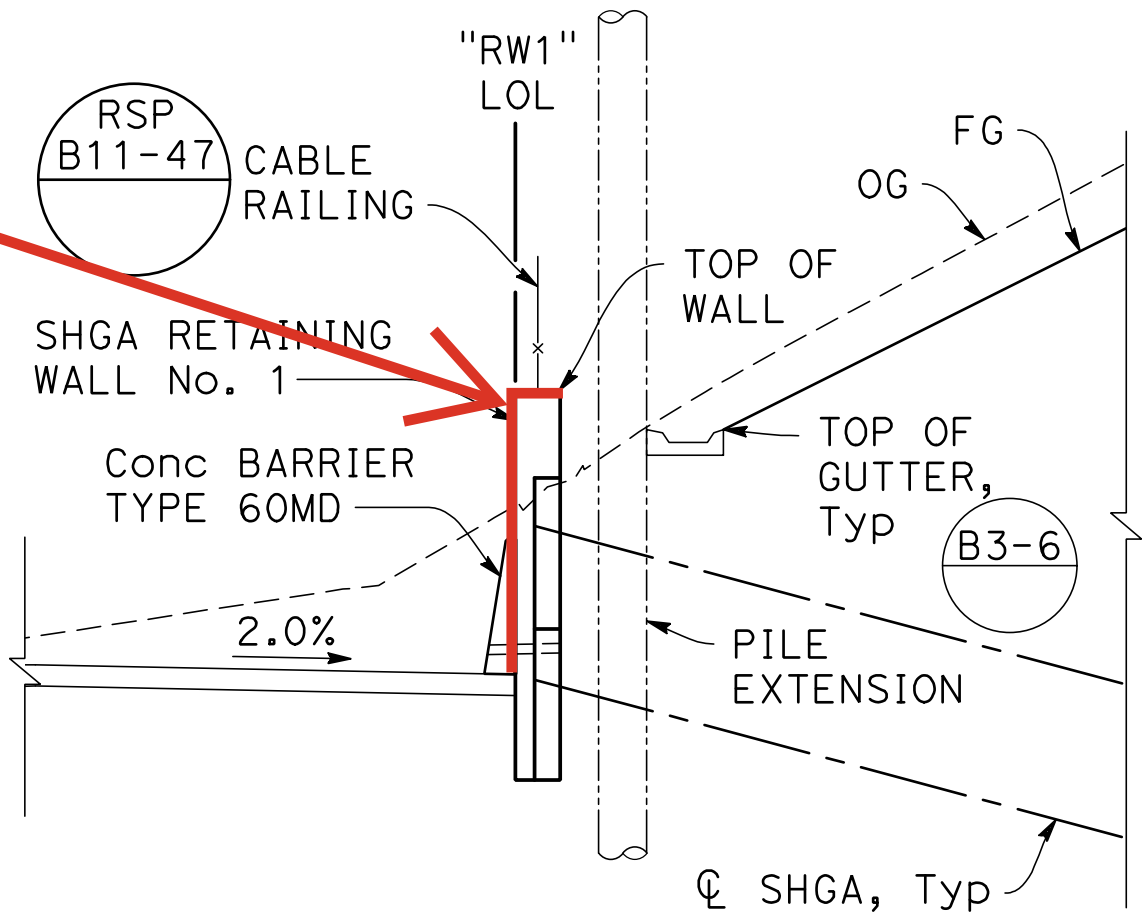


MIRRORED ELEVATION
SCALE: 1" = 20'

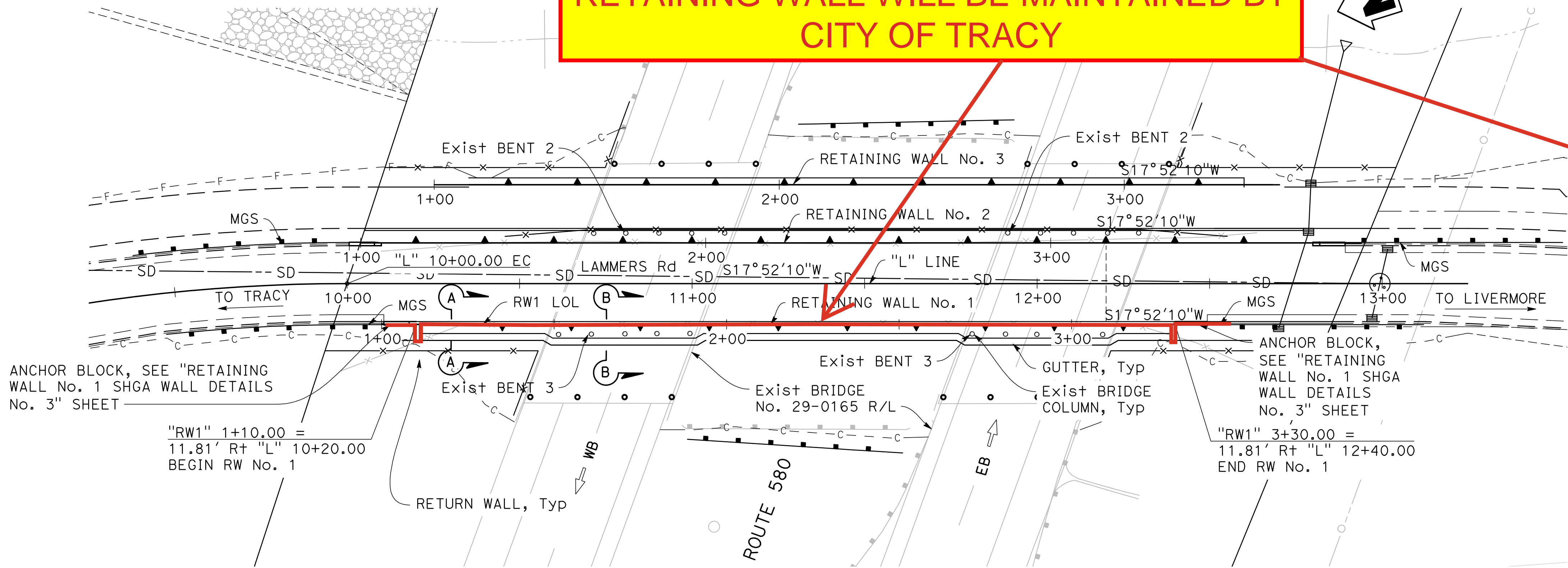
RETAINING WALL WILL BE MAINTAINED BY
CITY OF TRACY



SECTION A-A
SCALE: 1" = 5'



SECTION B-B
SCALE: 1" = 5'



PLAN
SCALE: 1" = 20'

NOTE:
THE CONTRACTOR SHALL VERIFY ALL
CONTROLLING FIELD DIMENSIONS BEFORE
ORDERING OR FABRICATING ANY MATERIAL.

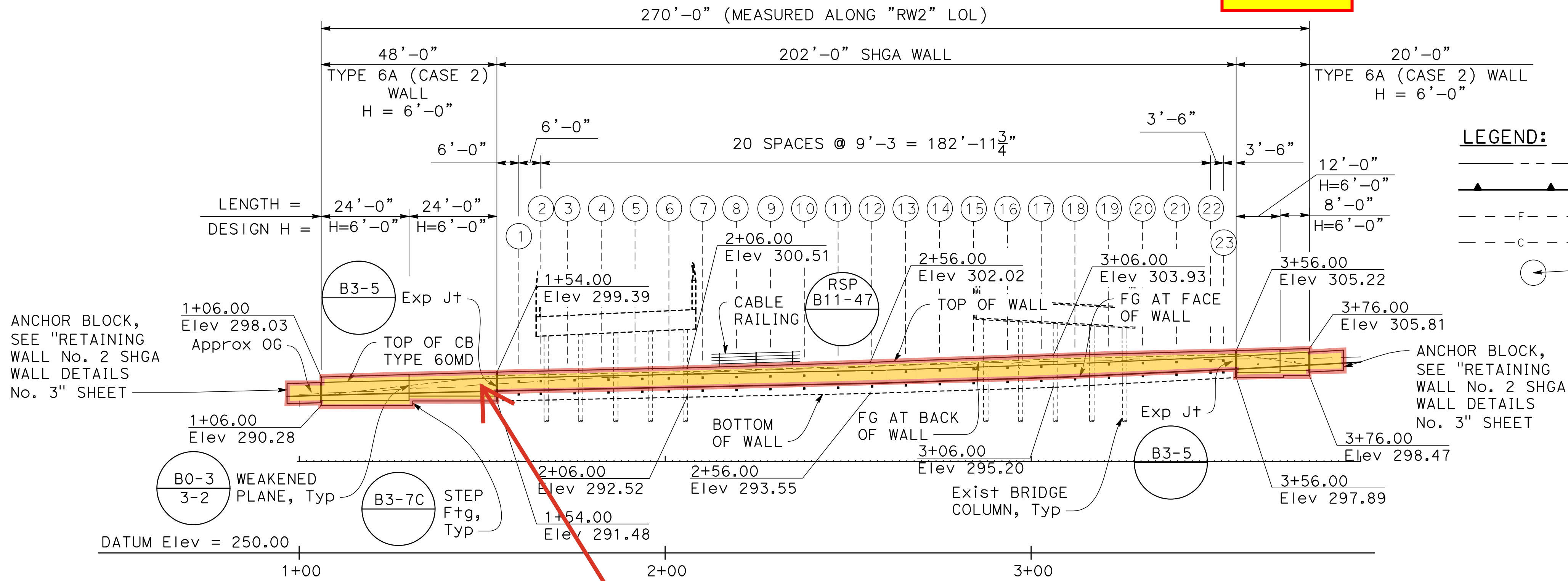
NOTE:
1. For INDEX TO PLANS, GENERAL NOTES, and
STANDARD PLAN LIST, see "KEY MAP" sheet.

EXHIBIT A

DESIGN OVERSIGHT	DESIGN	BY A. STA MARIA/J. HICKEY	CHECKED J. SAMPSON	LOAD & RESISTANCE FACTOR DESIGN		LIVE LOADING:		PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	J. HICKEY PROJECT ENGINEER	WALL NO.	RETAINING WALL No. 1							
	DETAILS	BY J. VALENZUELA	CHECKED J. SAMPSON	LAYOUT	BY A. STA MARIA	CHECKED J. HICKEY	29E0022											
	QUANTITIES	BY A. STA MARIA	CHECKED S. HIGHT	SPECIFICATIONS	BY J. HICKEY	PLANS AND SPECS COMPARED J. SAMPSON	POST MILES 9.7			GENERAL PLAN								
	SIGN OFF DATE																	
DESIGN GENERAL PLAN SHEET (ENGLISH) (REV. 03/14/12)										UNIT:0000 PROJECT NUMBER & PHASE:1021000044		CONTRACT NO.:10-1M8104		DISREGARD PRINTS BEARING EARLIER REVISION DATES		REVISION DATES 10/28/22		SHEET 2
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS									0		1		2		3			

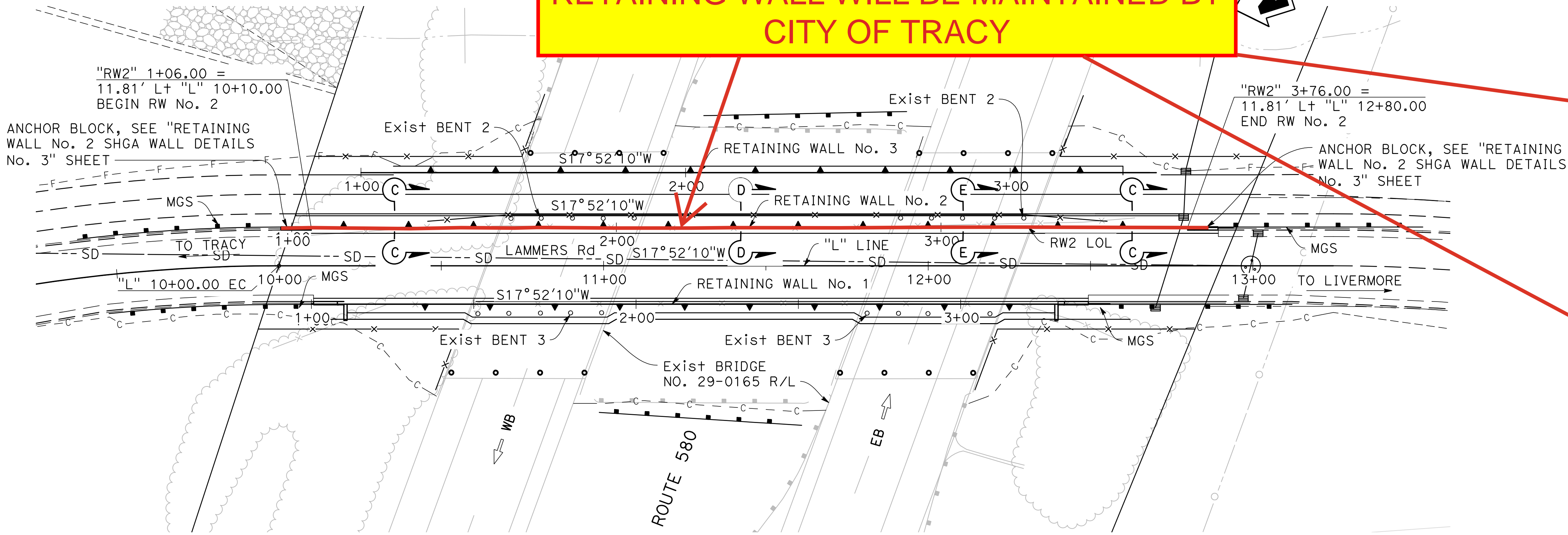
Exhibit A

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
10	SJ	580	9.7	7	8
REGISTERED STRUCTURAL ENGINEER			DATE 12-22-22		
PLANS APPROVAL DATE			REGISTERED PROFESSIONAL ENGINEER		
CITY OF TRACY 333 CIVIC CENTER PLAZA TRACY, CA 95376			JASON BRADFORD HICKEY No. S5783 Exp. 6/30/24 STRUCTURAL STATE OF CALIFORNIA		
MARK THOMAS 701 UNIVERSITY AVENUE, SUITE 200 SACRAMENTO, CA 95825					



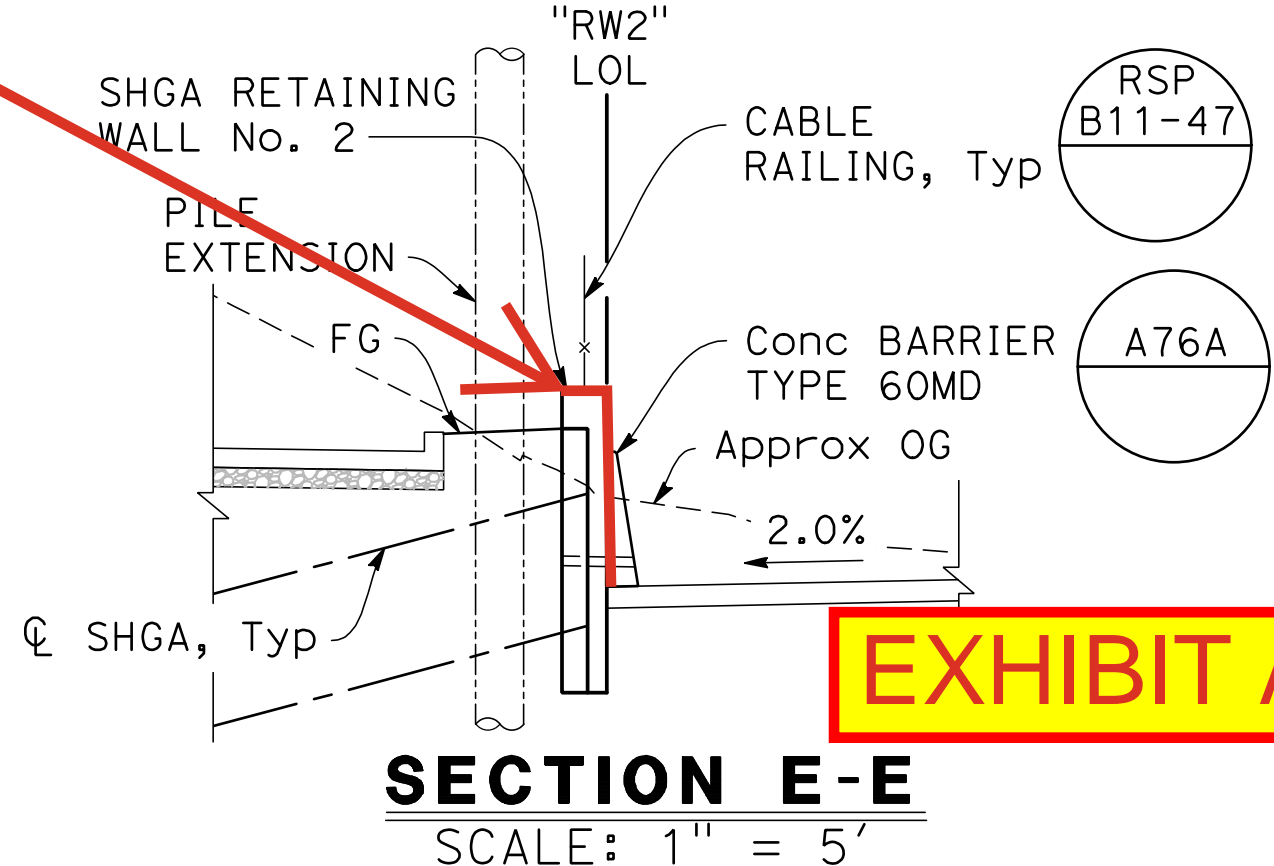
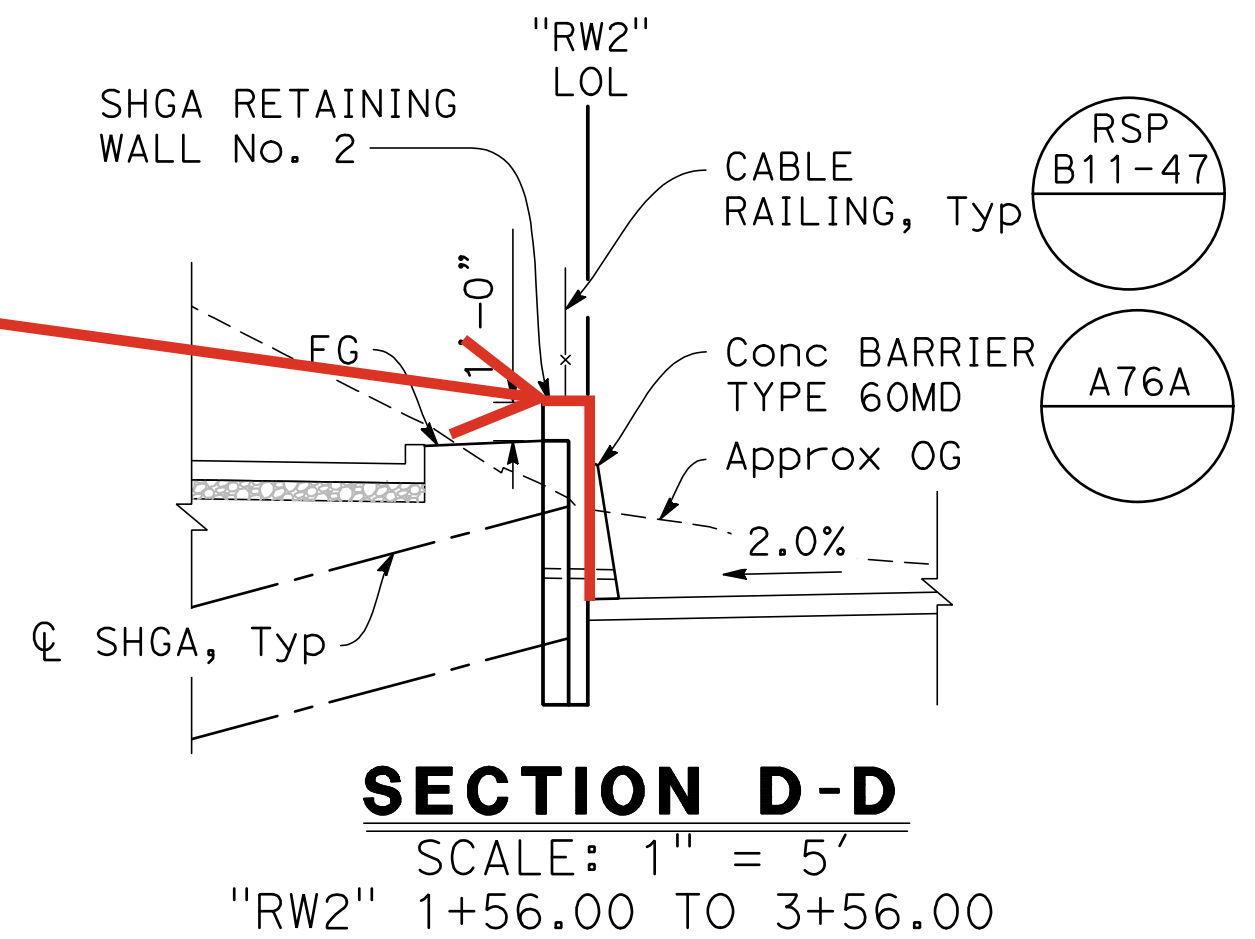
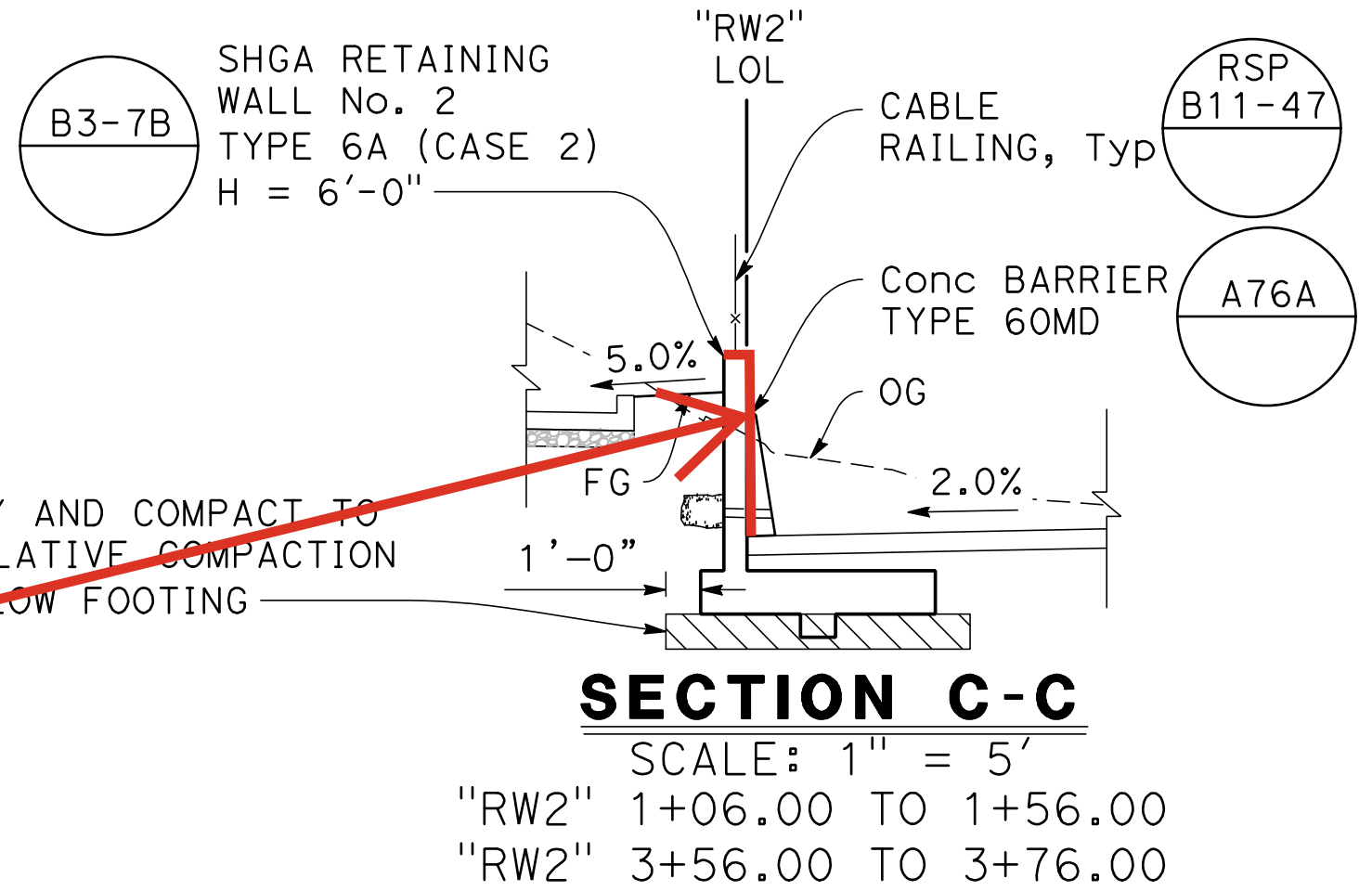
ELEVATION
SCALE: 1" = 20'

RETAINING WALL WILL BE MAINTAINED BY CITY OF TRACY



NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

NOTE:
1. For INDEX TO PLANS, GENERAL NOTES, and STANDARD PLAN LIST, see "KEY MAP" sheet.



DESIGN OVERSIGHT	DESIGN BY A. STA MARIA/J. HICKEY	CHECKED J. SAMPSON	LOAD & RESISTANCE FACTOR DESIGN	LIVE LOADING:	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	J. HICKEY PROJECT ENGINEER	WALL NO. 29E0023	RETAINING WALL No. 2 GENERAL PLAN	
SIGN OFF DATE	DETAILS BY J. VALENZUELA	CHECKED J. SAMPSON	LAYOUT BY A. STA MARIA	CHECKED J. HICKEY			POST MILES 9.7		
	QUANTITIES BY A. STA MARIA	CHECKED S. HIGHT	SPECIFICATIONS BY J. HICKEY	PLANS AND SPECS COMPARED J. SAMPSON					

**FREEWAY MAINTENANCE AGREEMENT
WITH
CITY OF TRACY**

This Freeway Maintenance Agreement ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE"), and the City of Tracy ("LOCAL AGENCY"); each may be referred to individually as a "PARTY," and jointly as "PARTIES."

RECITALS

1. WHEREAS, a Freeway Agreement dated December 11th, 2024 was executed between LOCAL AGENCY and STATE, to document the understanding between PARTIES regarding the planned traffic circulation features of the State Highway Route (SR) 580 and the adjustments of the local street and road system required for the development of that portion of SR 580 within the jurisdictional limits of the LOCAL AGENCY; and, a plan Map for such freeway was attached to the Freeway Agreement showing the delineation of STATE Highway and LOCAL AGENCY's streets and roadways; and
2. WHEREAS, pursuant to the above Freeway Agreement and the attached Map, LOCAL AGENCY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed LOCAL AGENCY streets, frontage roads, and other STATE constructed local streets, except for those portions adopted as a part of the freeway proper.
- 3.
4. WHEREAS PARTIES hereto mutually desire to clarify and define the PARTIES respective division of maintenance, and responsibilities as to their respective right of way and towards STATE HIGHWAY SYSTEM (SHS) facilities that include but are not limited to.
 - Vehicular Undercrossing
 - Vehicular Overcrossings
 - Non-vehicular Overcrossings
 - Non-vehicular Undercrossing
 - Walls- Retaining Walls, Columns, Soundwalls
 - Landscaped Areas
 - Screening
 - Interchange Operation
 - Bicycle Paths
5. State Highway System (SHS) Facilities.

Categories of SHS facilities covered under this AGREEMENT may include but are not limited to the following which are specifically identified in Exhibit A:

- **Vehicular overcrossings and bridges over STATE right of way:** These overcrossings are roadways constructed over and situated within State ROW supported by the deck, superstructure, and substructure ("Vehicular Overcrossings and appurtenant structures").
 - **Non-vehicular pedestrian and bicycle overcrossings and bridges:** These overcrossings are pedestrian/bicycle path(s) and structures constructed over and within STATE ROW ("Non-Vehicular Overcrossings").
 - **Vehicular and Non-vehicular undercrossing(s):** These undercrossings are roadway(s) or non-vehicular pathways crossing under STATE ROW and appurtenant structures situated within STATE ROW.
 - **Walls- Sound walls, Retaining walls:** These improvements include structural components of embankments and noise- reduction structures constructed within STATE ROW.
 - **Landscaped areas:** These areas include hardscaping, planting, vegetation and related landscaping improvements situated within outside of STATE ROW.
- Screening:** This includes fencing installed on a bridge safety barrier to protect the safety of the traveling public.

6. Definitions of Facility Components.

- A. **Deck surface** (wearing surface) – The surface of a bridge deck for vehicular, pedestrian, and bicycle traffic over the SHS (e.g.; roadway surface).
- B. **Deck** – The structural component of a bridge that supports and is below the deck surface (wearing surfaces) and above the superstructure.
- C. **Superstructure** – Structural portions of a bridge supported by bridge columns/piers which are located below the deck.
- D. **Substructure** – Structural components of a bridge that support the superstructure and distribute the load to bridge footings and foundations.
- E. **Bridge rails and posts** – Portions of a bridge attached to the bridge deck and deck surface on overcrossings.
- F. **Structural/Roadway Drainage Facilities** – Any facility provides drainage to any location, including but not limited to, culverts, wing walls, drains, drain inlets, gutters, curbs, and inlet grates.
- G. **Lighting** – Electrical lamps and light posts installed within State right of way that facilitate safe passage of traveling public.

H. **Signage**- Signs that provide any traffic related guidance.

OPERATIVE PROVISIONS

INSTRUCTION: Please include the following article if there exists Freeway maintenance Agreement for this portion of SR.

- 1.
2. **Maintenance Standards.** PARTIES shall perform all maintenance in compliance with the standards set forth in Streets and Highways Code section 27, and in accordance with California laws, regulations and STATE standards, including STATE'S Maintenance Manual, Code of Safe Operating Practices, policies, procedures and specifications in effect and as amended. "Maintain" or "maintenance" under this AGREEMENT includes routine inspections of all structures and facilities, repairs, cleaning, replacements, and improvements, if necessary.
3. **Control of Streets/Roads.** STATE is not responsible for maintaining, repairing, improving or replacing any property or improvements that do not constitute part of the State Highway System (SHS). STATE agrees to continue control those portions adopted as a part of SR 580 Freeway proper as shown in Exhibit A which is attached to and made a part of this AGREEMENT. PARTIES agree to their respective maintenance responsibility towards SHS facilities as specified in this AGREEMENT.
4. **REVISING EXHIBITS.** When another planned future improvement has been constructed and/or a minor revision has been affected within the limits of the freeway herein described. PARTIES can revise this maintenance agreement by mutually amending, replacing, or providing additional pages the Exhibits that has to be signed by authorized representatives of PARTIES. No formal amendment to the body of the Agreement will be necessary. The revised exhibit will thereafter supersede the previous Exhibit and become part of this Agreement.
5. **Amendment to Agreement.** Except as provided in the preceding section concerning Exhibit amendments, the terms of this AGREEMENT can be change only by a formal written amended by executed by all PARTIES.
6. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to accept the obligations of the LOCAL AGENCY by entering into a new

agreement with STATE, LOCAL AGENCY shall continue to be contractually bound by the terms of this AGREEMENT.

7. **Encroachment Permits.** Before LOCAL AGENCY may enter STATE ROW to install any encroachment or perform any maintenance or work in the areas covered by this AGREEMENT, LOCAL AGENCY must first apply for and obtain an encroachment permit(s) from the STATE's District 10 Encroachment Permit Office as per STATE's EP policy. LOCAL AGENCY must apply for and obtain additional encroachment permits, if necessary, to enter or perform any work within STATE ROW not covered by this AGREEMENT. An encroachment permit issued by the STATE will be at no cost to LOCAL AGENCY.
8. **Overcrossings (Vehicular and Non-vehicular).** STATE and LOCAL AGENCY shall maintain Overcrossings respectively as follows:
 - A. STATE shall inspect and maintain at STATE's expense, the structural components of the Overcrossing(s) which include the deck, superstructure, and substructure.
 - B. LOCAL AGENCY shall perform all maintenance, inspections, repair, replace or complete other improvements necessary to maintain the safety of the following components of the Overcrossing:
 1. Deck and road/street surface(s) installed on the deck;
 2. Structural Drainage facilities;
 3. All portions of the overcrossing structure situated on and above the bridge deck, including but not limited to lighting, traffic controls, traffic lights, sidewalks, signs, bike paths, pavement overlays, bridge rails and posts, pavement markings, striping, and improvements for compliance with the Americans with Disabilities Act (ADA); and
 4. Other improvements that may be constructed above or on the bridge deck with STATE's prior written approval.
 - C. Graffiti Removal. LOCAL AGENCY, at LOCAL AGENCY's expense, shall remove all graffiti and legally remove and dispose of all debris and trash from the facilities described in this Section. Any graffiti that resembles or on a mural, artwork, paintings, or other similar elements may not be removed without first consulting and obtaining approval from the STATE's District 10 Transportation Art Coordinator.
 - D. Unsheltered Encampments. STATE shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the overcrossing, subject to STATE's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal Law applicable State and Federal law.

Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Overcrossings.

- E. Screening. LOCAL AGENCY is not responsible for maintaining screening that STATE installs on STATE freeway overcrossings pursuant to Streets and Highways Code section 92.6

9. **Undercrossings (Vehicular and Non-Vehicular).** STATE and LOCAL AGENCY shall maintain Undercrossing(s) respectively as follows:

- A. STATE shall inspect and maintain, at STATE's expense, the structural components of the Undercrossing(s) including deck, deck surfaces, superstructure, substructure, structural drainage facilities and undercrossing facilities and improvements.
- B. LOCAL AGENCY, at LOCAL AGENCY's expense, shall inspect, maintain, repair, replace, or complete other improvements necessary to maintain the safety of the facilities noted below:
1. LOCAL AGENCY's improved and unimproved roadway sections, including but not limited to road surfaces, shoulders, curbs, sidewalks, gutters and wall surfaces;
 2. Roadway drainage facilities;
 3. All portions above the LOCAL AGENCY's improved and unimproved roadway facilities, including but not limited to lighting, traffic controls, traffic lights, sidewalks, signs, bike paths, pavement markings, bridge rails and posts, striping, and improvements for compliance with the ADA traveled way, shoulders, curbs, sidewalks, abutment slope, wall surfaces, retaining wall for graffiti only (including eliminating graffiti), drainage installations, drainage inlets, lighting installations, luminaires connected to City meter, traffic service facilities; and
 4. Other improvements that may be constructed on the improved or unimproved roadway section(s) with STATE's prior written approval.
- C. Graffiti Removal. LOCAL AGENCY, at LOCAL AGENCY's sole cost and expense, shall remove all graffiti described in this section. LOCAL AGENCY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE.

Graffiti removal must protect air and water quality as required by law. LOCAL AGENCY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06.

- D. Unsheltered Encampments. STATE shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the undercrossing, subject to State's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal law.

Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Undercrossings.

10. **Walls, Columns. Retaining wall and Soundwalls.** LOCAL AGENCY shall remove debris, trash, and graffiti and clean and paint any walls, soundwalls and similar structures on the sides facing LOCAL AGENCY's streets/roadways. Any graffiti on a mural, artwork, paintings, or other similar elements may not be removed without prior consultation with and approval from the STATE's District 10 Transportation Art Coordinator.

11. **Bicycle, Pedestrian Paths, Lanes and trails (TRAIL)**

- A. LOCAL AGENCY is solely responsible for, and will maintain, TRAIL and all its related facilities including, but not limited to: paving, supportive structural components, aggregate base shoulder, retaining walls, bridges (of any sort), all railings, bollards, storm water control measures, all fences, guard railing, drainage facilities, and slope and structural adequacy of bicycle/pedestrian TRAIL and any plantings or other types of roadside development installed as part of PROJECT located and constructed within LOCAL AGENCY jurisdiction in STATE's right of way.
- B. In addition, LOCAL AGENCY will provide a safe facility for bicycle and pedestrian travel along the entire length of the TRAIL by providing sweeping and debris removal when necessary. LOCAL AGENCY will maintain all signing and striping, electrical facilities (solar or otherwise), and pavement markings required for the direction and operation of that non-motorized facility
- C. Failure by LOCAL AGENCY to maintain TRAIL as per the terms of this Agreement will amount to a breach of the terms of the

Encroachment Permit and this Agreement and subject to the remedies stated in the Encroachment Permit.

- D. LOCAL AGENCY, at LOCAL AGENCY's expense, shall remove all graffiti and remove and legally dispose of all debris and trash from TRAIL. Any graffiti that resembles or on a mural, artwork, paintings, or other similar elements may not be removed without prior consultation with and approval from the STATE's District 10 Transportation Art Coordinator.
 - E. LOCAL AGENCY shall perform routine structural and maintenance inspections and repair, replace or complete other improvements necessary to ensure the TRAIL retain their integrity for the safety of the public using this/these structure(s) and travelers using State right of way.
12. **LANDSCAPED AREAS** – LOCAL AGENCY is responsible for the maintenance of any plantings or other types of roadside improvements installed and owned by LOCAL AGENCY as permitted encroachments lying inside and outside of freeway right-of-way in Exhibit A. LOCAL AGENCY shall restrict walk-on access to the freeway. LOCAL AGENCY shall engage in weed abatement operations. LOCAL AGENCY shall control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the STATE's Landscape Specialist, Maintenance Support, Caltrans District Office: District 10 Maintenance at 1976 E. Dr. Martin Luther King Jr. Blvd., Stockton, CA, 95205.
13. **STREET LIGHTINGS** – LOCAL AGENCY is responsible to maintain all streetlights installed and owned by LOCAL AGENCY as permitted encroachments within the State's right of way including, but not limited to, ground mounted poles, conduits, and pull boxes. Responsibility of payment for electricity costs of the streetlights shown on Exhibit A shall lie with LOCAL AGENCY.
14. **Legal Relations and Responsibilities.**
- A. No Third-Party Beneficiaries.

This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and

LOCAL AGENCY facilities different from the standard of care imposed by law.

B. Indemnification.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction conferred upon STATE pursuant to this AGREEMENT. To the fullest extent permitted by law, STATE, shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY pursuant to this AGREEMENT. To the fullest extent permitted by law, LOCAL AGENCY, shall fully defend, indemnify and save harmless STATE and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

C. Prevailing Wages and Labor Code Compliance. LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's work under this AGREEMENT.

D. Insurance.

Self-Insured. LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications, by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit B, and identify

the AGREEMENT number, and location as depicted in Exhibit A. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit B.

Self-Insured using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY 's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE as a condition to STATE's execution of this AGREEMENT.

15. **DEFAULT.** If a PARTY fails to perform obligations assumed under this agreement, the non-defaulting PARTY may by written notice request that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails or refuses to do so, the non-defaulting PARTY may complete the obligations and seek reimbursement from the defaulting PARTY who shall pay the invoice within thirty (30) calendar days. If there is an immediate threat to maintain the structural integrity of, or prevent imminent danger of destruction to, the features shown on Exhibit A, either PARTY may perform necessary maintenance or remedial measures to maintain the structural integrity and/or prevent destruction of the features without notice or delay.
16. **COST.** Any PARTY who is assigned obligation under this AGREEMENT shall complete them at their own costs, unless expressly stated otherwise in this AGREEMENT.
17. **Termination.** This Agreement may be terminated by the mutual written consent of each PARTY.
18. **Effective Date.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.

19. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority, as required. A true and correct copy of the local resolution or ordinance has been provided to the STATE.
20. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT and shall have the same force and effect as manual signatures for this AGREEMENT.

THE CITY OF

TRACY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Date: _____

NANCY YOUNG
Mayor

Date: _____

TANYA SANGUINETTI
Deputy District
Director
Maintenance
District 10

APPROVED:

Date: _____

MIDORI LICHTWARDT
City Manager

Date: _____

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities. Also attach Exhibit A of Freeway Agreement)

DRAFT

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2024-_____

APPROVING THE EXECUTION OF A FREEWAY MAINTENANCE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE INTERSTATE 580/LAMMERS ROAD UNDERCROSSING PROJECT.

WHEREAS, the Tracy Hills Specific Plan (THSP) area is separated by Interstate 580 (I-580), and Corral Hollow is the only access to the development; the Tracy Hills development was conditioned to build the Interstate 580/Lammers Road Undercrossing (Project) in order to connect Lammers Road within the existing subdivision portions, known as Tracy Hills Phase 1 (A and B), to the new subdivisions, known as Tracy Hills Phase 2, under the existing Interstate 580 bridge owned by Caltrans; and

WHEREAS, on July 5, 2023, pursuant to Resolution No. 2023-126, the Developer executed an Off-Site Improvement Agreement (OIA) with the City of Tracy (City) for the construction of the Project; and

WHEREAS, as per California Department of Transport (Caltrans) protocols, a Freeway Agreement is executed before the construction begins and is used as a framework to establish a Freeway Maintenance Agreement delegating duties and responsibilities between the local agency and Caltrans once the construction is completed; and

WHEREAS, Caltrans and the City mutually agreed to execute the Freeway Agreement after the completion of the Project to avoid any delays; and

WHEREAS, on October 15, 2024, Resolution No. 2024-176 approved a Freeway Agreement between the City of Tracy and Caltrans, agreeing on the maintenance of the local streets and roads system required for the development of I-580 within the jurisdictional limits of the City of Tracy as a freeway; and

WHEREAS, the execution of this Freeway Maintenance Agreement (see Exhibit 1) is needed to satisfy Caltrans requirements and to delegate responsibilities between Caltrans and the City for the maintenance of the work completed; and

WHEREAS, the maintenance of the improvements will be funded by the Community Facilities District (CFD) District No. 2016-1 (Tracy Hills) and included in the City's Public Works Operations budget; and

WHEREAS, the Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, which pertains to the

operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of an existing facility; now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves the execution of a Freeway Maintenance Agreement, attached hereto as Exhibit 1, with the California Department of Transportation for the Interstate 580/Lammers Road Undercrossing Project; and be it

FURTHER RESOLVED: That the City Council finds that 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.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 17th day of December 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 – Caltrans Freeway Maintenance Agreement

**FREEWAY MAINTENANCE AGREEMENT
WITH
CITY OF TRACY**

This Freeway Maintenance Agreement ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE"), and the City of Tracy ("LOCAL AGENCY"); each may be referred to individually as a "PARTY," and jointly as "PARTIES."

RECITALS

1. WHEREAS, a Freeway Agreement dated December 11th, 2024 was executed between LOCAL AGENCY and STATE, to document the understanding between PARTIES regarding the planned traffic circulation features of the State Highway Route (SR) 580 and the adjustments of the local street and road system required for the development of that portion of SR 580 within the jurisdictional limits of the LOCAL AGENCY; and, a plan Map for such freeway was attached to the Freeway Agreement showing the delineation of STATE Highway and LOCAL AGENCY's streets and roadways; and
2. WHEREAS, pursuant to the above Freeway Agreement and the attached Map, LOCAL AGENCY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed LOCAL AGENCY streets, frontage roads, and other STATE constructed local streets, except for those portions adopted as a part of the freeway proper.
- 3.
4. WHEREAS PARTIES hereto mutually desire to clarify and define the PARTIES respective division of maintenance, and responsibilities as to their respective right of way and towards STATE HIGHWAY SYSTEM (SHS) facilities that include but are not limited to.
 - Vehicular Undercrossing
 - Vehicular Overcrossings
 - Non-vehicular Overcrossings
 - Non-vehicular Undercrossing
 - Walls- Retaining Walls, Columns, Soundwalls
 - Landscaped Areas
 - Screening
 - Interchange Operation
 - Bicycle Paths
5. State Highway System (SHS) Facilities.

Categories of SHS facilities covered under this AGREEMENT may include but are not limited to the following which are specifically identified in Exhibit A:

- **Vehicular overcrossings and bridges over STATE right of way:** These overcrossings are roadways constructed over and situated within State ROW supported by the deck, superstructure, and substructure ("Vehicular Overcrossings and appurtenant structures").
 - **Non-vehicular pedestrian and bicycle overcrossings and bridges:** These overcrossings are pedestrian/bicycle path(s) and structures constructed over and within STATE ROW ("Non-Vehicular Overcrossings").
 - **Vehicular and Non-vehicular undercrossing(s):** These undercrossings are roadway(s) or non-vehicular pathways crossing under STATE ROW and appurtenant structures situated within STATE ROW.
 - **Walls- Sound walls, Retaining walls:** These improvements include structural components of embankments and noise- reduction structures constructed within STATE ROW.
 - **Landscaped areas:** These areas include hardscaping, planting, vegetation and related landscaping improvements situated within outside of STATE ROW.
- Screening:** This includes fencing installed on a bridge safety barrier to protect the safety of the traveling public.

6. Definitions of Facility Components.

- A. **Deck surface** (wearing surface) – The surface of a bridge deck for vehicular, pedestrian, and bicycle traffic over the SHS (e.g.; roadway surface).
- B. **Deck** – The structural component of a bridge that supports and is below the deck surface (wearing surfaces) and above the superstructure.
- C. **Superstructure** – Structural portions of a bridge supported by bridge columns/piers which are located below the deck.
- D. **Substructure** – Structural components of a bridge that support the superstructure and distribute the load to bridge footings and foundations.
- E. **Bridge rails and posts** – Portions of a bridge attached to the bridge deck and deck surface on overcrossings.
- F. **Structural/Roadway Drainage Facilities** – Any facility provides drainage to any location, including but not limited to, culverts, wing walls, drains, drain inlets, gutters, curbs, and inlet grates.
- G. **Lighting** – Electrical lamps and light posts installed within State right of way that facilitate safe passage of traveling public.

H. **Signage**- Signs that provide any traffic related guidance.

OPERATIVE PROVISIONS

INSTRUCTION: Please include the following article if there exists Freeway maintenance Agreement for this portion of SR.

- 1.
2. **Maintenance Standards.** PARTIES shall perform all maintenance in compliance with the standards set forth in Streets and Highways Code section 27, and in accordance with California laws, regulations and STATE standards, including STATE'S Maintenance Manual, Code of Safe Operating Practices, policies, procedures and specifications in effect and as amended. "Maintain" or "maintenance" under this AGREEMENT includes routine inspections of all structures and facilities, repairs, cleaning, replacements, and improvements, if necessary.
3. **Control of Streets/Roads.** STATE is not responsible for maintaining, repairing, improving or replacing any property or improvements that do not constitute part of the State Highway System (SHS). STATE agrees to continue control those portions adopted as a part of SR 580 Freeway proper as shown in Exhibit A which is attached to and made a part of this AGREEMENT. PARTIES agree to their respective maintenance responsibility towards SHS facilities as specified in this AGREEMENT.
4. **REVISING EXHIBITS.** When another planned future improvement has been constructed and/or a minor revision has been affected within the limits of the freeway herein described. PARTIES can revise this maintenance agreement by mutually amending, replacing, or providing additional pages the Exhibits that has to be signed by authorized representatives of PARTIES. No formal amendment to the body of the Agreement will be necessary. The revised exhibit will thereafter supersede the previous Exhibit and become part of this Agreement.
5. **Amendment to Agreement.** Except as provided in the preceding section concerning Exhibit amendments, the terms of this AGREEMENT can be change only by a formal written amended by executed by all PARTIES.
6. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to accept the obligations of the LOCAL AGENCY by entering into a new

agreement with STATE, LOCAL AGENCY shall continue to be contractually bound by the terms of this AGREEMENT.

7. **Encroachment Permits.** Before LOCAL AGENCY may enter STATE ROW to install any encroachment or perform any maintenance or work in the areas covered by this AGREEMENT, LOCAL AGENCY must first apply for and obtain an encroachment permit(s) from the STATE's District 10 Encroachment Permit Office as per STATE's EP policy. LOCAL AGENCY must apply for and obtain additional encroachment permits, if necessary, to enter or perform any work within STATE ROW not covered by this AGREEMENT. An encroachment permit issued by the STATE will be at no cost to LOCAL AGENCY.
8. **Overcrossings (Vehicular and Non-vehicular).** STATE and LOCAL AGENCY shall maintain Overcrossings respectively as follows:
 - A. STATE shall inspect and maintain at STATE's expense, the structural components of the Overcrossing(s) which include the deck, superstructure, and substructure.
 - B. LOCAL AGENCY shall perform all maintenance, inspections, repair, replace or complete other improvements necessary to maintain the safety of the following components of the Overcrossing:
 1. Deck and road/street surface(s) installed on the deck;
 2. Structural Drainage facilities;
 3. All portions of the overcrossing structure situated on and above the bridge deck, including but not limited to lighting, traffic controls, traffic lights, sidewalks, signs, bike paths, pavement overlays, bridge rails and posts, pavement markings, striping, and improvements for compliance with the Americans with Disabilities Act (ADA); and
 4. Other improvements that may be constructed above or on the bridge deck with STATE's prior written approval.
 - C. Graffiti Removal. LOCAL AGENCY, at LOCAL AGENCY's expense, shall remove all graffiti and legally remove and dispose of all debris and trash from the facilities described in this Section. Any graffiti that resembles or on a mural, artwork, paintings, or other similar elements may not be removed without first consulting and obtaining approval from the STATE's District 10 Transportation Art Coordinator.
 - D. Unsheltered Encampments. STATE shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the overcrossing, subject to STATE's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal Law applicable State and Federal law.

Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Overcrossings.

- E. Screening. LOCAL AGENCY is not responsible for maintaining screening that STATE installs on STATE freeway overcrossings pursuant to Streets and Highways Code section 92.6

9. **Undercrossings (Vehicular and Non-Vehicular).** STATE and LOCAL AGENCY shall maintain Undercrossing(s) respectively as follows:

- A. STATE shall inspect and maintain, at STATE's expense, the structural components of the Undercrossing(s) including deck, deck surfaces, superstructure, substructure, structural drainage facilities and undercrossing facilities and improvements.
- B. LOCAL AGENCY, at LOCAL AGENCY's expense, shall inspect, maintain, repair, replace, or complete other improvements necessary to maintain the safety of the facilities noted below:
1. LOCAL AGENCY's improved and unimproved roadway sections, including but not limited to road surfaces, shoulders, curbs, sidewalks, gutters and wall surfaces;
 2. Roadway drainage facilities;
 3. All portions above the LOCAL AGENCY's improved and unimproved roadway facilities, including but not limited to lighting, traffic controls, traffic lights, sidewalks, signs, bike paths, pavement markings, bridge rails and posts, striping, and improvements for compliance with the ADA traveled way, shoulders, curbs, sidewalks, abutment slope, wall surfaces, retaining wall for graffiti only (including eliminating graffiti), drainage installations, drainage inlets, lighting installations, luminaires connected to City meter, traffic service facilities; and
 4. Other improvements that may be constructed on the improved or unimproved roadway section(s) with STATE's prior written approval.
- C. Graffiti Removal. LOCAL AGENCY, at LOCAL AGENCY's sole cost and expense, shall remove all graffiti described in this section. LOCAL AGENCY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE.

Graffiti removal must protect air and water quality as required by law. LOCAL AGENCY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06.

- D. Unsheltered Encampments. STATE shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the undercrossing, subject to State's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal law.

Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Undercrossings.

10. **Walls, Columns. Retaining wall and Soundwalls.** LOCAL AGENCY shall remove debris, trash, and graffiti and clean and paint any walls, soundwalls and similar structures on the sides facing LOCAL AGENCY's streets/roadways. Any graffiti on a mural, artwork, paintings, or other similar elements may not be removed without prior consultation with and approval from the STATE's District 10 Transportation Art Coordinator.

11. **Bicycle, Pedestrian Paths, Lanes and trails (TRAIL)**

- A. LOCAL AGENCY is solely responsible for, and will maintain, TRAIL and all its related facilities including, but not limited to: paving, supportive structural components, aggregate base shoulder, retaining walls, bridges (of any sort), all railings, bollards, storm water control measures, all fences, guard railing, drainage facilities, and slope and structural adequacy of bicycle/pedestrian TRAIL and any plantings or other types of roadside development installed as part of PROJECT located and constructed within LOCAL AGENCY jurisdiction in STATE's right of way.
- B. In addition, LOCAL AGENCY will provide a safe facility for bicycle and pedestrian travel along the entire length of the TRAIL by providing sweeping and debris removal when necessary. LOCAL AGENCY will maintain all signing and striping, electrical facilities (solar or otherwise), and pavement markings required for the direction and operation of that non-motorized facility
- C. Failure by LOCAL AGENCY to maintain TRAIL as per the terms of this Agreement will amount to a breach of the terms of the

Encroachment Permit and this Agreement and subject to the remedies stated in the Encroachment Permit.

- D. LOCAL AGENCY, at LOCAL AGENCY's expense, shall remove all graffiti and remove and legally dispose of all debris and trash from TRAIL. Any graffiti that resembles or on a mural, artwork, paintings, or other similar elements may not be removed without prior consultation with and approval from the STATE's District 10 Transportation Art Coordinator.
 - E. LOCAL AGENCY shall perform routine structural and maintenance inspections and repair, replace or complete other improvements necessary to ensure the TRAIL retain their integrity for the safety of the public using this/these structure(s) and travelers using State right of way.
12. **LANDSCAPED AREAS** – LOCAL AGENCY is responsible for the maintenance of any plantings or other types of roadside improvements installed and owned by LOCAL AGENCY as permitted encroachments lying inside and outside of freeway right-of-way in Exhibit A. LOCAL AGENCY shall restrict walk-on access to the freeway. LOCAL AGENCY shall engage in weed abatement operations. LOCAL AGENCY shall control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the STATE's Landscape Specialist, Maintenance Support, Caltrans District Office: District 10 Maintenance at 1976 E. Dr. Martin Luther King Jr. Blvd., Stockton, CA, 95205.
13. **STREET LIGHTINGS** – LOCAL AGENCY is responsible to maintain all streetlights installed and owned by LOCAL AGENCY as permitted encroachments within the State's right of way including, but not limited to, ground mounted poles, conduits, and pull boxes. Responsibility of payment for electricity costs of the streetlights shown on Exhibit A shall lie with LOCAL AGENCY.
14. **Legal Relations and Responsibilities.**
- A. No Third-Party Beneficiaries.

This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and

LOCAL AGENCY facilities different from the standard of care imposed by law.

B. Indemnification.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction conferred upon STATE pursuant to this AGREEMENT. To the fullest extent permitted by law, STATE, shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY pursuant to this AGREEMENT. To the fullest extent permitted by law, LOCAL AGENCY, shall fully defend, indemnify and save harmless STATE and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

C. Prevailing Wages and Labor Code Compliance. LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's work under this AGREEMENT.

D. Insurance.

Self-Insured. LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications, by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit B, and identify

the AGREEMENT number, and location as depicted in Exhibit A. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit B.

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15. **DEFAULT.** If a PARTY fails to perform obligations assumed under this agreement, the non-defaulting PARTY may by written notice request that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails or refuses to do so, the non-defaulting PARTY may complete the obligations and seek reimbursement from the defaulting PARTY who shall pay the invoice within thirty (30) calendar days. If there is an immediate threat to maintain the structural integrity of, or prevent imminent danger of destruction to, the features shown on Exhibit A, either PARTY may perform necessary maintenance or remedial measures to maintain the structural integrity and/or prevent destruction of the features without notice or delay.
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18. **Effective Date.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.

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20. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT and shall have the same force and effect as manual signatures for this AGREEMENT.

THE CITY OF

TRACY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Date: _____

NANCY YOUNG
Mayor

Date: _____

TANYA SANGUINETTI
Deputy District
Director
Maintenance
District 10

APPROVED:

Date: _____

MIDORI LICHTWARDT
City Manager

Date: _____

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities. Also attach Exhibit A of Freeway Agreement)

DRAFT

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a resolution delegating to the City Manager, for the International Parkway Bridge Replacement and Expansion Project, Capital Improvement Project 73148, the authority to pay fees and execute related agreements for design engineering and relocation costs for various utility relocations, including an Actual Cost Contract with Pacific Gas and Electric, up to a total not to exceed amount of \$500,000.

EXECUTIVE SUMMARY

The International Parkway Bridge Replacement and Expansion Project (Project) is an approved Capital Improvement Project (CIP) 73148. The current cost estimate for the Project is \$17,530,188. The Economic Development Administration (EDA) is granting the City \$8,350,057 in the form of a reimbursement. The grant funds were accepted by the City Council on June 15, 2021, via Resolution No. 2021-075, and are estimated to cover approximately 53% of the Project cost. The remaining funding, in the amount of \$9,180,131, will be provided by Prologis, once the construction contract bids are opened (anticipated date is December 18, 2024), and the City sends Prologis an invoice. As security, the City is the beneficiary of a Letter of Credit (LOC) dated November 19, 2024, in the amount of \$9,180,131, which the City can call upon should Prologis fail to timely pay the invoiced amount.

The Project is on a very tight timeline to ensure that the EDA grant deadlines can be met. To meet these deadlines, certain utility work must commence now, in advance of bid opening and appropriation of funds that will be received from Prologis. This agenda item seeks the adoption of a Resolution by the City Council authorizing the payment of fees and execution of related agreements for design, site work and relocation of various utilities, including the execution of an Actual Cost Contract (ACC) with Pacific Gas and Electric Company (PG&E), for a total not to exceed amount of \$500,000.

The costs of utility relocation will be paid through the Engineering Division operating budget until the LOC is converted to cash and those funds are appropriated by the City Council (in a future item). Once the conversion has taken place, funds from the LOC will be returned to the Engineering Division's operating budget.

BACKGROUND AND LEGISLATIVE HISTORY

The Project was approved as a CIP within the Fiscal Year 2015-2016 Budget. It is located on the west side of the City and is part of International Parkway, which is a major corridor connecting I-205 in the north to I-580 in the south in the IPC area. Ultimately, the Project will include the replacement and expansion of the bridge over the Delta Mendota Canal (DMC) on International Parkway. It is located in the Cordes Ranch Specific Plan (CRSP) area, on the west-side of the City (Attachment A). Prologis is the Master Developer of the CRSP.

In 2020, the Coronavirus Aid Relief and Economic Security (CARES) Act went into effect, making \$1.5 billion in economic development assistance available to communities through the EDA. Through this program, the Development Services staff applied for a grant to cover what

was at the time, eighty percent (80%) of the cost of the Project. In order to submit the application, the City had to commit to funding the remaining twenty percent (20%) of the Project cost. Resulting from discussions with Prologis, a primary benefactor of this improvement, Prologis agreed to provide the match funding through the Funding Agreement (Attachment B).

Through the Funding Agreement, Prologis committed to fund the 20% match (then estimated at approximately, \$2,200,000) in exchange for future fee credits. Pursuant to Recital E and Section 3 of the Funding Agreement, Prologis committed to providing, "all funding for the bridge project beyond that provided by the EDA grant", in exchange for fee credits against the City's Master Plan Traffic Impact Fee(s) that would otherwise apply to the Project.

On April 29, 2021, the City was awarded an EDA Grant in the amount of \$8,350,057 for the Project. And on June 15, 2021, the City Council accepted the EDA Grant award through Resolution No. 2021-075.

On November 19, 2024, Prologis provided an LOC, with the City as the beneficiary, in the amount of \$9,180,131, to fund the anticipated cost of the Project in excess of the EDA Grant.

Subsequent to the award of the EDA Grant, Prologis hired a consultant to work with the City to assist in perfecting several conditions of the grant.

ANALYSIS

The Bid Opening for the Project is scheduled for December 18, 2024. The EDA Grant requires completion of construction to occur by February 2027. The Project is fully designed and permitted. The Project schedule requires a 24-month construction schedule, after bidding and procurement have been completed.

The Project requires various utilities to be relocated and with the current anticipated construction schedule there is very little time to complete the Project within the allowed time. To ensure that this Project stays on time, staff is requesting that the City Council delegate to the City Manager the authority to approve the payment of fees to the various utility providers and executed related agreements for such relocation work, including an ACC with PG&E.

Staff anticipates returning to the City Council at a future date to appropriate project funding, award various contracts and request a delegation of additional authorities to the City Manager, to timely effectuate the EDA grant.

FISCAL IMPACT

The cost of the Project was estimated at \$10,437,571 at the time of the EDA Grant application. The EDA Grant would have provided funding for 80% in the amount of \$8,350,057. Since that time, there has been a significant increase in construction costs, due to the sharp increases in steel and other construction materials. The current cost estimate for the Project is \$17,530,188. The EDA grant is now estimated to cover approximately 53% of the Project cost, down from the original 80% estimate. Prologis has committed to pay the remaining funding of \$9,180,131 per the Funding Agreement.

The proposed utility relocation costs will be paid through the Engineering Operating Budget. At which time the LOC from Prologis is converted to cash and appropriated to the CIP by the City Council, staff will reimburse the Engineering Operating Budget.

COORDINATION

Staff coordinated with Prologis, EDA, the Federal Bureau of Reclamation, San Luis Delta-Mendota Water Authority, and the City Attorney's Office for this item.

CEQA DETERMINATION

The project is within the scope of the development program evaluated in the certified Cordes Ranch Specific Plan EIR (CRSP EIR) and is consistent with the land use designations and development densities and intensities assigned to the proposed Project sites by the CRSP zoning. Cumulative and offsite impacts associated with development of the proposed Project, as proposed, were fully addressed in the CRSP EIR (SCH# 2011122015). Since the proposed Project is within the scope of the development program evaluated in the CRSP EIR and no subsequent EIR is required pursuant to Section 15162 of the California Environmental Quality Act (CEQA) Guidelines, under Section 15168(c) of the CEQA Guidelines, no further environmental review is required for the Project.

STRATEGIC PLAN

This item is consistent with the City Council's approved Economic Development Strategy to ensure the construction of physical infrastructure necessary for development.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution to delegate to the City Manager, for the International Parkway Bridge Replacement and Expansion Project, Capital Improvement Project 73148, the authority to pay fees and execute related agreements for design engineering and relocation costs for various utility relocations, including an Actual Cost Contract with Pacific Gas and Electric, up to a total not to exceed amount of \$500,000.

Prepared by: Veronica Child, Management Analyst II

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

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Funding Agreement

International Parkway Bridge Project



City of Tracy

Infrastructure Funding & Fee Credit Agreement

This Infrastructure Funding and Fee Credit Agreement (hereinafter "**Agreement**") is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "**City**"); and Prologis, LP, a Delaware limited partnership (hereinafter "**Prologis**"). City and Prologis are from time to time referred to in this Agreement as a "**Party**" and collectively as the "**Parties**".

RECITALS

- A. Prologis is the master developer of the Cordes Ranch Specific Plan area property in Tracy (the "**Property**"). Development of the Property is the subject of that certain Development Agreement by and between the City of Tracy and Prologis, L.P., recorded in the official records of San Joaquin County as Document Number 2013-156135 on December 20, 2013 (hereafter, the "**Development Agreement**").
- B. The Cordes Ranch Specific Plan provides for the development of up to thirty-one million (31,000,000) square feet of general commercial, general office, and business park/industrial uses, related on- and off-site infrastructure, and passive and active open space uses as described in greater detail in the Specific Plan (the "**IPC Project**").
- C. Among the infrastructure improvements necessary to implement the Project are the traffic and road improvements necessary to widen International Parkway over and across the Delta-Mendota Canal (the "**Bridge Project**"). The Bridge Project is described in greater detail in Attachment A hereto.
- D. To secure the necessary funding to implement the Bridge Project, the City has applied to the United State Economic Development Administration ("**EDA**") for grant assistance, which is expected to provide approximately eighty percent (80%) or eight million eight hundred thousand dollars (\$8,800,000) of the estimated eleven million in total hard and soft costs (\$11,000,0000) required to design, permit and complete the Bridge Project (the "**Cost Estimate**"), which includes associated street widening and other infrastructure work required for the Bridge Project in addition to the bridge itself, as reasonably determined by the City Engineer. To qualify for EDA funding, the City is required to commit to the EDA that it will provide the remainder of the funding, or approximately two million and two hundred thousand dollars (\$2,200,000).
- E. Prologis has agreed to provide all funding for the Bridge Project beyond that provided by the EDA grant (the "**Funding Contribution**"), in exchange for fee credits against the City's Master Plan Traffic Impact Fee(s) that would otherwise apply to the IPC Project under Chapter 13.32 of the City of Tracy Municipal Code and the Development

Agreement (the "**Fee Credits**"), up to the entire amount of remaining Master Plan Traffic Impact Fees(s) available, in the event the costs of the Bridge Project exceeds the Cost Estimate. A central purpose of this Agreement is to provide Prologis with Fee Credits in exchange for all funds expended by Prologis in connection with the Bridge Project, including design and other costs incurred prior to the execution of this Agreement. At the time of the execution of this Agreement, the City estimates that \$7,299,535 in total Fee Credits are available.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **TIME AND PERFORMANCE.** Time is of the essence in performing the obligations and requirements of this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing by mutual consent of the parties.
2. **TERM OF AGREEMENT.** The term of this Agreement shall begin upon the first date that it is fully executed by the City and Prologis and shall continue in effect until Prologis has exhausted its eligibility for the Fee Credits described in Section 3 below.
3. **FUNDING CONTRIBUTION; ALLOCATION OF EXCESS COSTS.** Not later than thirty (30) days after executing this Agreement, Prologis shall deliver to the City, a letter of credit in the amount of \$2,200,000 (the "**Letter of Credit**"), which the City shall hold for and dedicate to the sole purposes of (a) enabling the City to qualify for the Bridge Project grant funding from the EDA and, (b) securing Prologis' Funding Contribution.

Immediately upon receipt of a final determination the City will not receive the additional EDA funding in the amount described in Recital D above, then the City shall immediately notify Prologis and, at Prologis' request, the City shall release the Letter of Credit, without interest to Prologis, and Prologis shall be relieved of the Funding Contribution.

Immediately upon the City's receipt of the EDA grant funds described in Recital D above, the following rights and obligations shall take effect:

- Prologis shall be deemed to have earned, and shall be eligible to apply for, use and/or assign, as set forth in Section 4 below, \$2,200,000 in Fee Credits, which will be immediately available and eligible for Prologis' use.
- The City will immediately proceed to bid and implement the construction of the Bridge Project and proceed in good faith, and use all commercially reasonable efforts to complete the Bridge Project.
- The City may, at any time, request from Prologis a portion of the Funding Contribution supported by an explanation, in reasonable detail, of the Bridge Project expenses requiring such funding, and Prologis shall not unreasonably deny such funding request. Prologis shall have the right, at its election, to meet

and confer with the City regarding the City's funding request prior to providing the requested portion of the Funding Contribution. To the extent the costs of the Bridge Project exceeds the Cost Estimate and more than \$2,200,000 is required from Prologis to complete the same, immediately upon Prologis' provision of the requested additional funding, Prologis shall have earned Fee Credits in an amount equal to the amount of the additional Funding Contribution provided by Prologis. As stated above, the original \$2,200,000 of Fee Credits are immediately earned upon receipt of the EDA grant funds described in Recital D.

- Prologis shall receive Fee Credits in exchange for all funds expended by Prologis in connection with the Bridge Project in accordance with the terms of this Agreement, without reservation or exception, including design costs and other soft costs incurred prior to the execution of the Agreement.

Following completion of the Bridge Project, and not later than thirty (30) days following Prologis' payment of the final City funding request made for the Bridge Project made pursuant to this Section 3, City shall release and return to Prologis the Letter of Credit.

To the extent any increase to the Cost Estimate results from the willful misconduct or negligence of any contractor or subcontractor working on the Bridge Project, the City shall assign to Prologis any and all rights to recover such costs from the contractor or other tortfeasor.

4. **APPLICATION, ASSIGNMENT AND RECORDING OF FEE CREDITS.** Immediately upon earning the Fee Credits as described in Section 3 above, Prologis may apply such Fee Credits, in any amount up to the estimated \$5,099,535 remaining Chapter 13.32 Fee Credits set forth in Recital F, to Prologis' obligation to pay traffic impact fees, pursuant the Development Agreement and to Chapter 13.32 of the TMC, arising from its development of the Property.

With respect to its earned Fee Credits, Prologis may assign such Fee Credits to any Property within the City, whether or not such Property is then owned by Prologis, provided such assignment and application of Fee Credits is consistent with Chapter 13.32 of the TMC as reasonably determined by the City Engineer. Prologis shall notify the City in writing of Prologis' intent to assign Fee Credits not later than ten (10) days prior to such assignment(s), such notice to include the identity of the assignee and/or assignee property(ies) and a waiver of Prologis' right to such Fee Credits or reimbursements effective upon the City's granting or disbursing such Fee Credits or reimbursements to the Prologis' assignee.

The City shall record each use and assignment of Fee Credits by Prologis and shall notify Prologis when it has exhausted its earned Fee Credits. Notwithstanding such termination, the City shall honor all outstanding Fee Credits held by assignees of

Prologis for which the City has previously received from Prologis an effective notice of assignment and waiver as described in this Section 4.

5. **DISPUTE RESOLUTION.** In the event of a dispute between the Parties regarding their respective compliance with the terms and conditions of this Agreement, the Parties shall attempt to resolve the dispute(s) by informal negotiations. If all disputes are not resolved within ten (10) business days following the date of the Notice of Dispute, then the Parties shall comply with the following procedures.

Either Party may submit the dispute to JAMS (Judicial Arbitration and Mediation Service), ("Dispute Resolution Officer" or "DRO") or if JAMS is unavailable or unwilling to serve as the DRO, then to any other arbitrator or mediator who is agreed upon by the other Party (and if the Parties cannot agree on an arbitrator or mediator to serve as DRO within 2 business days, then each Party shall select an arbitrator or mediator in writing within one (1) additional business day from such date and such arbitrator or mediator shall select another arbitrator or mediator to serve as DRO within two (2) business days). If an arbitrator or mediator to serve as DRO is not selected within such time period, any court of competent jurisdiction may appoint an arbitrator or mediator to serve as DRO.

Once the DRO is selected, the Party submitting the Dispute shall, within five (5) days of the expiration of the informal negotiation period, deliver to the DRO and to the other Party a written request for determination of the Dispute (the "Request for Determination"). The Request for the Determination shall include all information and documents that the submitting Party desires the DRO to consider with respect to the Dispute, as well as notice of whether the submitting Party desires a hearing of the Dispute.

Upon receipt of a timely Request for Determination, the other Party shall have five (5) business days to serve the DRO and the submitting Party with any written information and documentation such Party desires the DRO to consider with respect to the Dispute (a "Rebuttal Notice"), as well as notice of whether such Party desires a hearing of the Dispute. If a hearing has been requested by any Party, then the DRO shall schedule an informal hearing within twenty (20) business days of the earliest received request for a hearing; provided, it shall be the responsibility of the Party requesting the hearing to insure that the hearing is scheduled in the time provided.

Within five (5) business days of the hearing, or if no hearing has been requested within five (5) business days of the Rebuttal Notice, or if no Rebuttal Notice was served within ten (10) business days of the Request for Determination, the DRO shall serve its written decision (the "DRO Decision") or shall provide a written notice to the Parties indicating the need for additional time to review the matter and shall provide the DRO Decision within such additional time period but in no event to exceed 30 days.

The Parties shall cooperate with the DRO and one another in scheduling the proceedings so that an expeditious resolution can be reached. The costs of the services for the DRO shall be borne by the non-prevailing Party, as determined by the DRO. Each Party hereby fully releases and agrees to hold harmless the DRO, its officers, agents and employees from any and all claims, actions, liabilities, damages, losses, expenses, or costs (collectively, "Claims") arising from or related to the determinations or calculations of the DRO, except from those arising from the fraud or willful misconduct of the DRO.

Upon completion of these dispute resolution procedures, any Party that remains dissatisfied with the outcome may seek available legal remedies subject to the limitations of Section 10 below.

6. **NOTICES.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered, mailed or emailed to the respective Party as follows:

To City:
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
notice@cityoftracy.org, and
attorney@cityoftracy.org

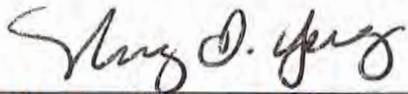
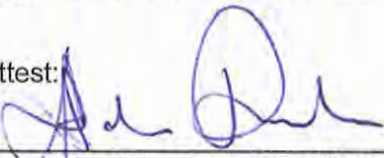
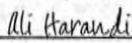
To Prologis:
Attention: Jeff Major
Pier 1, Bay 1
San Francisco CA 94111
Tel 415 733 9793
Fax 415 733 2171
legalnotices@prologis.com

Communications shall be deemed to have been given and received on the first to occur of (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

7. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
8. **ASSIGNMENT OF AGREEMENT.** This Agreement may not be assigned by Prologis without the prior and express, written consent of the City, which consent shall not be unreasonably withheld.

9. **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.
10. **NO MONEY DAMAGES.** The Parties hereby acknowledge and agree that money damages are excluded as a remedy available to either Party for a breach of this Agreement, and that specific performance is the sole and exclusive remedy available to either Party for a breach of this Agreement.
11. **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.
12. **INCORPORATION OF RECITALS; ENTIRE AGREEMENT.** This Agreement, including the preamble and recitals which the Parties hereby acknowledge and agree are true and correct and are by this reference incorporated in their entirety into this Agreement, comprises the entire integrated understanding between the Parties concerning its subject matter as described herein, and supersedes all prior negotiations, representations, or agreements relating thereto.
13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Prologis and the City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

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

<p>CITY OF TRACY</p> <p></p> <p><u>Nancy Young, Mayor</u></p> <p>Date: <u>5-18-2021</u></p> <p>Attest: </p> <p><u>Adrianne Richardson, City Clerk</u></p>	<p>PROLOGIS, L.P. a Delaware Limited Partnership</p> <p>By: Prologis, Inc. a Maryland corporation, its General Partner</p> <p>DocuSigned by:</p> <p></p> <p>552B83DC5D1E487...</p> <p><u>Ali Harandi</u></p> <p>Date: <u>30 June 2020</u></p>
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<p>Approved as to form:</p>  <p>_____ Leticia Ramirez, City Attorney</p>	
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ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, Marilyn Cartwright, a duly elected and qualified Assistant Secretary of (i) Prologis, Inc., a Maryland corporation ("Prologis"); (ii) Prologis, a Maryland real estate investment trust (the "REIT"); and (iii) ProLogis Logistics Services Incorporated, a Delaware corporation ("PLSI"), does hereby certify as follows:

1. That each of the REIT and PLSI are wholly-owned subsidiaries of Prologis; and
2. That each of Prologis, the REIT and PLSI are duly formed and registered with the Secretary of State of their respective jurisdictions, each in good standing; and
3. That the address of the registered office in the State of Maryland is 7 St. Paul Street, Suite 820, Baltimore, Maryland 21202. The name of the registered agent at such address is CSC-Lawyers Incorporating Service Company; and
4. That the address of the registered office in the State of Delaware is 251 Little Falls Drive, in the City of Wilmington, County of New Castle, 19808. The name of the registered agent at such address is Corporation Service Company; and
5. That the address of the principal place of business of Prologis, the REIT and PLSI is 1800 Wazee Street, Suite 500, Denver, Colorado 80202; and
6. That as of the date hereof, Ali Harandi, Vice President is a duly elected and qualified officer of (i) Prologis; (ii) the REIT; and (iii) PLSI, and as such, has the authority to execute documents for and on behalf of (i) Prologis; (ii) the REIT and (iii) PLSI.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 14th day of May 2021.


Marilyn Cartwright, Assistant Secretary

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

DELEGATING TO THE CITY MANAGER, FOR THE INTERNATIONAL PARKWAY BRIDGE REPLACEMENT AND EXPANSION PROJECT, CAPITAL IMPROVEMENT PROJECT 73148, THE AUTHORITY TO PAY FEES AND EXECUTE RELATED AGREEMENTS FOR DESIGN ENGINEERING AND RELOCATION COSTS FOR VARIOUS UTILITY RELOCATIONS, INCLUDING AN ACTUAL COST CONTRACT WITH PACIFIC GAS AND ELECTRIC, UP TO A TOTAL NOT TO EXCEED AMOUNT OF \$500,000.

WHEREAS, the International Parkway Bridge Replacement and Expansion Project (Project), Capital Improvement Project (CIP) 73148, involves the reconstruction and widening of the bridge on International Parkway over the Delta Mendota Canal; and

WHEREAS, the bridge is located on the west side of the City and is part of International Parkway, which is a major corridor connecting I-205 in the north to I-580 in the south in the IPC area; and

WHEREAS, the Project is located in the Cordes Ranch Specific Plan (CRSP) area, on the west-side of the City, and Prologis, L.P. (Prologis) is the Master Developer of the CRSP; and

WHEREAS, the Coronavirus Aid Relief and Economic Security (CARES) Act went into effect on March 27, 2020, making \$1.5 billion in economic development assistance available to communities through the Economic Development Administration (EDA); and

WHEREAS, through this program, the Development Services staff applied for a grant to cover what was, at the time, eighty percent (80%) of the cost of the Project; and

WHEREAS, in order to submit the application, the City had to commit to funding the remaining twenty percent (20%) of the Project cost and after series of discussions with the City, Prologis, a primary benefactor of this improvement agreed to provide the match funding through an Infrastructure Funding & Fee Credit Agreement (Funding Agreement) which was approved by the City Council via Resolution No. 2020-118 on July 7, 2020; and

WHEREAS, on April 29, 2021, the City was awarded an EDA Grant in the amount of \$8,350,057 for the Project and on June 15, 2021, the City Council accepted the EDA Grant award through Resolution No. 2021-075; and

WHEREAS, subsequent to the award of the EDA Grant, Prologis hired a consultant to work with the City to assist in perfecting several conditions of the grant; and

WHEREAS, the current cost estimate for the Project is \$17,530,188, and the EDA grant is now estimated to cover approximately 53% of the Project cost, down from the original 80% estimate; and

WHEREAS, since the original costing, there has been a significant increase in construction costs due to the sharp increases in steel and other construction materials; and

WHEREAS, on November 19, 2024, Prologis provided a Letter of Credit (LOC) in the amount of \$9,180,131 to fund the currently estimated cost of the Project in excess of the EDA Grant; and

WHEREAS, the Bid Opening for the Project is scheduled for December 18, 2024; and

WHEREAS, the EDA Grant requires completion of construction to occur by February 2027, and the Project schedule requires a 24-month construction schedule, after bidding and procurement have been completed; and

WHEREAS, the Project requires various utilities to be relocated, and with the current anticipated construction schedule, there is very little time to complete the Project within the allowed time; and

WHEREAS, staff is requesting the City Council to delegate authority to the City Manager, in excess of her delegated authorities under the Tracy Municipal Code, to pay for such utility relocations and enter into the associated agreements, including the Actual Cost Contract with PG&E, to ensure the timelines are met; and

WHEREAS, City staff anticipates returning to Council at a future date to appropriate Project funding, award various contracts and request a delegation of additional authority to effectuate the grant; and

WHEREAS, the utility relocation will be paid through the Engineering Division operating budget and once the LOC from Prologis is converted to cash and allocated to the CIP, the Engineering Division's operating budget will be reimbursed; and

WHEREAS, the EDA Grant is a reimbursement grant and the City will receive reimbursements for expenses; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby delegating to the City Manager, for the International Parkway Bridge Replacement and Expansion Project, Capital Improvement Project 73148, the authority to pay fees and execute related agreements for design engineering and relocation costs for various utility relocations, including an Actual Cost Contract with Pacific Gas and Electric, up to a total not to exceed amount of \$500,000; and be it

FURTHER RESOLVED: That the City Council hereby determines that the actions taken herein comply with CEQA pursuant to CEQA Guidelines Section 15183, because they are consistent with the existing EIR for the Cordes Ranch Specific Plan and the action requested does not raise any new unforeseen physical impacts; 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.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 17th day of December 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 (1) accepting public improvements for Grant Line Apartments as complete in accordance with the Offsite Improvement Agreement and assume responsibility for their future maintenance and repair, (2) authorizing the City Engineer to release improvement security in accordance with the Offsite Improvement Agreement, (3) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, (4) authorizing the City Clerk to accept a Public Utility Easement along the frontage of Grant Line Road, contingent upon Developer removing existing encumbrances and providing evidence of clean title, and (5) authorizing City Clerk to sign a quitclaim deed releasing City interest in a storm drainage easement across the Developer's property, as recorded in Book 2, page 360, Official Records, across Developer's property.

EXECUTIVE SUMMARY

This agenda item seeks approval of a resolution accepting the offsite improvements for Grant Line Apartments. Golden Park, LLC, a California Limited Liability Company, has completed offsite improvements for Grant Line Apartments, located at 321 E. Grant Line Road, Assessor's Parcel No. 214-032-083, in accordance with the Offsite Improvement Agreement, project plans, and specifications. Staff recommends that the City Council accept the improvements as completed, authorize the City Clerk to file a Notice of Completion, authorize the City Engineer to release the Developer's bonds, and authorize the City Clerk to accept a public utility easement and sign a quitclaim deed releasing the City's interest in a storm drain easement across Developer's property, contingent upon Developer removing existing encumbrances and providing evidence of clean title.

BACKGROUND AND LEGISLATIVE HISTORY

On July 16, 2016, by Resolution No. 2016-025, the City Planning Commission approved a Conditional Use Permit for a 40-unit residential apartment project located at 321 E. Grant Line Road, Associated Parcel No. (APN) 214-320-83 (see Attachment A), subject to certain Conditions of Approval, including offsite improvements along the Grant Line Road frontage. It was determined that the project is categorically exempt from the California Environmental Quality Act requirements under Guidelines Section 15332, which pertains to certain in-fill development projects.

On July 18, 2022, pursuant to Urgency Ordinance No. 1285, City Manager approved an Offsite Improvement Agreement (Agreement) with Golden Park, LLC, a California Limited Liability Company (Developer), to proceed with the construction of offsite improvements required under the Conditions of Approval. At that time Developer furnished two cash bonds for Faithful Performance and Labor and Materials, both in the amount of \$53,460. A warranty bond was not furnished.

On November 18, 2021, the City Engineer approved nine sheets of plans and specifications prepared by MacKay and Somsps, entitled "Offsite Improvement Plans for Grant Line Apartments."

ANALYSIS

Developer has completed all the work required to be done in accordance with the Agreement and has requested acceptance of the public improvements. The City Engineer has inspected the completed work and confirmed that the improvements conform to the Agreement, plans, and specifications. The estimated cost of the public improvements are as follows:

Cost Breakdown:

Roadway Improvements	\$ 21,879
Water	\$ 13,222
Storm Drainage	\$ 12,628
Sanitary Sewer	\$ 5,731
Total	\$ 53,460

Cash bonds were provided by Developer as required by the Agreement in amounts as follows:

Faithful Performance	\$53,460
Labor and Materials	\$53,460

Warranty bond in the amount of \$5,346, also required by the Agreement, was not furnished at the time of Agreement approval by City Council and shall be withheld from the release of Faithful Performance bond.

Faithful Performance bonds may be released upon acceptance of improvements by the City, with the exception of the \$5,346 being retained as the Warranty bond. Labor and Material bonds may be released six months after the recordation of Notice of Completion in accordance with the Tracy Municipal Code.

Warranty bond may be released one year after City acceptance of improvements and warranty work is completed.

There were no land dedications required for this project, and all offsite improvements were installed within the existing public right of way.

A 10-foot-wide public utility easement (PUE) adjacent to the Grant Line Road public right of way has been dedicated by Developer (see Attachment B). There are existing mechanical liens recorded against the APN which includes the PUE. Tracy Municipal Code Section 12.32.040 requires that all dedications in fee and grant of easement shall be free of liens and encumbrances except for those which the City, in its discretion, determines would not conflict with the intended ownership and use. Staff is recommending the City Council to authorize City Clerk to accept this PUE and record it with the San Joaquin County Recorder contingent upon Developer removing these encumbrances and providing evidence of clean title.

Staff also recommends the City quitclaim (see Attachment C) an old storm drain easement running across Developer's property, as there is no current or future need for this easement. The abandoned storm drain pipeline was removed by Developer. City Council should authorize City Clerk to sign the quitclaim deed and record it with the San Joaquin County Recorder.

STRATEGIC PLAN

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

FISCAL IMPACT

There will be no fiscal impact associated with this action.

COORDINATION

Project construction activities were coordinated with City of Tracy Public Works Department.

CEQA DETERMINATION

This project is categorically exempt from CEQA requirements under Guidelines 15332.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council, by resolution, (1) accept public improvements for Grant Line Apartments as complete in accordance with the Offsite Improvement Agreement and assume responsibility for their future maintenance and repair, (2) authorize the City Engineer to release improvement security in accordance with the Offsite Improvement Agreement, (3) authorize the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, (4) authorize the City Clerk to accept a Public Utility Easement along the frontage of Grant Line Road, contingent upon Developer removing existing encumbrances and providing evidence of clean title, and (5) authorize City Clerk to sign a quitclaim deed releasing City interest in a storm drainage easement across the Developer's property, as recorded in Book 2, page 360, Official Records, across Developer's property.

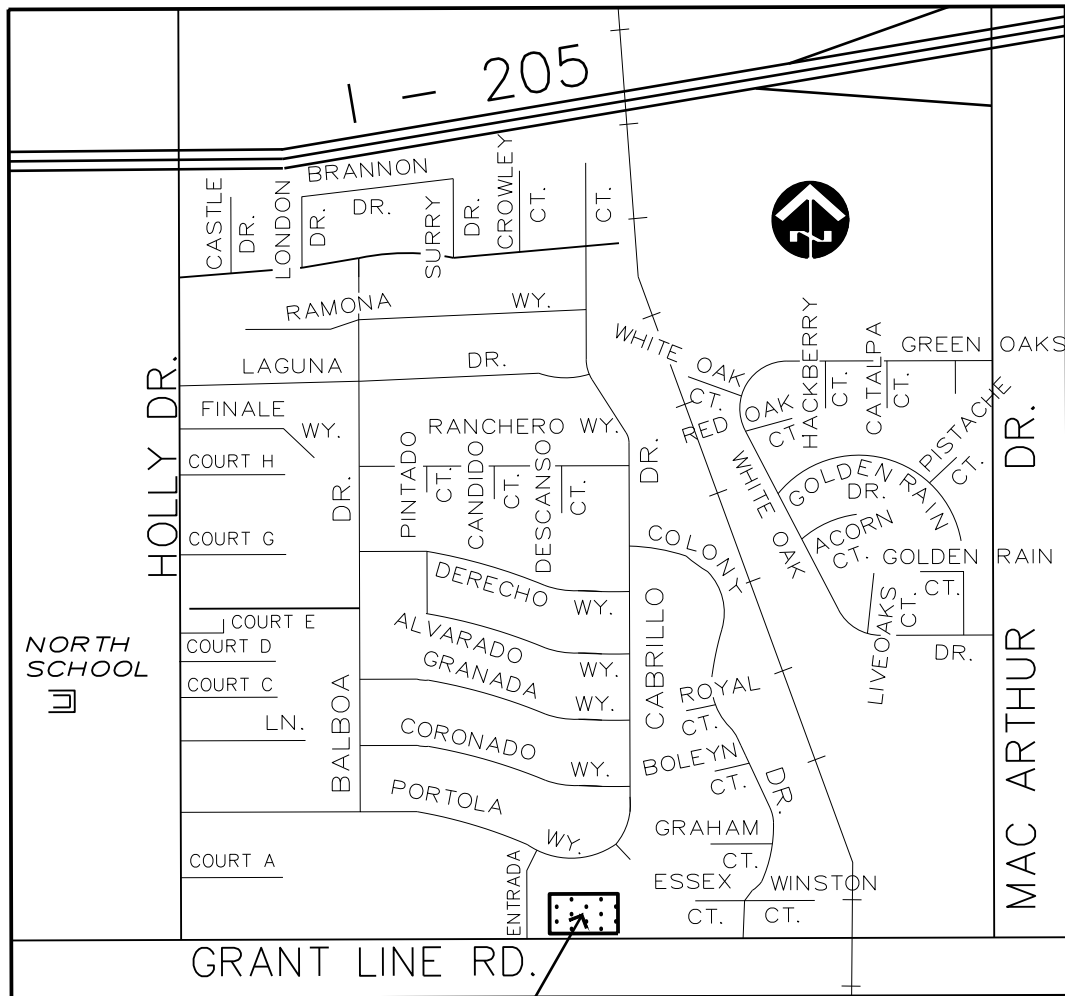
Prepared by: Miguel Hernandez, Construction Project Manager

Reviewed by: Sharat Bandugula, PE, Senior Civil Engineer
Sara Castro, Finance Director
Kamalpreet Gill, Deputy City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A – Location Map
Attachment B – Public Utility Easement - Grant Line Road
Attachment C – Easement Quit Claim Deed



SITE

LOCATION MAP

N.T.S

RECORDING REQUESTED BY:

CITY OF TRACY

AND WHEN RECORDED MAIL TO:

CITY CLERK OFFICE
City of Tracy
333 Civic Center Plaza
Tracy, California 95376

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PUBLIC UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Golden Park LLC, a California Limited Liability Company, GRANTOR(S) hereby grants to **CITY OF TRACY**, a municipal corporation, GRANTEE, a non-exclusive and perpetual easement for the excavation, construction, installation, use, operation, maintenance, repair or replacement, as GRANTEE shall from time to time elect, of underground public utilities and appurtenances related thereto, in, over under and across a strip of land as hereinafter set forth ("Easement"), and also the right of ingress thereto and egress therefrom, for all purposes useful or convenient in connection with or incidental to the Easement in the lands situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

Easement as described in Exhibit "A" and as shown in Exhibit "B" attached hereto. GRANTOR shall not erect or construct any building or other structure or drill or operate any well under or within Easement, nor permit the erection or construction of any building or other structure or drilling or operation of any well within Easement. GRANTOR may use the Easement area in any manner that does not interfere with the rights of GRANTEE under this instrument.

It is understood and agreed that the covenants herein contained constitute a covenant running with the land and inure to the benefit of and shall be binding on the heirs, executors, administrators, successors, and assigns of GRANTOR and GRANTEE.

Executed this 15th day of April, 2020.

GRANTORS:

By: _____

By: _____

Name: CHENGZHEN ZHU
Title: CEO/Managing member

Address of the person(s) granting the easement:

3903 California St, Apt 301
San Francisco, CA, 94118

PLEASE USE CALIFORNIA ALL -PURPOSE ACKNOWLEDGEMENT

EXHIBIT "A"
DESCRIPTION
PUBLIC UTILITY EASEMENT

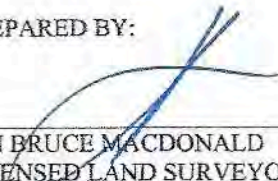
ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF GOLDEN PARK LLC AS DESCRIBED IN DOCUMENT NUMBER 2016-158161, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 10 FEET OF SAID LANDS OF GOLDEN PARK LLC.

BEING A PORTION OF APN 214-320-83

END OF DESCRIPTION

PREPARED BY:


IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP. 12/31/21)
STATE OF CALIFORNIA



4/14/20
DATE

Mackay & Somps
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA, 94588-3356
(925) 225-0690

STEVE BESTOLARIDES
DOC. NO. 94073847

GOLDEN PARK LLC
DOC. NO.
2019-105817

10' PUE

N89°36'50"W 361.71'

GRANT LINE ROAD

50'

30'



0 30 60 120
SCALE: 1"=60'

LEGEND

—— BOUNDARY OF DESCRIPTION
--- EXISTING PARCEL/RIGHT OF WAY LINE
DOC. NO. DOCUMENT NUMBER

PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT

CITY OF TRACY

CALIFORNIA

Mackay & Somps

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
LL	JUNE, 2017	1"=60'	19855.01

ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Francisco } SS.

On April 15, 2020, before me, Linda Wong, Notary Public,

personally appeared Chengzhen Zhu, who proved to me on the

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



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

WITNESS my hand and official seal.

PLACE NOTARY SEAL IN ABOVE SPACE

NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ GUARDIAN/CONSERVATOR
☐ SUBSCRIBING WITNESS
☐ OTHER: _____

TITLE(S)

DESCRIPTION OF ATTACHED DOCUMENT

public utility easement
TITLE OR TYPE OF DOCUMENT

5
NUMBER OF PAGES

April 15, 2020
DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER

Top of thumbprint here

RECORDING REQUESTED BY:
Chicago Title Company
Escrow No.: 15-58206465-LE
Locate No.: CACTI7739-7701-5582-0053225640
Title No.: 15-53225640-RB

When Recorded Mail Document
and Tax Statement To:
James Tong
4080 Grafton Street #200
Dublin, CA 94568

SCANNED

4-13 LB

RECEIVED

APR 18 2017

CITY OF TRACY

Easement – 321 E. Grant Line Road, Tracy

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED FOR EASEMENT

"The value of the property in this conveyance, exclusive of liens and encumbrances is \$100 or less, and there is no additional consideration received by the grantor, R & T 11911."

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$-0-

[] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area City of **Tracy**,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **City of Tracy, a municipal Corporation**

hereby remises, releases and quitclaims to **JAMES TONG, Inc., a California corporation and ZDGW, Inc., a California corporation**

the following described real property in the City of **Tracy**, County of **San Joaquin**, State of **California**:

AN EASEMENT AS EXHIBIT "A and B" ATTACHED HERETO AND MADE A PART HEREOF

SEE CERTIFICATE OF ACCEPTANCE AS EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREO

April 5, 2017

RECEIVED
APR 13 2017

CSG CONSULTANTS INC

321 E GRANTLINE RD TRACY
GRANT LINE APARTMENTS
16F-4158/16-3209
2ND REVIEW
DUE DATE 4/19/2017

MAIL TAX STATEMENTS AS DIRECTED ABOVE

APN: 250-090-080-000

City of Tracy, a Municipal corporation

By:
Its:

By:
Its:

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

State of California)
County of _____)

On _____ before me,
_____, Notary Public
(here insert name and title of the officer), personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No.: 15-58206465-LE
Locate No.: CACTI7739-7701-5582-0053225640
Title No.: 15-53225640-RB

EXHIBIT "A"

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: City of Tracy
Purpose: pipeline(s) for sewerage purposes, including storm sewer, 10 feet wide
Recording Date: April 22, 1924
Recording No.: Book 2, page 360, Official Records
Affects: See EXHIBIT "B"

EXHIBIT "B"

of beginning being seventeen hundred forty-one and eight tenths (1741.8) feet, more or less, Easterly and eight hundred five and one tenth (805.1) feet, more or less, Northerly, from the center of said Section Twenty-nine (Sec. 29), measured along the property line; thence Northwesterly seventeen hundred eighty-five and seven tenths (1785.7) feet, more or less, to the point of intersection of the center line of first party's twelve (12) inch pipe line, as now located, with the Northwestern property line of second party, which point is four hundred fifty-seven and five tenths (457.5) feet, more or less, Northeasterly from the most Westerly Northwest corner of said property;

in and with respect to which said strip of land the rights set forth in the above mentioned grant of right of way shall be and remain in full force and effect; also saving and excepting to first party the right to erect, maintain and operate telegraph or telephone lines upon said Northeast Quarter of Section Twenty-nine (NE¹/₄ of Sec.29), as in said grant of right of way provide.

IN WITNESS WHEREOF, on the day and year first above written, the said first party has hereto caused its corporate name to be signed and its corporate seal to be affixed by its proper officers, who are thereunto duly authorized.

(Corp. Seal) Standard Oil Company,
By H.M. Storey, Vice-President
By S.G. Hanson, Asst. Secretary

Prepared by F.D.A. Form approved, Pillsbury, Madison & Sutro, By -----

or Approved form No.18 - 14. Examined E.E.C. Approved A.F.S. Manager Right of Way Dept.
Description approved P.M. Engineer.
Approved for Execution: H.N.K. Manager Pipe Line Dept.

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss

On this first day of April, in the year of our Lord One Thousand Nine Hundred and Twenty-four, before me, Frank L. Owen, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared H.M. Storey and S.G. Hanson, known to me to be the Vice President and Assistant Secretary, respectively of Standard Oil Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the said Corporation therein named, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County and State aforesaid, the day and year in this certificate first above written.

(Notary Seal) Frank L.Owen Notary Public

in and for said City and County of San Francisco, State of California.

#5447 Recorded at Request of Pacific Oil Co. Apr.21,1924 at 40 min.past 1 o'clock P.M. in Book of Official Records, Vol.2 page 359, San Joaquin County Records.

Page \$1.60 John D. Finney Recorder MO

MILLER JOE " THIS INDENTURE, Made this 16th day of February, A.D.1924, by and between
" Joe Miller, a widower, of the County of San Joaquin, State of California,
CITY OF TRACY " party of the first part, hereinafter called the grantor, and the City of
(Agreement) " Tracy, a municipal corporation of the County of San Joaquin, State of Cal-
" ifornia, duly organized and existing under and by virtue of the laws of the
State of California, the party of the second part, hereinafter called the grantees,

WITNESSETH: WHEREAS, the grantor is the owner in fee simple of the following described real property, to-wit:

All that certain lot, piece or parcel of land situate, lying and being in the County of San Joaquin, State of California, and particularly described as follows, to-wit:

Being a part of the southeast quarter of Section Sixteen (16) in Township Two (2) South Range 5 East, M.D. 3. & M., and commencing at intersection of South boundary line of Rancho El Pescadero on Santa's Road with boundary line between lands of the Estate of Henry M. Hagles and the Estate of Kate D. McLaughlin to the North of and about 1 1/4 miles from Tracy; thence West along said Santa's Road twenty (20) chains, thence North thirty (30) chains, thence East twenty (20) chains to said division line of lands formerly belonging to Estates of said Hagles and McLaughlin, thence South thirty (30) chains to point of beginning, and containing sixty (60) acres, excepting therefrom five acres in the Southwest corner also two acres in the southwest corner.

WHEREAS, the grantee is desirous of constructing and laying through and across the aforesaid real property pipe lines for sewerage purposes.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars paid by the grantee to the grantor, the receipt whereof is hereby acknowledged, and the mutual covenants and agreements of the parties herein contained and other good and valuable consideration moving between the parties hereto, it is hereby agreed as follows, to-wit:

The grantor does hereby grant an easement not to exceed ten feet wide for right of way to said grantee to lay, construct, and maintain, a pipe line or lines for sewerage purposes, including storm sewerage from the City, the center line of which is particularly described as follows, to-wit:

Beginning at a point 30' North and 1311 feet east of the south quarter corner of Section 16, Township 2 South, Range 5 East, M.D. 3. & M., and running thence N. 53°13' E. 725.5 feet to a point 5 feet west of grantor's east line; thence N. along a line 5 feet west of and parallel to said East line N. 0°03' W. 1514.5 feet to a point in the North line of grantor's property. through and across the aforesaid property together with a right to enter into and upon said land along said lines for the purpose of laying and maintaining said lines, and also at all times in the future for the purpose of repairing, inspecting, and maintaining said lines.

The said grantee covenants and agrees to maintain said pipe lines in good condition and to prevent all leakage therefrom unto the land of the grantor and agrees to pay all damages caused thereby to the grantor, his heirs and assigns, or those in possession of said premises.

The said grantee agrees to maintain and construct said pipe lines at least three feet below the surface of the real property.

The said grantee covenants with the grantor that its successors and assigns will in laying said lines and excavating for the same, do as little damage as possible to the lands of the grantor, and will upon construction and the installation of said lines restore the surface of the lands to its present condition as far as possible.

It is covenanted and agreed by and between the grantor and grantee that all rights hereinbefore granted to grantee subject to the rights and interest of the lessors of the grantor now in possession of said premises.

It is further covenanted and agreed by and between the grantor and grantee that this agreement shall inure to the benefits of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be subscribed and his seal to be affixed thereunto, and the party of the second part has by the President of the Board of Trustees, the Clerk of the City of Tracy thereunto duly authorized to sign its name and affix its corporate seal thereunto, all of which was done on the day and year first above written.

(Seal)

Joe Miller (Seal)
Thos. Garner, President of the Board of Trustees
of the City of Tracy
By George L. Frerichs, Clerk of the City of Tracy.

STATE OF CALIFORNIA)
) ss
County of San Joaquin)

On this 16th day of February, in the year one thousand nine hundred and twenty-four, before me, George M. Hench, a Notary Public in and for the County of San Joaquin, residing therein, duly commissioned and sworn, personally appeared JOE MILLER, known to me to be the person described in, whose name is subscribed to and who executed the annexed instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the County of San Joaquin, the day and year last above written.

(Notary Seal) George E. Hench Notary Public

in and for the County of San Joaquin, State of California.

STATE OF CALIFORNIA)
County of San Joaquin) ss

On this 16th day of February, in the year one thousand nine hundred and twenty-four before me, George M. Hench, a Notary Public in and for the County of San Joaquin, State of California, personally appeared Thos. Garner and George L. Frerichs, known to me to be the President of the Board of Trustees, and the Clerk, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my
office in the County of San Joaquin, the 15th day and year in this certificate first above written.

(Notary Seal) George M. Hench, Notary Public

in and for the County of San Joaquin, State of California.

#6533 Recorded at Request of City of Tracy, Apr.22,1924, at 30 min. past 3 o'clock P.M., in Book of Official Records, Vol.2, page 350, San Joaquin County Records.

Fees: \$Dh. John D. Finney, Recorder No

$\frac{1}{2}, \frac{1}{3}, \frac{1}{4}, \frac{1}{5}, \frac{1}{6}, \frac{1}{7}, \frac{1}{8}, \frac{1}{9}, \frac{1}{10}, \frac{1}{11}, \frac{1}{12}, \frac{1}{13}, \frac{1}{14}, \frac{1}{15}, \frac{1}{16}, \frac{1}{17}, \frac{1}{18}, \frac{1}{19}, \frac{1}{20}, \frac{1}{21}, \frac{1}{22}, \frac{1}{23}, \frac{1}{24}, \frac{1}{25}, \frac{1}{26}, \frac{1}{27}, \frac{1}{28}, \frac{1}{29}, \frac{1}{30}, \frac{1}{31}, \frac{1}{32}, \frac{1}{33}, \frac{1}{34}, \frac{1}{35}, \frac{1}{36}, \frac{1}{37}, \frac{1}{38}, \frac{1}{39}, \frac{1}{40}, \frac{1}{41}, \frac{1}{42}, \frac{1}{43}, \frac{1}{44}, \frac{1}{45}, \frac{1}{46}, \frac{1}{47}, \frac{1}{48}, \frac{1}{49}, \frac{1}{50}, \frac{1}{51}, \frac{1}{52}, \frac{1}{53}, \frac{1}{54}, \frac{1}{55}, \frac{1}{56}, \frac{1}{57}, \frac{1}{58}, \frac{1}{59}, \frac{1}{60}, \frac{1}{61}, \frac{1}{62}, \frac{1}{63}, \frac{1}{64}, \frac{1}{65}, \frac{1}{66}, \frac{1}{67}, \frac{1}{68}, \frac{1}{69}, \frac{1}{70}, \frac{1}{71}, \frac{1}{72}, \frac{1}{73}, \frac{1}{74}, \frac{1}{75}, \frac{1}{76}, \frac{1}{77}, \frac{1}{78}, \frac{1}{79}, \frac{1}{80}, \frac{1}{81}, \frac{1}{82}, \frac{1}{83}, \frac{1}{84}, \frac{1}{85}, \frac{1}{86}, \frac{1}{87}, \frac{1}{88}, \frac{1}{89}, \frac{1}{90}, \frac{1}{91}, \frac{1}{92}, \frac{1}{93}, \frac{1}{94}, \frac{1}{95}, \frac{1}{96}, \frac{1}{97}, \frac{1}{98}, \frac{1}{99}, \frac{1}{100}$

CALIFORNIA IRRIGATED FARMS

OWNER'S NOTICE OF COMPLETION OF WORK

-LC-

TO WHOM IT MAY CONCERN:

CAMPBELL,

Notice is hereby given: That

(Notice of Completion)

A.O. Stewart on or about the 1st day of October, 1923, entered

into an agreement with W.R. CAMPBELL, whereby said Campbell agreed to excavate and construct certain ditches, to-wit: Laterals Numbered C#9.B and C#11A aggregating about one and one-half miles in length.

That all said excavation and construction work was actually completed on the 1st day of March, 1924:

That CALIFORNIA IRRIGATED FARMS, a corporation formed and existing under the laws of the State of California, at all times herein mentioned has been and still is the owner in fee of all the land on which said work was done: and

That a description of said land is as follows:

That certain tract of land in Pescadero Reclamation District No.2058 in the County of San Joaquin, State of California, lying north of Tom Paine Slough known as Unit No.2 of said Pescadero Reclamation District No. 2058.

Dated April 15, 1924.

CALIFORNIA IRRIGATED FARMS. (CORP SEAL)

STATE OF CALIFORNIA.)

By Anna Jones, Vice-President.

County of San Joaquin. } 93.

County of San Joaquin. } ss. AMOS JONES being first duly sworn, deposes and says, That at all times herein mentioned he has been and still is Vice-President of CALIFORNIA IRRIGATED FARMS, a corporation, and authorized by said corporation to give the foregoing notice and make this verification on its behalf; that he has read said foregoing notice and knows the contents

thereof; that the same is true of his own knowledge; and he gives said notice and makes this

EXHIBIT "C"

This instrument certifies that the interest in real property conveyed by grant deed from City of Tracy, a municipal corporation to JAMES TONG, Inc., a California corporation and ZDGW, Inc., a California corporation to the City of Tracy, a public body corporate and politic is hereby accepted by the undersigned on behalf of the City of Tracy and said grantee consents to recordation thereof by its duly authorized officer.

The City of Tracy, a public body corporate and politic

By:
Its:

By:
Its:

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

(1) ACCEPTING PUBLIC IMPROVEMENTS FOR GRANT LINE APARTMENTS AS COMPLETE IN ACCORDANCE WITH THE OFFSITE IMPROVEMENT AGREEMENT AND ASSUME RESPONSIBILITY FOR THEIR FUTURE MAINTENANCE AND REPAIR, (2) AUTHORIZING THE CITY ENGINEER TO RELEASE IMPROVEMENT SECURITY IN ACCORDANCE WITH THE OFFSITE IMPROVEMENT AGREEMENT, (3) AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE, (4) AUTHORIZING THE CITY CLERK TO ACCEPT A PUBLIC UTILITY EASEMENT ALONG THE FRONTAGE OF GRANT LINE ROAD, CONTINGENT UPON DEVELOPER REMOVING EXISTING ENCUMBRANCES AND PROVIDING EVIDENCE OF CLEAN TITLE, AND (5) AUTHORIZING CITY CLERK TO SIGN A QUITCLAIM DEED RELEASING CITY INTEREST IN A STORM DRAINAGE EASEMENT ACROSS THE DEVELOPER'S PROPERTY, AS RECORDED IN BOOK 2, PAGE 360, OFFICIAL RECORDS, ACROSS DEVELOPER'S PROPERTY.

WHEREAS, on July 16, 2016, by Resolution 2016-025, Planning Commission approved a Conditional Use Permit for a 40-unit residential apartment project located at 321 E. Grant Line Road, APN 214-320-83, subject to certain Conditions of Approval including offsite improvements along the Grant Line Road frontage and determined the project is categorically exempt from the California Environmental Quality Act requirements under Guidelines Section 15332 which pertains to certain in-fill development projects; and

WHEREAS, on July 18, 2022, pursuant to Urgency Ordinance No. 1285, City Manager approved an Offsite Improvement Agreement (Agreement) with Golden Park, LLC, a California Limited Liability Company (Developer), to proceed with construction of offsite improvements required under the Conditions of Approval; and

WHEREAS, the City Engineer has inspected the completed work and recommends acceptance of all public improvements completed in accordance with the Agreement; and

WHEREAS, Developer furnished faithful performance and labor and materials bonds in the form of cash assuring completion of the work, but did not furnish a warranty bond to be in effect for a period of one year after City acceptance of public improvements; and

WHEREAS, the City will retain \$5,346 from the Faithful Performance Bond as the Warranty Bond and will retain this amount for one year or upon completion of all required warranty work; and

WHEREAS, the estimated cost of the improvements is as follows:

Roadway Improvements	\$ 21,879
Water	\$ 13,222
Storm Drainage	\$ 12,628
Sanitary Sewer	\$ 5,731
Total	\$ 53,460

; and

WHEREAS, Developer has submitted a signed and notarized grant of Public Utility Easement (PUE) (see Exhibit 1) along the frontage of Grant Line Road; and

WHEREAS, there are existing mechanical liens recorded against the APN, which includes the PUE; and

WHEREAS, Tracy Municipal Code Section 12.32.040 requires that all dedications in fee and grant of easement shall be free of liens and encumbrances except for those which the City, in its discretion, determines would not conflict with the intended ownership and use; and

WHEREAS, staff is recommending the City Council to authorize City Clerk to accept this PUE and record it with the San Joaquin County Recorder contingent upon Developer's removing these encumbrances and providing evidence of clean title; and

WHEREAS, Developer has requested City to quitclaim (see Exhibit 2) their interest in an existing storm drain easement across Developer's property that has no current use; and be it

RESOLVED: That City Council hereby accepts the public improvements for Grant Line Apartments in accordance with the Agreement and assumes responsibility for their future maintenance and repair; and be it

FURTHER RESOLVED: That the City Council authorizes the City Engineer to release performance bond, retaining amounts required for warranty bond; and be it

FURTHER RESOLVED: That City Council authorizes the City Engineer to release labor and materials bond thirty days after recordation of Notice of Completion as statute of limitations period expires in accordance with Civil Code §9356; and be it

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

FURTHER RESOLVED: That City Council authorizes City Clerk to accept a public utility easement along the Grant Line Road frontage and record the easement with the San Joaquin County Recorder's Office contingent upon Developer removing these encumbrances and providing evidence of clean title; and be it

FURTHER RESOLVED: That City Council authorizes City Clerk to approve a quitclaim deed releasing City interest in a storm drain easement crossing Developer's property and record the quitclaim deed with the San Joaquin County Recorder's Office.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on December 17, 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

Exhibit 1: Public Utility Easement
Exhibit 2: Quitclaim Deed

RECORDING REQUESTED BY:

CITY OF TRACY

AND WHEN RECORDED MAIL TO:

CITY CLERK OFFICE
City of Tracy
333 Civic Center Plaza
Tracy, California 95376

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PUBLIC UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Golden Park LLC, a California Limited Liability Company, GRANTOR(S) hereby grants to **CITY OF TRACY**, a municipal corporation, GRANTEE, a non-exclusive and perpetual easement for the excavation, construction, installation, use, operation, maintenance, repair or replacement, as GRANTEE shall from time to time elect, of underground public utilities and appurtenances related thereto, in, over under and across a strip of land as hereinafter set forth ("Easement"), and also the right of ingress thereto and egress therefrom, for all purposes useful or convenient in connection with or incidental to the Easement in the lands situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

Easement as described in Exhibit "A" and as shown in Exhibit "B" attached hereto. GRANTOR shall not erect or construct any building or other structure or drill or operate any well under or within Easement, nor permit the erection or construction of any building or other structure or drilling or operation of any well within Easement. GRANTOR may use the Easement area in any manner that does not interfere with the rights of GRANTEE under this instrument.

It is understood and agreed that the covenants herein contained constitute a covenant running with the land and inure to the benefit of and shall be binding on the heirs, executors, administrators, successors, and assigns of GRANTOR and GRANTEE.

Executed this 15th day of April, 2020.

GRANTORS:

By: _____

By: _____

Name: CHENGZHEN ZHU
Title: CEO/Managing member

Address of the person(s) granting the easement:

3903 California St, Apt 301
San Francisco, CA, 94118

PLEASE USE CALIFORNIA ALL -PURPOSE ACKNOWLEDGEMENT

EXHIBIT "A"
DESCRIPTION
PUBLIC UTILITY EASEMENT

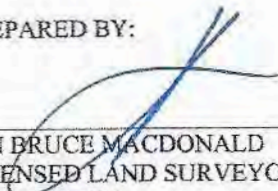
ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF GOLDEN PARK LLC AS DESCRIBED IN DOCUMENT NUMBER 2016-158161, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 10 FEET OF SAID LANDS OF GOLDEN PARK LLC.

BEING A PORTION OF APN 214-320-83

END OF DESCRIPTION

PREPARED BY:


IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP. 12/31/21)
STATE OF CALIFORNIA



4/14/20
DATE

MacKay & Somps
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA, 94588-3355
(925) 225-0690

STEVE BESTOLARIDES
DOC. NO. 94073847

GOLDEN PARK LLC
DOC. NO.
2019-105817

10' PUE

N89°36'50"W 361.71'

GRANT LINE ROAD

50'

30'



0 30 60 120

SCALE: 1" = 60'

LEGEND

—— BOUNDARY OF DESCRIPTION
—— EXISTING PARCEL/RIGHT OF WAY LINE
DOC. NO. DOCUMENT NUMBER

PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT

CITY OF TRACY

CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
LL	JUNE, 2017	1"=60'	19855.01

ALL-PURPOSE ACKNOWLEDGMENT

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

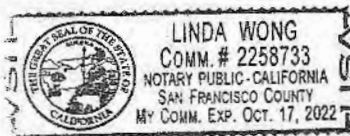
State of California

County of San Francisco } SS.

On April 15, 2020, before me, Linda Wong, Notary Public,

personally appeared Chengzhen Zhu, who proved to me on the

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



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

WITNESS my hand and official seal.

PLACE NOTARY SEAL IN ABOVE SPACE

NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ GUARDIAN/CONSERVATOR
☐ SUBSCRIBING WITNESS
☐ OTHER:

TITLE(S)

DESCRIPTION OF ATTACHED DOCUMENT

public utility easement

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

Top of thumbprint here

RECORDING REQUESTED BY:
Chicago Title Company
Escrow No.: 15-58206465-LE
Locate No.: CACTI7739-7701-5582-0053225640
Title No.: 15-53225640-RB

When Recorded Mail Document
and Tax Statement To:
James Tong
4080 Grafton Street #200
Dublin, CA 94568

SCANNED
4-13 LB

RECEIVED

APR 18 2017

CITY OF TRACY

Easement – 321 E. Grant Line Road, Tracy

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED FOR EASEMENT

"The value of the property in this conveyance, exclusive of liens and encumbrances is \$100 or less, and there is no additional consideration received by the grantor, R & T 11911."

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$-0-

[] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area City of **Tracy**,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **City of Tracy, a municipal Corporation**

hereby remises, releases and quitclaims to **JAMES TONG, Inc., a California corporation and ZDGW, Inc., a California corporation**

the following described real property in the City of **Tracy**, County of **San Joaquin**, State of **California**:

AN EASEMENT AS EXHIBIT "A and B" ATTACHED HERETO AND MADE A PART HEREOF

SEE CERTIFICATE OF ACCEPTANCE AS EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREO

April 5, 2017

RECEIVED
APR 13 2017

CSG CONSULTANTS INC

321 E GRANTLINE RD TRACY
GRANT LINE APARTMENTS
16F-4158/16-3209
2ND REVIEW
DUE DATE 4/19/2017

MAIL TAX STATEMENTS AS DIRECTED ABOVE

APN: 250-090-080-000

City of Tracy, a Municipal corporation

By:
Its:

By:
Its:

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

State of California)
County of _____)

On _____ before me,
_____, Notary Public
(here insert name and title of the officer), personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No.: 15-58206465-LE
Locate No.: CACTI7739-7701-5582-0053225640
Title No.: 15-53225640-RB

EXHIBIT "A"

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: City of Tracy
Purpose: pipeline(s) for sewerage purposes, including storm sewer, 10 feet wide
Recording Date: April 22, 1924
Recording No.: Book 2, page 360, Official Records
Affects: See EXHIBIT "B"

EXHIBIT "B"

of beginning being seventeen hundred forty-one and eight tenths (1741.8) feet, more or less, Easterly and eight hundred five and one tenth (805.1) feet, more or less, Northerly, from the center of said Section Twenty-nine (Sec. 29), measured along the property line; thence Northwesterly seventeen hundred eighty-five and seven tenths (1785.7) feet, more or less, to the point of intersection of the center line of first party's twelve (12) inch pipe line, as now located, with the Northwestern property line of second party, which point is four hundred fifty-seven and five tenths (457.5) feet, more or less, Northeasterly from the most Westerly Northwest corner of said property;

in and with respect to which said strip of land the rights set forth in the above mentioned grant of right of way shall be and remain in full force and effect; also saving and excepting to first party the right to erect, maintain and operate telegraph or telephone lines upon said Northeast Quarter of Section Twenty-nine (NE¹/₄ of Sec.29), as in said grant of right of way provide.

IN WITNESS WHEREOF, on the day and year first above written, the said first party has hereto caused its corporate name to be signed and its corporate seal to be affixed by its proper officers, who are thereunto duly authorized.

(Corp. Seal) Standard Oil Company,
By H.M. Storey, Vice-President
By S.G. Hanson, Asst. Secretary

Prepared by F.D.A. Form approved, Pillsbury, Madison & Sutro, By -----

or Approved form No.18 - 14. Examined E.E.C. Approved A.F.S. Manager Right of
Way Dept.
Description approved P.M. Engineer.
Approved for Execution: H.N.K. Manager Pipe Line Dept.

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss

On this first day of April, in the year of our Lord One Thousand Nine Hundred and Twenty-four, before me, Frank L. Owen, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared H.M. Storey and S.G. Hanson, known to me to be the Vice President and Assistant Secretary, respectively of Standard Oil Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the said Corporation therein named, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County and State aforesaid, the day and year in this certificate first above written.

(Notary Seal) Frank L.Owen Notary Public

in and for said City and County of San Francisco, State of California.

§5449 Recorded at Request of Pacific Oil Co. Apr.21,1924 at 40 min.past 1 o'clock P.M. in Book of Official Records, Vol.2 page 359, San Joaquin County Records.

Page 21.60 John D. Finney Recorder MO

MILLER JOE " THIS INDENTURE, Made this 16th day of February, A.D.1924, by and between
" Joe Miller, a widower, of the County of San Joaquin, State of California,
CITY OF TRACY " party of the first part, hereinafter called the grantor, and the City of
(Agreement) " Tracy, a municipal corporation of the County of San Joaquin, State of Cal-
" ifornia, duly organized and existing under and by virtue of the laws of the
State of California, the party of the second part, hereinafter called the grantees,

WITNESSETH: WHEREAS, the grantor is the owner in fee simple of the following described real property, to-wit:

All that certain lot, piece or parcel of land situate, lying and being in the County of San Joaquin, State of California, and particularly described as follows, to-wit:

Being a part of the southeast quarter of Section Sixteen (16) in Township Two (2) South Range 5 East, M.D. 3. & M., and commencing at intersection of South boundary line of Rancho El Pescadero on Santa's Road with boundary line between lands of the Estate of Henry M. Hagles and the Estate of Kate D. McLaughlin to the North of and about 1 1/4 miles from Tracy; thence West along said Santa's Road twenty (20) chains, thence North thirty (30) chains, thence East twenty (20) chains to said division line of lands formerly belonging to Estates of said Hagles and McLaughlin, thence South thirty (30) chains to point of beginning, and containing sixty (60) acres, excepting therefrom five acres in the Southwest corner also two acres in the southwest corner.

WHEREAS, the grantee is desirous of constructing and laying through and across the aforesaid real property pipe lines for sewerage purposes.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars paid by the grantee to the grantor, the receipt whereof is hereby acknowledged, and the mutual covenants and agreements of the parties herein contained and other good and valuable consideration moving between the parties hereto, it is hereby agreed as follows, to-wit:

The grantor does hereby grant an easement not to exceed ten feet wide for right of way to said grantee to lay, construct, and maintain, a pipe line or lines for sewerage purposes, including storm sewerage from the City, the center line of which is particularly described as follows, to-wit:

Beginning at a point 30' North and 1311 feet east of the south quarter corner of Section 16, Township 2 South, Range 5 East, M.D. 3. & M., and running thence N. 53°13' E. 725.5 feet to a point 5 feet west of grantor's east line; thence N. along a line 5 feet west of and parallel to said East line N. 0°03' W. 1514.5 feet to a point in the North line of grantor's property. through and across the aforesaid property together with a right to enter into and upon said land along said lines for the purpose of laying and maintaining said lines, and also at all times in the future for the purpose of repairing, inspecting, and maintaining said lines.

The said grantee covenants and agrees to maintain said pipe lines in good condition and to prevent all leakage therefrom unto the land of the grantor and agrees to pay all damages caused thereby to the grantor, his heirs and assigns, or those in possession of said premises.

The said grantee agrees to maintain and construct said pipe lines at least three feet below the surface of the real property.

The said grantee covenants with the grantor that its successors and assigns will in laying said lines and excavating for the same, do as little damage as possible to the lands of the grantor, and will upon construction and the installation of said lines restore the surface of the lands to its present condition as far as possible.

It is covenanted and agreed by and between the grantor and grantee that all rights hereinbefore granted to grantee subject to the rights and interest of the lessors of the grantor now in possession of said premises.

It is further covenanted and agreed by and between the grantor and grantee that this agreement shall inure to the benefits of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be subscribed and his seal to be affixed thereunto, and the party of the second part has by the President of the Board of Trustees, the Clerk of the City of Tracy thereunto duly authorized to sign its name and affix its corporate seal thereunto, all of which was done on the day and year first above written.

(Seal)

Joe Miller (Seal)
Thos. Garner, President of the Board of Trustees
of the City of Tracy
By George L. Frerichs, Clerk of the City of Tracy.

STATE OF CALIFORNIA)
) ss
County of San Joaquin)

On this 16th day of February, in the year one thousand nine hundred and twenty-four, before me, George M. Hench, a Notary Public in and for the County of San Joaquin, residing therein, duly commissioned and sworn, personally appeared JOE MILLER, known to me to be the person described in, whose name is subscribed to and who executed the annexed instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the County of San Joaquin, the day and year last above written.

(Notary Seal) George E. Hench Notary Public

in and for the County of San Joaquin, State of California.

STATE OF CALIFORNIA)
County of San Joaquin) ss

On this 16th day of February, in the year one thousand nine hundred and twenty-four before me, George M. Hench, a Notary Public in and for the County of San Joaquin, State of California, personally appeared Thos. Garner and George L. Frerichs, known to me to be the President of the Board of Trustees, and the Clerk, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my
office in the County of San Joaquin, the day and year in this certificate first above written.

(Notary Seal) George M. Hench, Notary Public

in and for the County of San Joaquin, State of California.

#6533 Recorded at Request of City of Tracy, Apr.22,1924, at 30 min. past 3 o'clock P.M., in Book of Official Records, Vol.2, page 350, San Joaquin County Records.

Fees: \$Dh. John D. Finney, Recorder No

$\frac{1}{2}, \frac{1}{3}, \frac{1}{4}, \frac{1}{5}, \frac{1}{6}, \frac{1}{7}, \frac{1}{8}, \frac{1}{9}, \frac{1}{10}, \frac{1}{11}, \frac{1}{12}, \frac{1}{13}, \frac{1}{14}, \frac{1}{15}, \frac{1}{16}, \frac{1}{17}, \frac{1}{18}, \frac{1}{19}, \frac{1}{20}, \frac{1}{21}, \frac{1}{22}, \frac{1}{23}, \frac{1}{24}, \frac{1}{25}, \frac{1}{26}, \frac{1}{27}, \frac{1}{28}, \frac{1}{29}, \frac{1}{30}, \frac{1}{31}, \frac{1}{32}, \frac{1}{33}, \frac{1}{34}, \frac{1}{35}, \frac{1}{36}, \frac{1}{37}, \frac{1}{38}, \frac{1}{39}, \frac{1}{40}, \frac{1}{41}, \frac{1}{42}, \frac{1}{43}, \frac{1}{44}, \frac{1}{45}, \frac{1}{46}, \frac{1}{47}, \frac{1}{48}, \frac{1}{49}, \frac{1}{50}, \frac{1}{51}, \frac{1}{52}, \frac{1}{53}, \frac{1}{54}, \frac{1}{55}, \frac{1}{56}, \frac{1}{57}, \frac{1}{58}, \frac{1}{59}, \frac{1}{60}, \frac{1}{61}, \frac{1}{62}, \frac{1}{63}, \frac{1}{64}, \frac{1}{65}, \frac{1}{66}, \frac{1}{67}, \frac{1}{68}, \frac{1}{69}, \frac{1}{70}, \frac{1}{71}, \frac{1}{72}, \frac{1}{73}, \frac{1}{74}, \frac{1}{75}, \frac{1}{76}, \frac{1}{77}, \frac{1}{78}, \frac{1}{79}, \frac{1}{80}, \frac{1}{81}, \frac{1}{82}, \frac{1}{83}, \frac{1}{84}, \frac{1}{85}, \frac{1}{86}, \frac{1}{87}, \frac{1}{88}, \frac{1}{89}, \frac{1}{90}, \frac{1}{91}, \frac{1}{92}, \frac{1}{93}, \frac{1}{94}, \frac{1}{95}, \frac{1}{96}, \frac{1}{97}, \frac{1}{98}, \frac{1}{99}, \frac{1}{100}$

CALIFORNIA IRRIGATED FARMS

OWNER'S NOTICE OF COMPLETION OF WORK

-LC-

TO WHOM IT MAY CONCERN:

CAMPBELL,

Notice is hereby given: That

(Notice of Completion)

A.O. Stewart on or about the 1st day of October, 1923, entered

into an agreement with W.R. CAMPBELL, whereby said Campbell agreed to excavate and construct certain ditches, to-wit: Laterals Numbered C#9.B and C#11A aggregating about one and one-half miles in length.

That all said excavation and construction work was actually completed on the 1st day of March, 1924:

That CALIFORNIA IRRIGATED FARMS, a corporation formed and existing under the laws of the State of California, at all times herein mentioned has been and still is the owner in fee of all the land on which said work was done: and

That a description of said land is as follows:

That certain tract of land in Pescadero Reclamation District No.2058 in the County of San Joaquin, State of California, lying north of Tom Paine Slough known as Unit No.2 of said Pescadero Reclamation District No. 2058.

Dated April 15, 1924.

CALIFORNIA IRRIGATED FARMS. (CORP SEAL)

STATE OF CALIFORNIA,)

By Anna Jones, Vice-President.

County of San Joaquin. } 93.

County of San Joaquin. } ss. AMOS JONES being first duly sworn, deposes and says, That at all times herein mentioned he has been and still is Vice-President of CALIFORNIA IRRIGATED FARMS, a corporation, and authorized by said corporation to give the foregoing notice and make this verification on its behalf; that he has read said foregoing notice and knows the contents

thereof; that the same is true of his own knowledge; and he gives said notice and makes this

EXHIBIT "C"

This instrument certifies that the interest in real property conveyed by grant deed from City of Tracy, a municipal corporation to JAMES TONG, Inc., a California corporation and ZDGW, Inc., a California corporation to the City of Tracy, a public body corporate and politic is hereby accepted by the undersigned on behalf of the City of Tracy and said grantee consents to recordation thereof by its duly authorized officer.

The City of Tracy, a public body corporate and politic

By:
Its:

By:
Its:

Agenda Item 3.A

RECOMMENDATION

Adopt a Resolution reciting the facts of the General Municipal Election held in the City of Tracy on November 5, 2024, and declaring the results of the Election and such other matters as provided by law.

EXECUTIVE SUMMARY

A General Municipal Election (Election) was held on November 5, 2024. The San Joaquin County Registrar of Voters Office has certified the results. California Election Code Section 10263 requires that the City Council adopt a resolution reciting the fact of the election and declaring the results of the election and other matters, as provided by law, upon completion of the canvass.

BACKGROUND AND LEGISLATIVE HISTORY

A General Municipal Election was held in the City of Tracy (City) on Tuesday, November 5, 2024, pursuant to Resolution No. 2024-080 (Attachment A), adopted by Council on June 4, 2024. The Registrar of Voters for San Joaquin County has canvassed the returns of the Election and certified the results per Elections Code sections 10262 et seq. as follows:

- The names of the persons voted for at the Election for the seat of Mayor were Dan Arriola, Eleassia Davis, and Mary Mitracos.
- The names of the persons voted for at the election for the seat of Member of the City Council were Steve Abercrombie, Mateo Bedolla, Dominic Biles, Joseph Colmenares, Alice English, Cliff Hudson, Wes Huffman, Tai'Rance Kelly Sr., Guy McIntyre, Dotty Nygard, Mike Schober.
- The name of the person voted for at the election for Treasurer was Raymond McCray.

The number of precincts and the number of votes given in the City to each of the persons named above for the respective offices for which the persons were candidates, are included in the certified results (Attachment B).

Per State law, the City Council is required to adopt a resolution declaring the following results: that Dan Arriola was elected as Mayor for the full term of two years; that Steve Abercrombie was elected as Member of the City Council for the full term of four years, and Dotty Nygard was elected as Member of the City Council to serve a term of four years; that Raymond McCray was elected as Treasurer for the full term of four years.

ANALYSIS

In compliance with the California Elections Code 1301, the City Council adopted Ordinance No.

470 establishing that the City of Tracy holds a regular General Municipal Election on every even numbered year on the first Tuesday after the first Monday in November in each such even-numbered year. The City Council has three seats (two Council Members and Mayor) whose terms will expire by the end of 2024.

To reduce costs of the election, pursuant to California Elections code Section 10002, the City Council adopted Resolution 2024-080 requesting that the Board of Supervisors of the County of San Joaquin consent to the consolidation of the City's General Municipal Election of November 5, 2024, with the Statewide General Election that was held by the County of San Joaquin and provide the assistance of the County Registrar of Voters for the Election.

Pursuant to Elections Code 10263, the City Council must adopt a resolution reciting the facts of the General Municipal Election held on November 5, 2024, declaring the results and other matters as provided by law, upon completion of the canvas. The Registrar of Voters for San Joaquin County has canvassed the returns of the Election and certified the results per Elections Code sections 10262 et al.

FISCAL IMPACT

The actual cost of the Election is unknown at this time. Based on past practice, the County will provide a full accounting and invoice to the City by January 2025 and the City of Tracy will reimburse the County for its services. The City budgeted \$221,450 in the FY 2024/25 budget.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council, pursuant to the Elections Code, adopt a resolution reciting the facts of the General Municipal Election held on November 5, 2024, declaring the results and other matters as provided by law.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Sara Castro, Finance Director
Arturo Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – Tracy City Council Resolution 2024-080

Attachment B – San Joaquin County Registrar of Voters Certification of Results of the City of Tracy General Election held on November 5, 2024

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2024-080

1) CALLING AND GIVING NOTICE TO HOLD A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS PURSUANT TO THE CALIFORNIA ELECTIONS CODE; 2) REQUESTING THE BOARD OF SUPERVISORS OF SAN JOAQUIN COUNTY TO CONSOLIDATE THE CITY OF TRACY'S GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024; 3) REQUESTING THE SERVICES OF THE SAN JOAQUIN COUNTY REGISTRAR OF VOTERS (REGISTRAR); AND 4) AUTHORIZING THE PAYMENT OF COSTS FOR THE REGISTRAR'S SERVICES FOR SUCH AMOUNT OF ACTUAL COSTS INCURRED

WHEREAS, Under California Elections Code 1301, a General Municipal Election must be held on an established election date unless the relevant city council has enacted an ordinance requiring its election to be held on one of the dates specified in such statute; and

WHEREAS, In compliance with the California Elections Code 1301, the City Council adopted Ordinance No. 470 establishing that the City of Tracy holds a regular General Election on every even numbered year on the first Tuesday after the first Monday in November in each such even-numbered year; and

WHEREAS, The City of Tracy holds a General Municipal Election to fill a vacant and/or term expired City Council seat; or place any public or City Council generated measure/ initiative/referendum on the ballot; and

WHEREAS, The City Council will have three Council seats and City Treasurer whose terms will expire by the end of 2024. The three Council seats whose terms are expiring are currently held by Council Member Bedolla, Mayor Pro Tem Davis, and Mayor Young and City Treasurer Ray McCray; and

WHEREAS, The City seeks to hold the City's General Municipal Election on Tuesday, November 5, 2024; and

WHEREAS, To reduce the costs of the election, pursuant to California Elections Code Section 10002, the City seeks to request the Board of Supervisors of San Joaquin County to consolidate the City's General Municipal Election, of November 5, 2024, with the Statewide General Election that will be held by the County of San Joaquin (County); and

WHEREAS, Pursuant to California Elections Code Section 10400, the City seeks to request the services of the San Joaquin County Registrar of Voters (Registrar) for its election; and

WHEREAS, The Registrar has provided an estimated cost of conducting the election for the City, which amount is anticipated not to exceed \$200,000; and now therefore be it

RESOLVED: That the City Council of the City of Tracy, California, hereby calls and provides notice for the holding of a General Municipal Election in the City of Tracy, California, on Tuesday, November 5, 2024, for the purpose of electing a Mayor for the full term of two years commencing December 2024 and expiring November 2026; two members of the City Council for the full term of four years commencing December 2024 and expiring November 2028, and a Treasurer for the full term of four years commencing December 2024 and expiring November 2028; and be it further

RESOLVED: That the City Council hereby requests the Board of Supervisors of the County of San Joaquin consent and agree to the consolidation of the City's General Municipal Election with the Statewide General Election on Tuesday November 5, 2024 and to provide the assistance of the County Registrar of Voters for such election; and be it further

RESOLVED: That the City Council hereby authorizes the County Elections Department of San Joaquin County Election to hold the General Municipal Election in all respects with the Statewide General Election, as if there were only one election, with only one form of ballot, and canvass the returns of the General Municipal Election; and be it further

RESOLVED: That the Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary for holding of the consolidated election; and be it further

RESOLVED: That the City Council hereby appropriates all monies necessary to prepare for and conduct said election and hereby authorizes the City Clerk to take any and all actions necessary to prepare for and conduct said election consistent with this Resolution and the California Elections Code where applicable; and be it further


RESOLVED: That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Elections Department of the County of San Joaquin; and be it further

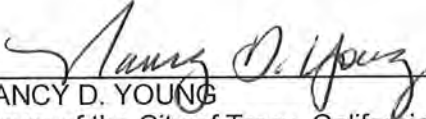
RESOLVED: That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

* * * * *

The foregoing Resolution 2024-080 was adopted by the Tracy City Council on June 4, 2024, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, EVANS, DAVIS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTENTION:	COUNCIL MEMBERS: NONE

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


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



SAN JOAQUIN
—COUNTY—
Greatness grows here.

Registrar of Voters

Olivia Hale, Registrar of Voters
Eric Diaz, Assistant Registrar of Voters

December 4, 2024

CITY OF TRACY
333 CIVIC CENTER PLAZA
TRACY, CA 95376

Subject: Certification of the Tuesday, November 5, 2024, General Election

Dear ADRIANNE RICHARDSON:

The election for your district was held on November 5, 2024, and the results are now finalized. Enclosed is the Certificate of Election Facts, Cumulative Results, and Candidate Certificate(s). We look forward to serving you again in any future elections.

Sincerely,

A handwritten signature in cursive script, reading "Olivia Hale".

Olivia Hale
San Joaquin County Registrar of Voters

Enclosures:

Certificate of Election Facts
Exhibit A (Cumulative Results)
Candidate Certificate(s)



COUNTY OF SAN JOAQUIN VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of San Joaquin } ss.

I, OLIVIA HALE, Registrar of Voters of the County of San Joaquin, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in San Joaquin County in the:

City of Tracy

to elect: **2 Council Members**

at the **November 5, 2024 General Election.**

The results of the Official Canvass conducted by this office are as follows:

Candidates Name	Total Votes Cast
Steve Abercrombie*	12,196
Dotty Nygard*	7,923
Mateo Bedolla	7,673
Guy McIntyre	6,560
Alice English	6,357
Cliff Hudson	5,972
Wes Huffman	4,992
Joseph Colmenare	1,888
Tai'Rance Kelly Sr.	1,797
Mike Schober	958
Dominic D Biles	952

I further certify that the conduct of the election and canvassing of the ballots was in every respect in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this
December 3, 2024, in accordance with the laws of the State of California.



OLIVIA HALE
REGISTRAR OF VOTERS
County of San Joaquin
State of California

*Elected

Cumulative Results Report

SAN JOAQUIN COUNTY

Official Results

Official 2024 General Election

GENERAL ELECTION

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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President and Vice President - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DONALD J. TRUMP JD VANCE		99,654	46.66%	1,066	55.49%	28,276	58.62%	128,996	48.92%
CLAUDIA DE LA CRUZ KARINA GARCIA		1,034	0.48%	11	0.57%	232	0.48%	1,277	0.48%
KAMALA D. HARRIS TIM WALZ		107,298	50.24%	815	42.43%	18,534	38.43%	126,647	48.03%
ROBERT F. KENNEDY JR. NICOLE SHANAHAN		2,854	1.34%	11	0.57%	548	1.14%	3,413	1.29%
CHASE OLIVER MIKE TER MAAT		653	0.31%	0	0.00%	102	0.21%	755	0.29%
JILL STEIN RUDOLPH WARE		2,028	0.95%	18	0.94%	537	1.11%	2,583	0.98%
PETER SONSKI LAUREN ONAK (W)		34	0.02%	0	0.00%	4	0.01%	38	0.01%
Cast Votes:		213,555	100.00%	1,921	100.00%	48,233	100.00%	263,709	100.00%
Undervotes:		2,008		3		248		2,259	
Overvotes:		223		5		224		452	
Rejected write-in votes:		1,008		4		195		1,207	
Unresolved write-in votes:		0		0		0		0	

United States Senator Full Term - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
STEVE GARVEY		100,992	48.37%	1,020	56.92%	27,052	59.23%	129,064	50.36%
ADAM B. SCHIFF		107,813	51.63%	772	43.08%	18,620	40.77%	127,205	49.64%
Cast Votes:		208,805	100.00%	1,792	100.00%	45,672	100.00%	256,269	100.00%
Undervotes:		7,965		138		3,127		11,230	
Overvotes:		24		3		101		128	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

EXHIBIT A

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SAN JOAQUIN COUNTY

GENERAL ELECTION

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Official Results

Registered Voters

267,627 of 378,657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

United States Senator Partial/Unexpired Term - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
STEVE GARVEY		99,188	48.47%	985	56.45%	26,356	59.23%	126,529	50.43%
ADAM B. SCHIFF		105,461	51.53%	760	43.55%	18,145	40.77%	124,366	49.57%
Cast Votes:		204,649	100.00%	1,745	100.00%	44,501	100.00%	250,895	100.00%
Undervotes:		12,128		187		4,343		16,658	
Overvotes:		17		1		56		74	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Congressional District 9 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
248	248	100.00%	251,814	357,275	70.48%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
KEVIN LINCOLN		90,529	45.91%	932	54.73%	24,054	56.25%	115,515	47.80%
JOSH HARDER		106,667	54.09%	771	45.27%	18,708	43.75%	126,146	52.20%
Cast Votes:		197,196	100.00%	1,703	100.00%	42,762	100.00%	241,661	100.00%
Undervotes:		7,071		154		2,810		10,035	
Overvotes:		17		3		98		118	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

SAN JOAQUIN COUNTY

Official Results

Official 2024 General Election

GENERAL ELECTION

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Congressional District 13 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
24	24	100.00%	15,813	21,382	73.95%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JOHN DUARTE		5,324	44.27%	38	55.88%	1,633	55.06%	6,995	46.45%
ADAM GRAY		6,701	55.73%	30	44.12%	1,333	44.94%	8,064	53.55%
Cast Votes:		12,025	100.00%	68	100.00%	2,966	100.00%	15,059	100.00%
Undervotes:		485		5		259		749	
Overvotes:		0		0		5		5	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

State Senator District 5 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JERRY MCNERNEY		106,073	51.25%	758	43.51%	18,267	40.58%	125,098	49.31%
JIM SHOEMAKER		100,890	48.75%	984	56.49%	26,747	59.42%	128,621	50.69%
Cast Votes:		206,963	100.00%	1,742	100.00%	45,014	100.00%	253,719	100.00%
Undervotes:		9,818		191		3,830		13,839	
Overvotes:		13		0		56		69	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267,617 of 373,657 = 71.58%

Precincts Reporting

272 of 272 = 100.00%

Assembly District 9 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
116	116	100.00%	119,278	157,794	75.59%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
HEATH FLORA		58,803	67.28%	327	68.55%	13,315	71.22%	72,445	67.98%
TAMI NOBRIGA		28,596	32.72%	150	31.45%	5,380	28.78%	34,126	32.02%
Cast Votes:		87,399	100.00%	477	100.00%	18,695	100.00%	106,571	100.00%
Undervotes:		10,311		72		2,300		12,683	
Overvotes:		3		0		21		24	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Assembly District 13 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
156	156	100.00%	148,349	220,863	67.17%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DENISE AGUILAR MENDEZ		45,564	41.02%	656	53.12%	13,017	52.10%	59,237	43.14%
RHODESIA RANSOM		65,523	58.98%	579	46.88%	11,969	47.90%	78,071	56.86%
Cast Votes:		111,087	100.00%	1,235	100.00%	24,986	100.00%	137,308	100.00%
Undervotes:		7,988		148		2,656		10,792	
Overvotes:		6		1		242		249	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

San Joaquin Delta Community College District Governing Board Member Trustee Area 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
29	29	100.00%	24,181	41,582	58.15%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
RALPH LEE WHITE		5,586	33.74%	133	36.64%	1,771	38.89%	7,490	34.88%
SHELLY STOLL SWANSON		10,969	66.26%	230	63.36%	2,783	61.11%	13,982	65.12%
Cast Votes:		16,555	100.00%	363	100.00%	4,554	100.00%	21,472	100.00%
Undervotes:		1,687		59		721		2,467	
Overvotes:		2		1		57		60	
Rejected write-in votes:		130		7		45		182	
Unresolved write-in votes:		0		0		0		0	

San Joaquin Delta Community College District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
36	36	100.00%	36,338	53,719	67.64%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
SAMUEL ANDERSON		4,706	18.85%	115	33.05%	1,268	24.53%	6,089	19.98%
JULIE D. KAY		7,629	30.56%	117	33.62%	1,768	34.20%	9,514	31.21%
DAN WRIGHT		12,628	50.59%	116	33.33%	2,134	41.28%	14,878	48.81%
Cast Votes:		24,963	100.00%	348	100.00%	5,170	100.00%	30,481	100.00%
Undervotes:		4,270		84		1,260		5,614	
Overvotes:		17		0		16		33	
Rejected write-in votes:		158		2		50		210	
Unresolved write-in votes:		0		0		0		0	

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SAN JOAQUIN COUNTY

GENERAL ELECTION

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Official Results

Registered Voters
267627 of 279617 = 95.68%

Precincts Reporting
272 of 272 = 100.00%

San Joaquin Delta Community College District Governing Board Member Trustee Area 6 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
41	41	100.00%	44,347	61,817	71.74%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
CATALINA PIÑA		20,807	70.34%	64	64.00%	4,336	68.09%	25,207	69.93%
ROSARIO PATRICK		8,772	29.66%	36	36.00%	2,032	31.91%	10,840	30.07%
Cast Votes:		29,579	100.00%	100	100.00%	6,368	100.00%	36,047	100.00%
Undervotes:		6,451		46		1,559		8,056	
Overvotes:		4		0		15		19	
Rejected write-in votes:		176		1		48		225	
Unresolved write-in votes:		0		0		0		0	

Stockton Unified School District Governing Board Member Trustee Area 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
7	7	100.00%	6,062	10,594	57.22%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ISABEL PEREZ		2,954	73.52%	72	66.67%	853	70.32%	3,879	72.65%
ANTHONY WOFFORD		1,064	26.48%	36	33.33%	360	29.68%	1,460	27.35%
Cast Votes:		4,018	100.00%	108	100.00%	1,213	100.00%	5,339	100.00%
Undervotes:		465		21		204		690	
Overvotes:		0		0		4		4	
Rejected write-in votes:		19		0		10		29	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Stockton Unified School District Governing Board Member Trustee Area 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	5,220	9,269	56.32%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MAXIMILIANO BEAS		1,481	42.53%	28	44.44%	399	42.27%	1,908	42.50%
FRANK C. SILVA		2,001	57.47%	35	55.56%	545	57.73%	2,581	57.50%
Cast Votes:		3,482	100.00%	63	100.00%	944	100.00%	4,489	100.00%
Undervotes:		452		11		233		696	
Overvotes:		1		0		2		3	
Rejected write-in votes:		25		0		7		32	
Unresolved write-in votes:		0		0		0		0	

Stockton Unified School District Governing Board Member Trustee Area 4 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
10	10	100.00%	10,120	14,219	71.17%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
GWENDOLYN D. DAILEY		889	13.22%	14	15.22%	158	10.11%	1,061	12.66%
STEFANIE ALFARO		1,045	15.53%	25	27.17%	366	23.42%	1,436	17.13%
SHAUNA PRIEST		2,975	44.22%	24	26.09%	605	38.71%	3,604	43.00%
DOUG VIGIL		705	10.48%	17	18.48%	172	11.00%	894	10.67%
THADDEUS SMITH III		1,113	16.55%	12	13.04%	262	16.76%	1,387	16.55%
Cast Votes:		6,727	100.00%	92	100.00%	1,563	100.00%	8,382	100.00%
Undervotes:		1,283		29		353		1,665	
Overvotes:		3		0		10		13	
Rejected write-in votes:		47		1		12		60	
Unresolved write-in votes:		0		0		0		0	

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SAN JOAQUIN COUNTY

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Official Results

Registered Voters

267527 of 378637 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Lincoln Unified School District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	4,124	5,545	74.37%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BRIAN HOLDAWAY		1,528	51.73%	10	37.04%	248	47.60%	1,786	51.00%
ASHLEY JONES		1,426	48.27%	17	62.96%	273	52.40%	1,716	49.00%
Cast Votes:		2,954	100.00%	27	100.00%	521	100.00%	3,502	100.00%
Undervotes:		475		4		117		596	
Overvotes:		1		0		1		2	
Rejected write-in votes:		19		0		5		24	
Unresolved write-in votes:		0		0		0		0	

Manteca Unified School District Governing Board Member Trustee Area 7 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
9	9	100.00%	7,345	10,186	72.11%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
KELLY ALVAREZ		1,306	26.45%	3	20.00%	378	33.51%	1,687	27.75%
BOB WALLACE		3,631	73.55%	12	80.00%	750	66.49%	4,393	72.25%
Cast Votes:		4,937	100.00%	15	100.00%	1,128	100.00%	6,080	100.00%
Undervotes:		922		7		293		1,222	
Overvotes:		0		0		4		4	
Rejected write-in votes:		27		0		12		39	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters
267627 of 378657 = 70.68%

Precincts Reporting
272 of 272 = 100.00%

Lodi Unified School District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
9	9	100.00%	12,011	16,195	74.16%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
VICTORIA LENDERMAN		3,371	43.02%	33	49.25%	789	49.41%	4,193	44.14%
MAIA AGUIRRE		2,155	27.50%	16	23.88%	525	32.87%	2,696	28.38%
GARY KNACKSTEDT		2,310	29.48%	18	26.87%	283	17.72%	2,611	27.48%
Cast Votes:		7,836	100.00%	67	100.00%	1,597	100.00%	9,500	100.00%
Undervotes:		1,860		21		429		2,310	
Overvotes:		3		0		137		140	
Rejected write-in votes:		50		1		10		61	
Unresolved write-in votes:		0		0		0		0	

Lodi Unified School District Governing Board Member Trustee Area 7 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	7,704	11,802	65.28%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JOSEPH ANTHONY GARDEA		1,838	36.35%	17	41.46%	506	43.62%	2,361	37.73%
JOE NAVA		3,219	63.65%	24	58.54%	654	56.38%	3,897	62.27%
Cast Votes:		5,057	100.00%	41	100.00%	1,160	100.00%	6,258	100.00%
Undervotes:		1,077		10		308		1,395	
Overvotes:		0		0		11		11	
Rejected write-in votes:		29		1		10		40	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Lammersville Unified School District Governing Board Member Trustee Area 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	1,857	2,357	78.79%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DAVID A POMBO		823	59.90%	2	66.67%	161	52.27%	986	58.52%
SUREKHA SHEKAR		551	40.10%	1	33.33%	147	47.73%	699	41.48%
Cast Votes:		1,374	100.00%	3	100.00%	308	100.00%	1,685	100.00%
Undervotes:		117		5		43		165	
Overvotes:		0		0		0		0	
Rejected write-in votes:		7		0		0		7	
Unresolved write-in votes:		0		0		0		0	

Lammersville Unified School District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,344	1,767	76.06%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
SAMIK MODY		556	58.71%	2	100.00%	103	53.93%	661	57.98%
RAMASRI UPADHYAYULA		391	41.29%	0	0.00%	88	46.07%	479	42.02%
Cast Votes:		947	100.00%	2	100.00%	191	100.00%	1,140	100.00%
Undervotes:		138		0		48		186	
Overvotes:		0		0		3		3	
Rejected write-in votes:		13		0		2		15	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Tracy Unified School District Governing Board Member Trustee Area 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	5,272	7,464	70.63%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ZACHARY HOFFERT		393	11.58%	2	15.38%	107	14.21%	502	12.06%
NAVI KAHN		1,464	43.12%	5	38.46%	289	38.38%	1,758	42.25%
SCOTT SECKER		1,538	45.30%	6	46.15%	357	47.41%	1,901	45.69%
Cast Votes:		3,395	100.00%	13	100.00%	753	100.00%	4,161	100.00%
Undervotes:		841		6		229		1,076	
Overvotes:		3		0		1		4	
Rejected write-in votes:		28		0		3		31	
Unresolved write-in votes:		0		0		0		0	

Galt Joint Union High School District Governing Board Member Trustee Area 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	2,091	2,649	78.94%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
KAROL MESSERSMITH		704	50.65%	4	66.67%	149	52.84%	857	51.07%
PATRICK W. MAPLE		686	49.35%	2	33.33%	133	47.16%	821	48.93%
Cast Votes:		1,390	100.00%	6	100.00%	282	100.00%	1,678	100.00%
Undervotes:		334		2		63		399	
Overvotes:		1		0		1		2	
Rejected write-in votes:		10		0		2		12	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Oak View Union School District Governing Board Member - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	1,354	1,700	79.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DANIEL RICE		493	30.60%	3	30.00%	104	38.95%	600	31.78%
TAMMI VAN HOUTEN		567	35.20%	4	40.00%	81	30.34%	652	34.53%
ANN ULLRICH		551	34.20%	3	30.00%	82	30.71%	636	33.69%
Cast Votes:		1,611	100.00%	10	100.00%	267	100.00%	1,888	100.00%
Undervotes:		655		6		142		803	
Overvotes:		0		0		1		1	
Rejected write-in votes:		12		0		3		15	
Unresolved write-in votes:		0		0		0		0	

San Joaquin County Supervisor District 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
53	53	100.00%	35,347	58,928	59.98%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MARIO SANTIAGO GARDEA		14,988	61.05%	354	73.60%	4,951	73.09%	20,293	63.80%
LILLIANA UDANG		9,564	38.95%	127	26.40%	1,823	26.91%	11,514	36.20%
Cast Votes:		24,552	100.00%	481	100.00%	6,774	100.00%	31,807	100.00%
Undervotes:		2,362		86		1,047		3,495	
Overvotes:		3		1		41		45	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

San Joaquin County Supervisor District 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
55	55	100.00%	63,059	85,709	73.57%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
STEVE DEBRUM		22,302	47.30%	139	48.60%	5,255	52.50%	27,696	48.21%
SONNY DHALIWAL		24,847	52.70%	147	51.40%	4,754	47.50%	29,748	51.79%
Cast Votes:		47,149	100.00%	286	100.00%	10,009	100.00%	57,444	100.00%
Undervotes:		4,284		41		1,262		5,587	
Overvotes:		2		0		26		28	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

City of Stockton Mayor - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
81	81	100.00%	90,804	139,587	65.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
CHRISTINA FUGAZI		36,890	54.16%	511	51.46%	8,273	53.50%	45,674	54.00%
TOM PATTI		31,229	45.84%	482	48.54%	7,191	46.50%	38,902	46.00%
Cast Votes:		68,119	100.00%	993	100.00%	15,464	100.00%	84,576	100.00%
Undervotes:		4,304		115		1,602		6,021	
Overvotes:		6		2		199		207	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Stockton Member, City Council District 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	12,507	20,870	59.93%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
WAQAR RIZVI		3,812	42.03%	44	33.85%	643	33.56%	4,499	40.48%
MARIELA PONCE		5,257	57.97%	86	66.15%	1,273	66.44%	6,616	59.52%
Cast Votes:		9,069	100.00%	130	100.00%	1,916	100.00%	11,115	100.00%
Undervotes:		960		21		405		1,386	
Overvotes:		1		0		5		6	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

City of Stockton Member, City Council District 4 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
16	16	100.00%	17,761	25,562	69.48%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MARIO ENRIQUEZ		6,696	51.92%	108	58.06%	1,277	50.74%	8,081	51.80%
GINA VALADEZ-BRACAMONTE		6,200	48.08%	78	41.94%	1,240	49.26%	7,518	48.20%
Cast Votes:		12,896	100.00%	186	100.00%	2,517	100.00%	15,599	100.00%
Undervotes:		1,594		33		525		2,152	
Overvotes:		2		0		8		10	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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City of Stockton Member, City Council District 6 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
14	14	100.00%	12,380	20,583	60.15%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JASON LEE		5,130	57.03%	90	58.06%	1,460	59.98%	6,680	57.67%
KIMBERLY WARMSLEY		3,865	42.97%	65	41.94%	974	40.02%	4,904	42.33%
Cast Votes:		8,995	100.00%	155	100.00%	2,434	100.00%	11,584	100.00%
Undervotes:		481		14		292		787	
Overvotes:		1		0		8		9	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

City of Escalon Member, City Council - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	3,588	4,460	80.45%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DAVID BELLINGER		1,045	22.82%	4	25.00%	173	18.38%	1,222	22.07%
GABRIELLA VARGAS		865	18.89%	2	12.50%	185	19.66%	1,052	19.00%
JEFF KAY		1,202	26.24%	6	37.50%	284	30.18%	1,492	26.95%
SHAWN M. STROHMAN		1,468	32.05%	4	25.00%	299	31.77%	1,771	31.98%
Cast Votes:		4,580	100.00%	16	100.00%	941	100.00%	5,537	100.00%
Undervotes:		1,214		5		346		1,565	
Overvotes:		2		0		1		3	
Rejected write-in votes:		56		1		11		68	
Unresolved write-in votes:		0		0		0		0	

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Precincts Reporting

272 of 272 = 100.00%

City of Manteca Member, City Council District 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	9,003	12,289	73.26%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
CHARLIE HALFORD		5,191	100.00%	33	100.00%	997	100.00%	6,221	100.00%
	Cast Votes:	5,191	100.00%	33	100.00%	997	100.00%	6,221	100.00%
	Undervotes:	1,944		20		456		2,420	
	Overvotes:	0		0		2		2	
	Rejected write-in votes:	300		1		59		360	
	Unresolved write-in votes:	0		0		0		0	

City of Manteca Member, City Council District 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	9,566	12,796	74.76%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
REGINA LACKEY		2,927	41.19%	21	60.00%	696	51.06%	3,644	42.85%
GABRIEL GALLETTA		1,433	20.17%	7	20.00%	333	24.43%	1,773	20.85%
JUDY BLUMHORST		2,746	38.64%	7	20.00%	334	24.50%	3,087	36.30%
	Cast Votes:	7,106	100.00%	35	100.00%	1,363	100.00%	8,504	100.00%
	Undervotes:	796		4		212		1,012	
	Overvotes:	2		0		3		5	
	Rejected write-in votes:	39		1		5		45	
	Unresolved write-in votes:	0		0		0		0	

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Registered Voters

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Precincts Reporting

272 of 272 = 100.00%

City of Lodi Member, City Council District 4 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	2,048	3,677	55.70%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
LYNSY N. DAVIS		444	33.04%	6	42.86%	150	34.09%	600	33.37%
ALEXANDER S ALIFERIS		284	21.13%	4	28.57%	120	27.27%	408	22.69%
RAMON YEPEZ		616	45.83%	4	28.57%	170	38.64%	790	43.94%
Cast Votes:		1,344	100.00%	14	100.00%	440	100.00%	1,798	100.00%
Undervotes:		134		4		92		230	
Overvotes:		2		0		1		3	
Rejected write-in votes:		14		0		3		17	
Unresolved write-in votes:		0		0		0		0	

City of Lodi Member, City Council District 5 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	5,143	6,907	74.46%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MIKEY HOTH		2,865	100.00%	19	100.00%	654	100.00%	3,538	100.00%
Cast Votes:		2,865	100.00%	19	100.00%	654	100.00%	3,538	100.00%
Undervotes:		1,070		4		282		1,356	
Overvotes:		1		0		2		3	
Rejected write-in votes:		203		0		43		246	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Tracy Mayor - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,691	49,103	70.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ELEASSIA DAVIS		8,021	31.12%	38	41.30%	1,761	32.16%	9,820	31.33%
MARY MITRACOS		5,377	20.86%	20	21.74%	1,384	25.28%	6,781	21.63%
DAN ARRIOLA		12,380	48.03%	34	36.96%	2,330	42.56%	14,744	47.04%
Cast Votes:		25,778	100.00%	92	100.00%	5,475	100.00%	31,345	100.00%
Undervotes:		2,331		27		783		3,141	
Overvotes:		5		0		17		22	
Rejected write-in votes:		148		1		34		183	
Unresolved write-in votes:		0		0		0		0	

City of Tracy Member, City Council - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,691	49,103	70.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ALICE ENGLISH		5,136	10.76%	28	16.57%	1,193	12.72%	6,357	11.10%
WES HUFFMAN		4,164	8.73%	15	8.88%	813	8.67%	4,992	8.72%
CLIFF HUDSON		4,929	10.33%	18	10.65%	1,025	10.93%	5,972	10.43%
GUY MCINTYRE		5,664	11.87%	10	5.92%	886	9.45%	6,560	11.45%
STEVE ABERCROMBIE		10,242	21.46%	28	16.57%	1,926	20.54%	12,196	21.30%
JOSEPH COLMENARES		1,474	3.09%	9	5.33%	405	4.32%	1,888	3.30%
DOMINIC D BILES		722	1.51%	4	2.37%	226	2.41%	952	1.66%
MATEO BEDOLLA		6,310	13.22%	30	17.75%	1,333	14.22%	7,673	13.40%
TAI'RANCE KELLY SR.		1,439	3.02%	10	5.92%	348	3.71%	1,797	3.14%
DOTTY NYGARD		6,932	14.53%	15	8.88%	976	10.41%	7,923	13.83%
MIKE SCHOBBER		710	1.49%	2	1.18%	246	2.62%	958	1.67%
Cast Votes:		47,722	100.00%	169	100.00%	9,377	100.00%	57,268	100.00%
Undervotes:		8,470		69		3,113		11,652	
Overvotes:		91		0		40		131	
Rejected write-in votes:		150		2		48		200	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Tracy Treasurer - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,691	49,103	70.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
RAYMOND MCCRAY		18,496	100.00%	65	100.00%	3,539	100.00%	22,100	100.00%
	Cast Votes:	18,496	100.00%	65	100.00%	3,539	100.00%	22,100	100.00%
	Undervotes:	9,243		53		2,623		11,919	
	Overvotes:	0		0		3		3	
	Rejected write-in votes:	523		2		144		669	
	Unresolved write-in votes:	0		0		0		0	

City of Lathrop Mayor - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	12,203	16,740	72.90%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MANSOOR FAZEL		1,754	19.85%	11	22.00%	572	24.72%	2,337	20.86%
PAUL AKINJO		4,227	47.83%	21	42.00%	914	39.50%	5,162	46.09%
DIANA RADONIC		657	7.43%	1	2.00%	155	6.70%	813	7.26%
PAUL CAMARENA		2,199	24.88%	17	34.00%	673	29.08%	2,889	25.79%
	Cast Votes:	8,837	100.00%	50	100.00%	2,314	100.00%	11,201	100.00%
	Undervotes:	637		5		295		937	
	Overvotes:	6		0		15		21	
	Rejected write-in votes:	32		1		11		44	
	Unresolved write-in votes:	0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Lathrop Member, City Council - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	12,203	16,740	72.90%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JENNIFER TORRES-O'CALLAGHAN		5,728	42.40%	32	41.56%	1,299	40.99%	7,059	42.13%
MINNIE "COTTON" DIALLO		5,049	37.37%	24	31.17%	1,201	37.90%	6,274	37.44%
STEVE DRESSER		2,734	20.24%	21	27.27%	669	21.11%	3,424	20.43%
Cast Votes:		13,511	100.00%	77	100.00%	3,169	100.00%	16,757	100.00%
Undervotes:		5,425		33		2,060		7,518	
Overvotes:		0		0		4		4	
Rejected write-in votes:		88		2		33		123	
Unresolved write-in votes:		0		0		0		0	

Farmington Rural County Fire Protection District Governing Board Member - Vote for Three

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,045	1,282	81.51%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
NANCY LEMOS		382	21.20%	4	36.36%	43	15.87%	429	20.59%
JEREMIAH MULVIHILL		308	17.09%	2	18.18%	40	14.76%	350	16.79%
JEFF BRIGGS		604	33.52%	4	36.36%	91	33.58%	699	33.54%
FRANK ED BRACCO JR		384	21.31%	1	9.09%	72	26.57%	457	21.93%
KELLY OGILVIE		124	6.88%	0	0.00%	25	9.23%	149	7.15%
Cast Votes:		1,802	100.00%	11	100.00%	271	100.00%	2,084	100.00%
Undervotes:		813		7		224		1,044	
Overvotes:		0		0		0		0	
Rejected write-in votes:		4		0		3		7	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters
267627 of 378657 = 70.68%

Precincts Reporting
272 of 272 = 100.00%

Liberty Rural Fire Protection District Governing Board Member - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,845	2,267	81.39%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ROBERT ERMAN		673	31.11%	3	27.27%	99	26.83%	775	30.48%
GALEN J GRIBAUDO		653	30.19%	5	45.45%	104	28.18%	762	29.96%
DAN SCHMIERER		837	38.70%	3	27.27%	166	44.99%	1,006	39.56%
Cast Votes:		2,163	100.00%	11	100.00%	369	100.00%	2,543	100.00%
Undervotes:		923		1		207		1,131	
Overvotes:		0		0		1		1	
Rejected write-in votes:		8		0		6		14	
Unresolved write-in votes:		0		0		0		0	

Proposition 2

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		114,044	55.62%	1,059	61.57%	27,185	60.92%	142,288	56.60%
NO		91,008	44.38%	661	38.43%	17,437	39.08%	109,106	43.40%
Cast Votes:		205,052	100.00%	1,720	100.00%	44,622	100.00%	251,394	100.00%
Undervotes:		11,732		213		3,985		15,930	
Overvotes:		10		0		293		303	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Proposition 3

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		107,281	52.50%	838	47.94%	22,009	49.03%	130,128	51.85%
NO		97,070	47.50%	910	52.06%	22,878	50.97%	120,858	48.15%
Cast Votes:		204,351	100.00%	1,748	100.00%	44,887	100.00%	250,986	100.00%
Undervotes:		12,417		182		3,836		16,435	
Overvotes:		26		3		177		206	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 4

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		111,978	54.69%	1,109	64.14%	27,332	61.00%	140,419	55.88%
NO		92,761	45.31%	620	35.86%	17,476	39.00%	110,857	44.12%
Cast Votes:		204,739	100.00%	1,729	100.00%	44,808	100.00%	251,276	100.00%
Undervotes:		12,040		204		4,017		16,261	
Overvotes:		15		0		75		90	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Proposition 5

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		78,102	38.44%	877	50.90%	20,380	45.95%	99,359	39.86%
NO		125,087	61.56%	846	49.10%	23,970	54.05%	149,903	60.14%
Cast Votes:		203,189	100.00%	1,723	100.00%	44,350	100.00%	249,262	100.00%
Undervotes:		13,597		207		4,447		18,251	
Overvotes:		8		3		103		114	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 6

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		81,015	40.28%	775	45.43%	17,747	40.73%	99,537	40.40%
NO		120,104	59.72%	931	54.57%	25,821	59.27%	146,856	59.60%
Cast Votes:		201,119	100.00%	1,706	100.00%	43,568	100.00%	246,393	100.00%
Undervotes:		15,580		224		5,111		20,915	
Overvotes:		17		3		212		232	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Proposition 32

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		88,700	43.08%	944	53.51%	21,911	48.24%	111,555	44.08%
NO		117,196	56.92%	820	46.49%	23,508	51.76%	141,524	55.92%
Cast Votes:		205,896	100.00%	1,764	100.00%	45,419	100.00%	253,079	100.00%
Undervotes:		10,797		169		3,315		14,281	
Overvotes:		14		0		158		172	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 33

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		77,589	38.30%	828	47.67%	19,747	44.52%	98,164	39.47%
NO		125,004	61.70%	909	52.33%	24,607	55.48%	150,520	60.53%
Cast Votes:		202,593	100.00%	1,737	100.00%	44,354	100.00%	248,684	100.00%
Undervotes:		13,902		195		4,310		18,407	
Overvotes:		23		2		212		237	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Proposition 34

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		102,949	52.18%	909	54.01%	23,585	54.46%	127,443	52.60%
NO		94,340	47.82%	774	45.99%	19,722	45.54%	114,836	47.40%
Cast Votes:		197,289	100.00%	1,683	100.00%	43,307	100.00%	242,279	100.00%
Undervotes:		19,018		244		5,357		24,619	
Overvotes:		24		5		180		209	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 35

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		141,920	69.95%	1,180	67.58%	29,782	66.95%	172,882	69.40%
NO		60,964	30.05%	566	32.42%	14,703	33.05%	76,233	30.60%
Cast Votes:		202,884	100.00%	1,746	100.00%	44,485	100.00%	249,115	100.00%
Undervotes:		13,320		181		4,244		17,745	
Overvotes:		18		5		117		140	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267,627 of 378,657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Proposition 36

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		156,328	76.27%	1,253	70.99%	32,608	72.47%	190,189	75.56%
NO		48,628	23.73%	512	29.01%	12,387	27.53%	61,527	24.44%
Cast Votes:		204,956	100.00%	1,765	100.00%	44,995	100.00%	251,716	100.00%
Undervotes:		11,248		163		3,695		15,106	
Overvotes:		18		4		156		178	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure G

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	187	231	80.95%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		59	35.54%	0	0.00%	2	28.57%	61	35.06%
BONDS-NO		107	64.46%	1	100.00%	5	71.43%	113	64.94%
Cast Votes:		166	100.00%	1	100.00%	7	100.00%	174	100.00%
Undervotes:		11		0		2		13	
Overvotes:		0		0		0		0	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Measure H

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	794	1,011	78.54%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		246	41.34%	0	0.00%	51	38.35%	297	40.80%
BONDS-NO		349	58.66%	0	0.00%	82	61.65%	431	59.20%
Cast Votes:		595	100.00%	0	0.00%	133	100.00%	728	100.00%
Undervotes:		51		0		14		65	
Overvotes:		0		0		0		0	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure K

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
257	257	100.00%	256,748	365,559	70.23%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		112,704	58.95%	1,114	67.47%	27,428	64.73%	141,246	60.05%
BONDS-NO		78,470	41.05%	537	32.53%	14,943	35.27%	93,950	39.95%
Cast Votes:		191,174	100.00%	1,651	100.00%	42,371	100.00%	235,196	100.00%
Undervotes:		15,734		257		4,799		20,790	
Overvotes:		20		2		137		159	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267627 of 379657 = 70.55%

Precincts Reporting

272 of 272 = 100.00%

Measure J

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
12	12	100.00%	10,687	12,863	83.08%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		4,508	51.61%	14	73.68%	876	62.26%	5,398	53.13%
BONDS-NO		4,226	48.39%	5	26.32%	531	37.74%	4,762	46.87%
Cast Votes:		8,734	100.00%	19	100.00%	1,407	100.00%	10,160	100.00%
Undervotes:		378		2		122		502	
Overvotes:		0		0		1		1	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure L

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	6,669	8,331	80.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		2,545	48.82%	10	58.82%	544	56.49%	3,099	50.04%
BONDS-NO		2,668	51.18%	7	41.18%	419	43.51%	3,094	49.96%
Cast Votes:		5,213	100.00%	17	100.00%	963	100.00%	6,193	100.00%
Undervotes:		366		2		99		467	
Overvotes:		0		0		1		1	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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GENERAL ELECTION

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Measure O

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
23	23	100.00%	28,892	41,390	69.80%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		13,458	62.46%	65	72.22%	3,134	69.46%	16,657	63.71%
BONDS-NO		8,087	37.54%	25	27.78%	1,378	30.54%	9,490	36.29%
Cast Votes:		21,545	100.00%	90	100.00%	4,512	100.00%	26,147	100.00%
Undervotes:		2,004		21		639		2,664	
Overvotes:		2		0		8		10	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure R

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		151,587	75.02%	1,195	70.46%	31,960	72.78%	184,742	74.59%
NO		50,476	24.98%	501	29.54%	11,953	27.22%	62,930	25.41%
Cast Votes:		202,063	100.00%	1,696	100.00%	43,913	100.00%	247,672	100.00%
Undervotes:		14,142		234		4,573		18,949	
Overvotes:		17		2		360		379	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267,627 of 378,457 = 70.69%

Precincts Reporting

272 of 272 = 100.00%

Measure M

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
81	81	100.00%	90,804	139,587	65.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		47,968	75.38%	670	73.38%	10,582	73.32%	59,220	74.98%
NO		15,670	24.62%	243	26.62%	3,850	26.68%	19,763	25.02%
Cast Votes:		63,638	100.00%	913	100.00%	14,432	100.00%	78,983	100.00%
Undervotes:		8,579		195		2,609		11,383	
Overvotes:		12		2		197		211	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure N

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
81	81	100.00%	90,804	139,587	65.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		41,345	64.76%	604	65.87%	9,988	69.14%	51,937	65.57%
NO		22,497	35.24%	313	34.13%	4,459	30.86%	27,269	34.43%
Cast Votes:		63,842	100.00%	917	100.00%	14,447	100.00%	79,206	100.00%
Undervotes:		8,378		190		2,583		11,151	
Overvotes:		9		3		208		220	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Measure P

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	3,588	4,460	80.45%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		2,033	73.10%	7	70.00%	477	80.30%	2,517	74.36%
NO		748	26.90%	3	30.00%	117	19.70%	868	25.64%
Cast Votes:		2,781	100.00%	10	100.00%	594	100.00%	3,385	100.00%
Undervotes:		145		1		54		200	
Overvotes:		0		0		2		2	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure Q

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,717	47,232	73.50%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		13,559	50.11%	75	53.96%	2,974	53.04%	16,608	50.62%
NO		13,502	49.89%	64	46.04%	2,633	46.96%	16,199	49.38%
Cast Votes:		27,061	100.00%	139	100.00%	5,607	100.00%	32,807	100.00%
Undervotes:		1,322		16		468		1,806	
Overvotes:		2		0		16		18	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378557 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Measure S

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	433	584	74.14%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		247	76.47%	5	100.00%	83	86.46%	335	79.01%
NO		76	23.53%	0	0.00%	13	13.54%	89	20.99%
Cast Votes:		323	100.00%	5	100.00%	96	100.00%	424	100.00%
Undervotes:		7		0		1		8	
Overvotes:		0		0		0		0	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

*** End of report ***



COUNTY OF SAN JOAQUIN VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of San Joaquin } ss.

I, OLIVIA HALE, Registrar of Voters of the County of San Joaquin, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in San Joaquin County in the:

City of Tracy

to elect: **1 Mayor**

at the **November 5, 2024 General Election.**

The results of the Official Canvass conducted by this office are as follows:

Candidates Name	Total Votes Cast
Dan Arriola*	14,744
Eleassia Davis	9,820
Mary Mitracos	6,781

I further certify that the conduct of the election and canvassing of the ballots was in every respect in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this December 3, 2024, in accordance with the laws of the State of California.

OLIVIA HALE
REGISTRAR OF VOTERS
County of San Joaquin
State of California



*Elected



COUNTY OF SAN JOAQUIN VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of San Joaquin } ss.

I, OLIVIA HALE, Registrar of Voters of the County of San Joaquin, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in San Joaquin County in the:

City of Tracy

to elect: **1 Treasurer**

at the **November 5, 2024 General Election.**

The results of the Official Canvass conducted by this office are as follows:

Candidates Name
Raymond Mccray*

Total Votes Cast
22,100

I further certify that the conduct of the election and canvassing of the ballots was in every respect in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this December 3, 2024, in accordance with the laws of the State of California.

OLIVIA HALE
REGISTRAR OF VOTERS
County of San Joaquin
State of California



*Elected

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD IN THE CITY OF TRACY ON NOVEMBER 5, 2024, AND DECLARING THE RESULTS OF THE ELECTION AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, A General Municipal Election (Election) was held and conducted in the City of Tracy, California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, Notice of the Election was given in time, form, and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the Election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, To reduce costs of the Election, pursuant to California Elections Code Section 10002, the City Council adopted Resolution 2024-080 on June 4, 2024, requesting that the Board of Supervisors of the County of San Joaquin consent to the consolidation of the City's General Municipal Election of November 5, 2024, with the Statewide General Election that was held by the County of San Joaquin and provide the assistance of the County Registrar of Voters for the Election; and

WHEREAS, Pursuant to Elections Code 10263, the City Council must adopt a resolution reciting the facts of the General Municipal Election held on November 5, 2024, declaring the results and other matters as provided by law, upon completion of the canvass; and

WHEREAS, The Registrar of Voters for San Joaquin County has canvassed the returns of the Election and has certified the results of the Election to this City Council as shown on the Certificate of Results (Exhibit 1), which is incorporated herein and made a part of this Resolution; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Tracy that it does declare, determine, and order as follows:

Section 1: The foregoing recitals are determined to be true and accurate and incorporated herein as findings.

Section 2: That the names of the persons voted for at the Election were as follows:

- The names of the persons voted for at the election for Mayor were Dan Arriola, Eleassia Davis, and Mary Mitracos.

- The names of the persons voted for at the election for Member of the City Council were Steve Abercrombie, Mateo Bedolla, Dominic Biles, Joseph Colmenares, Alice English, Cliff Hudson, Wes Huffman, Tai'Rance Kelly Sr., Guy McIntyre, Dotty Nygard, Mike Schober.
- The name of the person voted for at the election for Treasurer was Raymond McCray.

Section 3: That the number of votes given at each precinct and the number of votes given in the City to each of the persons named above for the respective offices for which the persons were candidates are listed in the Certificate of Results (Exhibit 1).

Section 4: The City Council does declare and determine that: Dan Arriola was elected as Mayor for the full term of two years; that Steve Abercrombie was elected as Member of the City Council for the full term of four years, and Dotty Nygard was elected as Member of the City Council to serve a term of four years; that Raymond McCray was elected as Treasurer for the full term of four years; and

Section 5: The City Clerk shall enter on the records of the Tracy City Council, a statement of the result of the Election showing (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) for which office each person was voted for; (4) the number of votes given at each precinct to each person; and (5) the total number of votes given to each person.

Section 6: That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Elections signed by the City Clerk and authenticated; that the City Clerk shall also administer the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk, upon which each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 17th day of December 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



SAN JOAQUIN
—COUNTY—
Greatness grows here.

Registrar of Voters

Olivia Hale, Registrar of Voters
Eric Diaz, Assistant Registrar of Voters

December 4, 2024

CITY OF TRACY
333 CIVIC CENTER PLAZA
TRACY, CA 95376

Subject: Certification of the Tuesday, November 5, 2024, General Election

Dear ADRIANNE RICHARDSON:

The election for your district was held on November 5, 2024, and the results are now finalized. Enclosed is the Certificate of Election Facts, Cumulative Results, and Candidate Certificate(s). We look forward to serving you again in any future elections.

Sincerely,

A handwritten signature in cursive script that reads "Olivia Hale".

Olivia Hale
San Joaquin County Registrar of Voters

Enclosures:

Certificate of Election Facts
Exhibit A (Cumulative Results)
Candidate Certificate(s)



COUNTY OF SAN JOAQUIN VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of San Joaquin } ss.

I, OLIVIA HALE, Registrar of Voters of the County of San Joaquin, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in San Joaquin County in the:

City of Tracy

to elect: **2 Council Members**

at the **November 5, 2024 General Election**.

The results of the Official Canvass conducted by this office are as follows:

Candidates Name	Total Votes Cast
Steve Abercrombie*	12,196
Dotty Nygard*	7,923
Mateo Bedolla	7,673
Guy McIntyre	6,560
Alice English	6,357
Cliff Hudson	5,972
Wes Huffman	4,992
Joseph Colmenare	1,888
Tai'Rance Kelly Sr.	1,797
Mike Schober	958
Dominic D Biles	952

I further certify that the conduct of the election and canvassing of the ballots was in every respect in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this
December 3, 2024, in accordance with the laws of the State of California.



OLIVIA HALE
REGISTRAR OF VOTERS
County of San Joaquin
State of California

*Elected

Cumulative Results Report

SAN JOAQUIN COUNTY

Official Results

Official 2024 General Election

GENERAL ELECTION

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Run Time 8:41 AM
Run Date 12/03/2024

11/5/2024

Page 1

President and Vice President - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DONALD J. TRUMP JD VANCE		99,654	46.66%	1,066	55.49%	28,276	58.62%	128,996	48.92%
CLAUDIA DE LA CRUZ KARINA GARCIA		1,034	0.48%	11	0.57%	232	0.48%	1,277	0.48%
KAMALA D. HARRIS TIM WALZ		107,298	50.24%	815	42.43%	18,534	38.43%	126,647	48.03%
ROBERT F. KENNEDY JR. NICOLE SHANAHAN		2,854	1.34%	11	0.57%	548	1.14%	3,413	1.29%
CHASE OLIVER MIKE TER MAAT		653	0.31%	0	0.00%	102	0.21%	755	0.29%
JILL STEIN RUDOLPH WARE		2,028	0.95%	18	0.94%	537	1.11%	2,583	0.98%
PETER SONSKI LAUREN ONAK (W)		34	0.02%	0	0.00%	4	0.01%	38	0.01%
Cast Votes:		213,555	100.00%	1,921	100.00%	48,233	100.00%	263,709	100.00%
Undervotes:		2,008		3		248		2,259	
Overvotes:		223		5		224		452	
Rejected write-in votes:		1,008		4		195		1,207	
Unresolved write-in votes:		0		0		0		0	

United States Senator Full Term - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
STEVE GARVEY		100,992	48.37%	1,020	56.92%	27,052	59.23%	129,064	50.36%
ADAM B. SCHIFF		107,813	51.63%	772	43.08%	18,620	40.77%	127,205	49.64%
Cast Votes:		208,805	100.00%	1,792	100.00%	45,672	100.00%	256,269	100.00%
Undervotes:		7,965		138		3,127		11,230	
Overvotes:		24		3		101		128	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

EXHIBIT A

Cumulative Results Report

Official 2024 General Election

Run Time: 8:41 AM

Run Date: 11/05/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters

267,627 of 378,657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

United States Senator Partial/Unexpired Term - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
STEVE GARVEY		99,188	48.47%	985	56.45%	26,356	59.23%	126,529	50.43%
ADAM B. SCHIFF		105,461	51.53%	760	43.55%	18,145	40.77%	124,366	49.57%
Cast Votes:		204,649	100.00%	1,745	100.00%	44,501	100.00%	250,895	100.00%
Undervotes:		12,128		187		4,343		16,658	
Overvotes:		17		1		56		74	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Congressional District 9 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
248	248	100.00%	251,814	357,275	70.48%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
KEVIN LINCOLN		90,529	45.91%	932	54.73%	24,054	56.25%	115,515	47.80%
JOSH HARDER		106,667	54.09%	771	45.27%	18,708	43.75%	126,146	52.20%
Cast Votes:		197,196	100.00%	1,703	100.00%	42,762	100.00%	241,661	100.00%
Undervotes:		7,071		154		2,810		10,035	
Overvotes:		17		3		98		118	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

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Run Date 12/03/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Congressional District 13 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
24	24	100.00%	15,813	21,382	73.95%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JOHN DUARTE		5,324	44.27%	38	55.88%	1,633	55.06%	6,995	46.45%
ADAM GRAY		6,701	55.73%	30	44.12%	1,333	44.94%	8,064	53.55%
Cast Votes:		12,025	100.00%	68	100.00%	2,966	100.00%	15,059	100.00%
Undervotes:		485		5		259		749	
Overvotes:		0		0		5		5	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

State Senator District 5 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JERRY MCNERNEY		106,073	51.25%	758	43.51%	18,267	40.58%	125,098	49.31%
JIM SHOEMAKER		100,890	48.75%	984	56.49%	26,747	59.42%	128,621	50.69%
Cast Votes:		206,963	100.00%	1,742	100.00%	45,014	100.00%	253,719	100.00%
Undervotes:		9,818		191		3,830		13,839	
Overvotes:		13		0		56		69	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

Run Time: 8:47 AM

Run Date: 11/15/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters

267,617 of 373,657 = 71.58%

Precincts Reporting

272 of 272 = 100.00%

Assembly District 9 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
116	116	100.00%	119,278	157,794	75.59%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
HEATH FLORA		58,803	67.28%	327	68.55%	13,315	71.22%	72,445	67.98%
TAMI NOBRIGA		28,596	32.72%	150	31.45%	5,380	28.78%	34,126	32.02%
Cast Votes:		87,399	100.00%	477	100.00%	18,695	100.00%	106,571	100.00%
Undervotes:		10,311		72		2,300		12,683	
Overvotes:		3		0		21		24	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Assembly District 13 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
156	156	100.00%	148,349	220,863	67.17%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DENISE AGUILAR MENDEZ		45,564	41.02%	656	53.12%	13,017	52.10%	59,237	43.14%
RHODESIA RANSOM		65,523	58.98%	579	46.88%	11,969	47.90%	78,071	56.86%
Cast Votes:		111,087	100.00%	1,235	100.00%	24,986	100.00%	137,308	100.00%
Undervotes:		7,988		148		2,656		10,792	
Overvotes:		6		1		242		249	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

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Run Date 12/03/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

San Joaquin Delta Community College District Governing Board Member Trustee Area 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
29	29	100.00%	24,181	41,582	58.15%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
RALPH LEE WHITE		5,586	33.74%	133	36.64%	1,771	38.89%	7,490	34.88%
SHELLY STOLL SWANSON		10,969	66.26%	230	63.36%	2,783	61.11%	13,982	65.12%
Cast Votes:		16,555	100.00%	363	100.00%	4,554	100.00%	21,472	100.00%
Undervotes:		1,687		59		721		2,467	
Overvotes:		2		1		57		60	
Rejected write-in votes:		130		7		45		182	
Unresolved write-in votes:		0		0		0		0	

San Joaquin Delta Community College District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
36	36	100.00%	36,338	53,719	67.64%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
SAMUEL ANDERSON		4,706	18.85%	115	33.05%	1,268	24.53%	6,089	19.98%
JULIE D. KAY		7,629	30.56%	117	33.62%	1,768	34.20%	9,514	31.21%
DAN WRIGHT		12,628	50.59%	116	33.33%	2,134	41.28%	14,878	48.81%
Cast Votes:		24,963	100.00%	348	100.00%	5,170	100.00%	30,481	100.00%
Undervotes:		4,270		84		1,260		5,614	
Overvotes:		17		0		16		33	
Rejected write-in votes:		158		2		50		210	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

Run Time: 5:41 AM
Run Date: 12/19/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters
267627 of 279617 = 95.68%

Precincts Reporting
272 of 272 = 100.00%

San Joaquin Delta Community College District Governing Board Member Trustee Area 6 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
41	41	100.00%	44,347	61,817	71.74%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
CATALINA PIÑA		20,807	70.34%	64	64.00%	4,336	68.09%	25,207	69.93%
ROSARIO PATRICK		8,772	29.66%	36	36.00%	2,032	31.91%	10,840	30.07%
Cast Votes:		29,579	100.00%	100	100.00%	6,368	100.00%	36,047	100.00%
Undervotes:		6,451		46		1,559		8,056	
Overvotes:		4		0		15		19	
Rejected write-in votes:		176		1		48		225	
Unresolved write-in votes:		0		0		0		0	

Stockton Unified School District Governing Board Member Trustee Area 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
7	7	100.00%	6,062	10,594	57.22%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ISABEL PEREZ		2,954	73.52%	72	66.67%	853	70.32%	3,879	72.65%
ANTHONY WOFFORD		1,064	26.48%	36	33.33%	360	29.68%	1,460	27.35%
Cast Votes:		4,018	100.00%	108	100.00%	1,213	100.00%	5,339	100.00%
Undervotes:		465		21		204		690	
Overvotes:		0		0		4		4	
Rejected write-in votes:		19		0		10		29	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

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Run Date 12/03/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Stockton Unified School District Governing Board Member Trustee Area 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	5,220	9,269	56.32%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MAXIMILIANO BEAS		1,481	42.53%	28	44.44%	399	42.27%	1,908	42.50%
FRANK C. SILVA		2,001	57.47%	35	55.56%	545	57.73%	2,581	57.50%
Cast Votes:		3,482	100.00%	63	100.00%	944	100.00%	4,489	100.00%
Undervotes:		452		11		233		696	
Overvotes:		1		0		2		3	
Rejected write-in votes:		25		0		7		32	
Unresolved write-in votes:		0		0		0		0	

Stockton Unified School District Governing Board Member Trustee Area 4 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
10	10	100.00%	10,120	14,219	71.17%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
GWENDOLYN D. DAILEY		889	13.22%	14	15.22%	158	10.11%	1,061	12.66%
STEFANIE ALFARO		1,045	15.53%	25	27.17%	366	23.42%	1,436	17.13%
SHAUNA PRIEST		2,975	44.22%	24	26.09%	605	38.71%	3,604	43.00%
DOUG VIGIL		705	10.48%	17	18.48%	172	11.00%	894	10.67%
THADDEUS SMITH III		1,113	16.55%	12	13.04%	262	16.76%	1,387	16.55%
Cast Votes:		6,727	100.00%	92	100.00%	1,563	100.00%	8,382	100.00%
Undervotes:		1,283		29		353		1,665	
Overvotes:		3		0		10		13	
Rejected write-in votes:		47		1		12		60	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

Run Date: 8/1/2024
Run Date: 11/5/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters

267527 of 378637 = 70.66%

Precincts Reporting

272 of 272 = 100.00%

Lincoln Unified School District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	4,124	5,545	74.37%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BRIAN HOLDAWAY		1,528	51.73%	10	37.04%	248	47.60%	1,786	51.00%
ASHLEY JONES		1,426	48.27%	17	62.96%	273	52.40%	1,716	49.00%
Cast Votes:		2,954	100.00%	27	100.00%	521	100.00%	3,502	100.00%
Undervotes:		475		4		117		596	
Overvotes:		1		0		1		2	
Rejected write-in votes:		19		0		5		24	
Unresolved write-in votes:		0		0		0		0	

Manteca Unified School District Governing Board Member Trustee Area 7 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
9	9	100.00%	7,345	10,186	72.11%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
KELLY ALVAREZ		1,306	26.45%	3	20.00%	378	33.51%	1,687	27.75%
BOB WALLACE		3,631	73.55%	12	80.00%	750	66.49%	4,393	72.25%
Cast Votes:		4,937	100.00%	15	100.00%	1,128	100.00%	6,080	100.00%
Undervotes:		922		7		293		1,222	
Overvotes:		0		0		4		4	
Rejected write-in votes:		27		0		12		39	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

Run Time 8:41 AM
Run Date 12/03/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters
267627 of 378657 = 70.68%

Precincts Reporting
272 of 272 = 100.00%

Lodi Unified School District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
9	9	100.00%	12,011	16,195	74.16%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
VICTORIA LENDERMAN		3,371	43.02%	33	49.25%	789	49.41%	4,193	44.14%
MAIA AGUIRRE		2,155	27.50%	16	23.88%	525	32.87%	2,696	28.38%
GARY KNACKSTEDT		2,310	29.48%	18	26.87%	283	17.72%	2,611	27.48%
Cast Votes:		7,836	100.00%	67	100.00%	1,597	100.00%	9,500	100.00%
Undervotes:		1,860		21		429		2,310	
Overvotes:		3		0		137		140	
Rejected write-in votes:		50		1		10		61	
Unresolved write-in votes:		0		0		0		0	

Lodi Unified School District Governing Board Member Trustee Area 7 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	7,704	11,802	65.28%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JOSEPH ANTHONY GARDEA		1,838	36.35%	17	41.46%	506	43.62%	2,361	37.73%
JOE NAVA		3,219	63.65%	24	58.54%	654	56.38%	3,897	62.27%
Cast Votes:		5,057	100.00%	41	100.00%	1,160	100.00%	6,258	100.00%
Undervotes:		1,077		10		308		1,395	
Overvotes:		0		0		11		11	
Rejected write-in votes:		29		1		10		40	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Lammersville Unified School District Governing Board Member Trustee Area 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	1,857	2,357	78.79%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DAVID A POMBO		823	59.90%	2	66.67%	161	52.27%	986	58.52%
SUREKHA SHEKAR		551	40.10%	1	33.33%	147	47.73%	699	41.48%
Cast Votes:		1,374	100.00%	3	100.00%	308	100.00%	1,685	100.00%
Undervotes:		117		5		43		165	
Overvotes:		0		0		0		0	
Rejected write-in votes:		7		0		0		7	
Unresolved write-in votes:		0		0		0		0	

Lammersville Unified School District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,344	1,767	76.06%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
SAMIK MODY		556	58.71%	2	100.00%	103	53.93%	661	57.98%
RAMASRI UPADHYAYULA		391	41.29%	0	0.00%	88	46.07%	479	42.02%
Cast Votes:		947	100.00%	2	100.00%	191	100.00%	1,140	100.00%
Undervotes:		138		0		48		186	
Overvotes:		0		0		3		3	
Rejected write-in votes:		13		0		2		15	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Tracy Unified School District Governing Board Member Trustee Area 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	5,272	7,464	70.63%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ZACHARY HOFFERT		393	11.58%	2	15.38%	107	14.21%	502	12.06%
NAVI KAHN		1,464	43.12%	5	38.46%	289	38.38%	1,758	42.25%
SCOTT SECKER		1,538	45.30%	6	46.15%	357	47.41%	1,901	45.69%
Cast Votes:		3,395	100.00%	13	100.00%	753	100.00%	4,161	100.00%
Undervotes:		841		6		229		1,076	
Overvotes:		3		0		1		4	
Rejected write-in votes:		28		0		3		31	
Unresolved write-in votes:		0		0		0		0	

Galt Joint Union High School District Governing Board Member Trustee Area 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	2,091	2,649	78.94%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
KAROL MESSERSMITH		704	50.65%	4	66.67%	149	52.84%	857	51.07%
PATRICK W. MAPLE		686	49.35%	2	33.33%	133	47.16%	821	48.93%
Cast Votes:		1,390	100.00%	6	100.00%	282	100.00%	1,678	100.00%
Undervotes:		334		2		63		399	
Overvotes:		1		0		1		2	
Rejected write-in votes:		10		0		2		12	
Unresolved write-in votes:		0		0		0		0	

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Precincts Reporting

272 of 272 = 100.00%

Oak View Union School District Governing Board Member - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	1,354	1,700	79.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DANIEL RICE		493	30.60%	3	30.00%	104	38.95%	600	31.78%
TAMMI VAN HOUTEN		567	35.20%	4	40.00%	81	30.34%	652	34.53%
ANN ULLRICH		551	34.20%	3	30.00%	82	30.71%	636	33.69%
Cast Votes:		1,611	100.00%	10	100.00%	267	100.00%	1,888	100.00%
Undervotes:		655		6		142		803	
Overvotes:		0		0		1		1	
Rejected write-in votes:		12		0		3		15	
Unresolved write-in votes:		0		0		0		0	

San Joaquin County Supervisor District 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
53	53	100.00%	35,347	58,928	59.98%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MARIO SANTIAGO GARDEA		14,988	61.05%	354	73.60%	4,951	73.09%	20,293	63.80%
LILLIANA UDANG		9,564	38.95%	127	26.40%	1,823	26.91%	11,514	36.20%
Cast Votes:		24,552	100.00%	481	100.00%	6,774	100.00%	31,807	100.00%
Undervotes:		2,362		86		1,047		3,495	
Overvotes:		3		1		41		45	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Precincts Reporting

272 of 272 = 100.00%

San Joaquin County Supervisor District 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
55	55	100.00%	63,059	85,709	73.57%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
STEVE DEBRUM		22,302	47.30%	139	48.60%	5,255	52.50%	27,696	48.21%
SONNY DHALIWAL		24,847	52.70%	147	51.40%	4,754	47.50%	29,748	51.79%
Cast Votes:		47,149	100.00%	286	100.00%	10,009	100.00%	57,444	100.00%
Undervotes:		4,284		41		1,262		5,587	
Overvotes:		2		0		26		28	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

City of Stockton Mayor - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
81	81	100.00%	90,804	139,587	65.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
CHRISTINA FUGAZI		36,890	54.16%	511	51.46%	8,273	53.50%	45,674	54.00%
TOM PATTI		31,229	45.84%	482	48.54%	7,191	46.50%	38,902	46.00%
Cast Votes:		68,119	100.00%	993	100.00%	15,464	100.00%	84,576	100.00%
Undervotes:		4,304		115		1,602		6,021	
Overvotes:		6		2		199		207	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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City of Stockton Member, City Council District 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	12,507	20,870	59.93%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
WAQAR RIZVI		3,812	42.03%	44	33.85%	643	33.56%	4,499	40.48%
MARIELA PONCE		5,257	57.97%	86	66.15%	1,273	66.44%	6,616	59.52%
Cast Votes:		9,069	100.00%	130	100.00%	1,916	100.00%	11,115	100.00%
Undervotes:		960		21		405		1,386	
Overvotes:		1		0		5		6	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

City of Stockton Member, City Council District 4 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
16	16	100.00%	17,761	25,562	69.48%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MARIO ENRIQUEZ		6,696	51.92%	108	58.06%	1,277	50.74%	8,081	51.80%
GINA VALADEZ-BRACAMONTE		6,200	48.08%	78	41.94%	1,240	49.26%	7,518	48.20%
Cast Votes:		12,896	100.00%	186	100.00%	2,517	100.00%	15,599	100.00%
Undervotes:		1,594		33		525		2,152	
Overvotes:		2		0		8		10	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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City of Stockton Member, City Council District 6 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
14	14	100.00%	12,380	20,583	60.15%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JASON LEE		5,130	57.03%	90	58.06%	1,460	59.98%	6,680	57.67%
KIMBERLY WARMSLEY		3,865	42.97%	65	41.94%	974	40.02%	4,904	42.33%
Cast Votes:		8,995	100.00%	155	100.00%	2,434	100.00%	11,584	100.00%
Undervotes:		481		14		292		787	
Overvotes:		1		0		8		9	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

City of Escalon Member, City Council - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	3,588	4,460	80.45%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DAVID BELLINGER		1,045	22.82%	4	25.00%	173	18.38%	1,222	22.07%
GABRIELLA VARGAS		865	18.89%	2	12.50%	185	19.66%	1,052	19.00%
JEFF KAY		1,202	26.24%	6	37.50%	284	30.18%	1,492	26.95%
SHAWN M. STROHMAN		1,468	32.05%	4	25.00%	299	31.77%	1,771	31.98%
Cast Votes:		4,580	100.00%	16	100.00%	941	100.00%	5,537	100.00%
Undervotes:		1,214		5		346		1,565	
Overvotes:		2		0		1		3	
Rejected write-in votes:		56		1		11		68	
Unresolved write-in votes:		0		0		0		0	

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Precincts Reporting

272 of 272 = 100.00%

City of Manteca Member, City Council District 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	9,003	12,289	73.26%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
CHARLIE HALFORD		5,191	100.00%	33	100.00%	997	100.00%	6,221	100.00%
	Cast Votes:	5,191	100.00%	33	100.00%	997	100.00%	6,221	100.00%
	Undervotes:	1,944		20		456		2,420	
	Overvotes:	0		0		2		2	
	Rejected write-in votes:	300		1		59		360	
	Unresolved write-in votes:	0		0		0		0	

City of Manteca Member, City Council District 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	9,566	12,796	74.76%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
REGINA LACKEY		2,927	41.19%	21	60.00%	696	51.06%	3,644	42.85%
GABRIEL GALLETTA		1,433	20.17%	7	20.00%	333	24.43%	1,773	20.85%
JUDY BLUMHORST		2,746	38.64%	7	20.00%	334	24.50%	3,087	36.30%
	Cast Votes:	7,106	100.00%	35	100.00%	1,363	100.00%	8,504	100.00%
	Undervotes:	796		4		212		1,012	
	Overvotes:	2		0		3		5	
	Rejected write-in votes:	39		1		5		45	
	Unresolved write-in votes:	0		0		0		0	

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Precincts Reporting

272 of 272 = 100.00%

City of Lodi Member, City Council District 4 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	2,048	3,677	55.70%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
LYNDSY N. DAVIS		444	33.04%	6	42.86%	150	34.09%	600	33.37%
ALEXANDER S ALIFERIS		284	21.13%	4	28.57%	120	27.27%	408	22.69%
RAMON YEPEZ		616	45.83%	4	28.57%	170	38.64%	790	43.94%
Cast Votes:		1,344	100.00%	14	100.00%	440	100.00%	1,798	100.00%
Undervotes:		134		4		92		230	
Overvotes:		2		0		1		3	
Rejected write-in votes:		14		0		3		17	
Unresolved write-in votes:		0		0		0		0	

City of Lodi Member, City Council District 5 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	5,143	6,907	74.46%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MIKEY HOTH		2,865	100.00%	19	100.00%	654	100.00%	3,538	100.00%
Cast Votes:		2,865	100.00%	19	100.00%	654	100.00%	3,538	100.00%
Undervotes:		1,070		4		282		1,356	
Overvotes:		1		0		2		3	
Rejected write-in votes:		203		0		43		246	
Unresolved write-in votes:		0		0		0		0	

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267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Tracy Mayor - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,691	49,103	70.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ELEASSIA DAVIS		8,021	31.12%	38	41.30%	1,761	32.16%	9,820	31.33%
MARY MITRACOS		5,377	20.86%	20	21.74%	1,384	25.28%	6,781	21.63%
DAN ARRIOLA		12,380	48.03%	34	36.96%	2,330	42.56%	14,744	47.04%
Cast Votes:		25,778	100.00%	92	100.00%	5,475	100.00%	31,345	100.00%
Undervotes:		2,331		27		783		3,141	
Overvotes:		5		0		17		22	
Rejected write-in votes:		148		1		34		183	
Unresolved write-in votes:		0		0		0		0	

City of Tracy Member, City Council - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,691	49,103	70.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ALICE ENGLISH		5,136	10.76%	28	16.57%	1,193	12.72%	6,357	11.10%
WES HUFFMAN		4,164	8.73%	15	8.88%	813	8.67%	4,992	8.72%
CLIFF HUDSON		4,929	10.33%	18	10.65%	1,025	10.93%	5,972	10.43%
GUY MCINTYRE		5,664	11.87%	10	5.92%	886	9.45%	6,560	11.45%
STEVE ABERCROMBIE		10,242	21.46%	28	16.57%	1,926	20.54%	12,196	21.30%
JOSEPH COLMENARES		1,474	3.09%	9	5.33%	405	4.32%	1,888	3.30%
DOMINIC D BILES		722	1.51%	4	2.37%	226	2.41%	952	1.66%
MATEO BEDOLLA		6,310	13.22%	30	17.75%	1,333	14.22%	7,673	13.40%
TAI'RANCE KELLY SR.		1,439	3.02%	10	5.92%	348	3.71%	1,797	3.14%
DOTTY NYGARD		6,932	14.53%	15	8.88%	976	10.41%	7,923	13.83%
MIKE SCHOBBER		710	1.49%	2	1.18%	246	2.62%	958	1.67%
Cast Votes:		47,722	100.00%	169	100.00%	9,377	100.00%	57,268	100.00%
Undervotes:		8,470		69		3,113		11,652	
Overvotes:		91		0		40		131	
Rejected write-in votes:		150		2		48		200	
Unresolved write-in votes:		0		0		0		0	

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Precincts Reporting

272 of 272 = 100.00%

City of Tracy Treasurer - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,691	49,103	70.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
RAYMOND MCCRAY		18,496	100.00%	65	100.00%	3,539	100.00%	22,100	100.00%
	Cast Votes:	18,496	100.00%	65	100.00%	3,539	100.00%	22,100	100.00%
	Undervotes:	9,243		53		2,623		11,919	
	Overvotes:	0		0		3		3	
	Rejected write-in votes:	523		2		144		669	
	Unresolved write-in votes:	0		0		0		0	

City of Lathrop Mayor - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	12,203	16,740	72.90%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MANSOOR FAZEL		1,754	19.85%	11	22.00%	572	24.72%	2,337	20.86%
PAUL AKINJO		4,227	47.83%	21	42.00%	914	39.50%	5,162	46.09%
DIANA RADONIC		657	7.43%	1	2.00%	155	6.70%	813	7.26%
PAUL CAMARENA		2,199	24.88%	17	34.00%	673	29.08%	2,889	25.79%
	Cast Votes:	8,837	100.00%	50	100.00%	2,314	100.00%	11,201	100.00%
	Undervotes:	637		5		295		937	
	Overvotes:	6		0		15		21	
	Rejected write-in votes:	32		1		11		44	
	Unresolved write-in votes:	0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Lathrop Member, City Council - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	12,203	16,740	72.90%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JENNIFER TORRES-O'CALLAGHAN		5,728	42.40%	32	41.56%	1,299	40.99%	7,059	42.13%
MINNIE "COTTON" DIALLO		5,049	37.37%	24	31.17%	1,201	37.90%	6,274	37.44%
STEVE DRESSER		2,734	20.24%	21	27.27%	669	21.11%	3,424	20.43%
Cast Votes:		13,511	100.00%	77	100.00%	3,169	100.00%	16,757	100.00%
Undervotes:		5,425		33		2,060		7,518	
Overvotes:		0		0		4		4	
Rejected write-in votes:		88		2		33		123	
Unresolved write-in votes:		0		0		0		0	

Farmington Rural County Fire Protection District Governing Board Member - Vote for Three

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,045	1,282	81.51%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
NANCY LEMOS		382	21.20%	4	36.36%	43	15.87%	429	20.59%
JEREMIAH MULVIHILL		308	17.09%	2	18.18%	40	14.76%	350	16.79%
JEFF BRIGGS		604	33.52%	4	36.36%	91	33.58%	699	33.54%
FRANK ED BRACCO JR		384	21.31%	1	9.09%	72	26.57%	457	21.93%
KELLY OGILVIE		124	6.88%	0	0.00%	25	9.23%	149	7.15%
Cast Votes:		1,802	100.00%	11	100.00%	271	100.00%	2,084	100.00%
Undervotes:		813		7		224		1,044	
Overvotes:		0		0		0		0	
Rejected write-in votes:		4		0		3		7	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters
267627 of 378657 = 70.68%

Precincts Reporting
272 of 272 = 100.00%

Liberty Rural Fire Protection District Governing Board Member - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,845	2,267	81.39%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ROBERT ERMAN		673	31.11%	3	27.27%	99	26.83%	775	30.48%
GALEN J GRIBAUDO		653	30.19%	5	45.45%	104	28.18%	762	29.96%
DAN SCHMIERER		837	38.70%	3	27.27%	166	44.99%	1,006	39.56%
Cast Votes:		2,163	100.00%	11	100.00%	369	100.00%	2,543	100.00%
Undervotes:		923		1		207		1,131	
Overvotes:		0		0		1		1	
Rejected write-in votes:		8		0		6		14	
Unresolved write-in votes:		0		0		0		0	

Proposition 2

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		114,044	55.62%	1,059	61.57%	27,185	60.92%	142,288	56.60%
NO		91,008	44.38%	661	38.43%	17,437	39.08%	109,106	43.40%
Cast Votes:		205,052	100.00%	1,720	100.00%	44,622	100.00%	251,394	100.00%
Undervotes:		11,732		213		3,985		15,930	
Overvotes:		10		0		293		303	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Proposition 3

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		107,281	52.50%	838	47.94%	22,009	49.03%	130,128	51.85%
NO		97,070	47.50%	910	52.06%	22,878	50.97%	120,858	48.15%
Cast Votes:		204,351	100.00%	1,748	100.00%	44,887	100.00%	250,986	100.00%
Undervotes:		12,417		182		3,836		16,435	
Overvotes:		26		3		177		206	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 4

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		111,978	54.69%	1,109	64.14%	27,332	61.00%	140,419	55.88%
NO		92,761	45.31%	620	35.86%	17,476	39.00%	110,857	44.12%
Cast Votes:		204,739	100.00%	1,729	100.00%	44,808	100.00%	251,276	100.00%
Undervotes:		12,040		204		4,017		16,261	
Overvotes:		15		0		75		90	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Proposition 5

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		78,102	38.44%	877	50.90%	20,380	45.95%	99,359	39.86%
NO		125,087	61.56%	846	49.10%	23,970	54.05%	149,903	60.14%
Cast Votes:		203,189	100.00%	1,723	100.00%	44,350	100.00%	249,262	100.00%
Undervotes:		13,597		207		4,447		18,251	
Overvotes:		8		3		103		114	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 6

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		81,015	40.28%	775	45.43%	17,747	40.73%	99,537	40.40%
NO		120,104	59.72%	931	54.57%	25,821	59.27%	146,856	59.60%
Cast Votes:		201,119	100.00%	1,706	100.00%	43,568	100.00%	246,393	100.00%
Undervotes:		15,580		224		5,111		20,915	
Overvotes:		17		3		212		232	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Precincts Reporting

272 of 272 = 100.00%

Proposition 32

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		88,700	43.08%	944	53.51%	21,911	48.24%	111,555	44.08%
NO		117,196	56.92%	820	46.49%	23,508	51.76%	141,524	55.92%
Cast Votes:		205,896	100.00%	1,764	100.00%	45,419	100.00%	253,079	100.00%
Undervotes:		10,797		169		3,315		14,281	
Overvotes:		14		0		158		172	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 33

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		77,589	38.30%	828	47.67%	19,747	44.52%	98,164	39.47%
NO		125,004	61.70%	909	52.33%	24,607	55.48%	150,520	60.53%
Cast Votes:		202,593	100.00%	1,737	100.00%	44,354	100.00%	248,684	100.00%
Undervotes:		13,902		195		4,310		18,407	
Overvotes:		23		2		212		237	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Proposition 34

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		102,949	52.18%	909	54.01%	23,585	54.46%	127,443	52.60%
NO		94,340	47.82%	774	45.99%	19,722	45.54%	114,836	47.40%
Cast Votes:		197,289	100.00%	1,683	100.00%	43,307	100.00%	242,279	100.00%
Undervotes:		19,018		244		5,357		24,619	
Overvotes:		24		5		180		209	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 35

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		141,920	69.95%	1,180	67.58%	29,782	66.95%	172,882	69.40%
NO		60,964	30.05%	566	32.42%	14,703	33.05%	76,233	30.60%
Cast Votes:		202,884	100.00%	1,746	100.00%	44,485	100.00%	249,115	100.00%
Undervotes:		13,320		181		4,244		17,745	
Overvotes:		18		5		117		140	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267,627 of 378,657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Proposition 36

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		156,328	76.27%	1,253	70.99%	32,608	72.47%	190,189	75.56%
NO		48,628	23.73%	512	29.01%	12,387	27.53%	61,527	24.44%
Cast Votes:		204,956	100.00%	1,765	100.00%	44,995	100.00%	251,716	100.00%
Undervotes:		11,248		163		3,695		15,106	
Overvotes:		18		4		156		178	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure G

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	187	231	80.95%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		59	35.54%	0	0.00%	2	28.57%	61	35.06%
BONDS-NO		107	64.46%	1	100.00%	5	71.43%	113	64.94%
Cast Votes:		166	100.00%	1	100.00%	7	100.00%	174	100.00%
Undervotes:		11		0		2		13	
Overvotes:		0		0		0		0	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Measure H

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	794	1,011	78.54%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		246	41.34%	0	0.00%	51	38.35%	297	40.80%
BONDS-NO		349	58.66%	0	0.00%	82	61.65%	431	59.20%
Cast Votes:		595	100.00%	0	0.00%	133	100.00%	728	100.00%
Undervotes:		51		0		14		65	
Overvotes:		0		0		0		0	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure K

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
257	257	100.00%	256,748	365,559	70.23%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		112,704	58.95%	1,114	67.47%	27,428	64.73%	141,246	60.05%
BONDS-NO		78,470	41.05%	537	32.53%	14,943	35.27%	93,950	39.95%
Cast Votes:		191,174	100.00%	1,651	100.00%	42,371	100.00%	235,196	100.00%
Undervotes:		15,734		257		4,799		20,790	
Overvotes:		20		2		137		159	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 379657 = 70.55%

Precincts Reporting

272 of 272 = 100.00%

Measure J

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
12	12	100.00%	10,687	12,863	83.08%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		4,508	51.61%	14	73.68%	876	62.26%	5,398	53.13%
BONDS-NO		4,226	48.39%	5	26.32%	531	37.74%	4,762	46.87%
Cast Votes:		8,734	100.00%	19	100.00%	1,407	100.00%	10,160	100.00%
Undervotes:		378		2		122		502	
Overvotes:		0		0		1		1	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure L

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	6,669	8,331	80.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		2,545	48.82%	10	58.82%	544	56.49%	3,099	50.04%
BONDS-NO		2,668	51.18%	7	41.18%	419	43.51%	3,094	49.96%
Cast Votes:		5,213	100.00%	17	100.00%	963	100.00%	6,193	100.00%
Undervotes:		366		2		99		467	
Overvotes:		0		0		1		1	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Measure O

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
23	23	100.00%	28,892	41,390	69.80%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		13,458	62.46%	65	72.22%	3,134	69.46%	16,657	63.71%
BONDS-NO		8,087	37.54%	25	27.78%	1,378	30.54%	9,490	36.29%
Cast Votes:		21,545	100.00%	90	100.00%	4,512	100.00%	26,147	100.00%
Undervotes:		2,004		21		639		2,664	
Overvotes:		2		0		8		10	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure R

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		151,587	75.02%	1,195	70.46%	31,960	72.78%	184,742	74.59%
NO		50,476	24.98%	501	29.54%	11,953	27.22%	62,930	25.41%
Cast Votes:		202,063	100.00%	1,696	100.00%	43,913	100.00%	247,672	100.00%
Undervotes:		14,142		234		4,573		18,949	
Overvotes:		17		2		360		379	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267,627 of 378,457 = 70.69%

Precincts Reporting

272 of 272 = 100.00%

Measure M

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
81	81	100.00%	90,804	139,587	65.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		47,968	75.38%	670	73.38%	10,582	73.32%	59,220	74.98%
NO		15,670	24.62%	243	26.62%	3,850	26.68%	19,763	25.02%
Cast Votes:		63,638	100.00%	913	100.00%	14,432	100.00%	78,983	100.00%
Undervotes:		8,579		195		2,609		11,383	
Overvotes:		12		2		197		211	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure N

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
81	81	100.00%	90,804	139,587	65.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		41,345	64.76%	604	65.87%	9,988	69.14%	51,937	65.57%
NO		22,497	35.24%	313	34.13%	4,459	30.86%	27,269	34.43%
Cast Votes:		63,842	100.00%	917	100.00%	14,447	100.00%	79,206	100.00%
Undervotes:		8,378		190		2,583		11,151	
Overvotes:		9		3		208		220	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Measure P

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	3,588	4,460	80.45%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		2,033	73.10%	7	70.00%	477	80.30%	2,517	74.36%
NO		748	26.90%	3	30.00%	117	19.70%	868	25.64%
Cast Votes:		2,781	100.00%	10	100.00%	594	100.00%	3,385	100.00%
Undervotes:		145		1		54		200	
Overvotes:		0		0		2		2	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure Q

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,717	47,232	73.50%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		13,559	50.11%	75	53.96%	2,974	53.04%	16,608	50.62%
NO		13,502	49.89%	64	46.04%	2,633	46.96%	16,199	49.38%
Cast Votes:		27,061	100.00%	139	100.00%	5,607	100.00%	32,807	100.00%
Undervotes:		1,322		16		468		1,806	
Overvotes:		2		0		16		18	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

Run Time: 8:47 AM

Run Date: 12/05/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters

267627 of 378557 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Measure S

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	433	584	74.14%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		247	76.47%	5	100.00%	83	86.46%	335	79.01%
NO		76	23.53%	0	0.00%	13	13.54%	89	20.99%
Cast Votes:		323	100.00%	5	100.00%	96	100.00%	424	100.00%
Undervotes:		7		0		1		8	
Overvotes:		0		0		0		0	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

*** End of report ***



COUNTY OF SAN JOAQUIN VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of San Joaquin } ss.

I, OLIVIA HALE, Registrar of Voters of the County of San Joaquin, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in San Joaquin County in the:

City of Tracy

to elect: **1 Mayor**

at the **November 5, 2024 General Election.**

The results of the Official Canvass conducted by this office are as follows:

Candidates Name	Total Votes Cast
Dan Arriola*	14,744
Eleassia Davis	9,820
Mary Mitracos	6,781

I further certify that the conduct of the election and canvassing of the ballots was in every respect in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this December 3, 2024, in accordance with the laws of the State of California.

OLIVIA HALE
REGISTRAR OF VOTERS
County of San Joaquin
State of California



*Elected



COUNTY OF SAN JOAQUIN VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of San Joaquin } ss.

I, OLIVIA HALE, Registrar of Voters of the County of San Joaquin, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in San Joaquin County in the:

City of Tracy

to elect: **1 Treasurer**

at the **November 5, 2024 General Election.**

The results of the Official Canvass conducted by this office are as follows:

Candidates Name
Raymond Mccray*

Total Votes Cast
22,100

I further certify that the conduct of the election and canvassing of the ballots was in every respect in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this December 3, 2024, in accordance with the laws of the State of California.

OLIVIA HALE
REGISTRAR OF VOTERS
County of San Joaquin
State of California



*Elected

December 17, 2024

Agenda Item 3.D

RECOMMENDATION

City Council appoint the third highest vote-getter in the last most recent General Municipal Election, Mateo Bedolla, to fill a vacancy on the City Council occurring during the vacant position's term, based on the results of the General Municipal Election creating the vacancy, and administer Oath of Office.

EXECUTIVE SUMMARY

The San Joaquin County Registrar of Voters Office has certified the results of the November 5, 2024, General Municipal Election and in a separate agenda item, pursuant to California Election Code Section 10263, the City Council has adopted a resolution reciting the results of the election and other matters, as provided by law, upon completion of the canvass (see Attachment A). The resolution declares the following election results: Dan Arriola elected as Mayor, Steve Abercrombie elected as Council Member, Dotty Nygard elected as Council Member and Ray McCray elected as City Treasurer.

On October 15, 2024, the City Council replaced the Council Policy on Filling City Council Vacancies with a new policy (see Attachment B) to have all appointments for vacancies on City Council to be based on election results of the most recent General Municipal Election, regardless of when such vacancies occur.

There is a vacancy on the City Council following the City of Tracy's Municipal Election held on November 5, 2024, and the swearing in of Council Member Arriola as Tracy's new Mayor, by separate action, on this meeting of December 17, 2024. As stated in the Council Policy on Filling City Council Vacancies, the next highest vote-getter in the election of the Council Member seats shall be appointed to fill the remainder of the vacated term of Council Member Arriola's seat, which would end in 2026.

BACKGROUND AND LEGISLATIVE HISTORY

On October 1, 2024, Council Member Evans raised a concern with the adopted Council Policy on Filling City Council Vacancies as it did not fill all vacancies automatically by appointing the "next highest vote-getter" from the previous election. Council Member Evans, with a second from Council Member Arriola, moved to have the City Attorney and the City Manager return with an amendment that required all vacancies to be filled by election results rather than a Council-led appointment process.

On October 15, 2024, the City Council adopted Resolution 2024-188 replacing the City Council Policy on Filling City Council Vacancies with a new policy that requires all vacancies, regardless of when occurring during a term, to be appointed based on the General Municipal Election through the most recent General Municipal Election creating the vacancy.

Section II (A) of the Council Policy on Filling City Council Vacancies requires the City Council to appoint the next highest vote-getter in the last most recent General Municipal Election to fill a vacancy on the City Council occurring during the vacant position's term. In the event the next highest vote-getter is not interested in filling the vacancy, the City Council will appoint the

candidate with the next highest vote-getter and so on, until the vacancy is filled.

A General Municipal Election was held on November 5, 2024. The San Joaquin County Registrar of Voters Office has certified the results and in a separate agenda item, pursuant to California Election Code Section 10263, the City Council adopted a resolution reciting the results of the election and other matters, as provided by law, upon completion of the canvass. The resolution declares the following election results: Dan Arriola elected as Mayor, Steve Abercrombie elected as Council Member, Dotty Nygard elected as Council Member and Ray McCray elected as Treasurer. The third highest vote-getter for a Council Member seat in the November 5, 2024, General Municipal Election is Mateo Bedolla.

ANALYSIS

The process for filling City Council vacancies (other than for an elective Mayor) is set forth in Government Code section 36512(b), which provides that if a vacancy occurs, then the City Council, within 60 days from the commencement of the vacancy, must either fill the vacancy by appointment or call a special election to fill the vacancy. The State law does not prescribe any procedure for selection of appointees. As noted above, the City Council has opted to fill vacancies on the City Council through an appointment process, by adoption of a resolution approved by simple majority, rather than through a special election. The State law does not prescribe any procedure for selection of appointees.

FISCAL IMPACT

Costs associated with implementing this policy are included within the City Clerk's existing operating budget.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; "CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)).

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Per Council policy, that City Council appoint the third highest vote-getter in the last most recent General Municipal Election, Mateo Bedolla, to fill a vacancy on the City Council occurring during the vacant position's term, based on the results of the General Municipal Election creating the vacancy, and administer Oath of Office.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Arturo M. Sanchez, Assistant City Manager
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – Certified Results of the November 5, 2024, General Municipal Election
Attachment B - Resolution 2024-188 - City Council Policy on Filling City Council Vacancies



SAN JOAQUIN
—COUNTY—
Greatness grows here.

Registrar of Voters

Olivia Hale, Registrar of Voters
Eric Diaz, Assistant Registrar of Voters

December 4, 2024

CITY OF TRACY
333 CIVIC CENTER PLAZA
TRACY, CA 95376

Subject: Certification of the Tuesday, November 5, 2024, General Election

Dear ADRIANNE RICHARDSON:

The election for your district was held on November 5, 2024, and the results are now finalized. Enclosed is the Certificate of Election Facts, Cumulative Results, and Candidate Certificate(s). We look forward to serving you again in any future elections.

Sincerely,

A handwritten signature in cursive script that reads "Olivia Hale".

Olivia Hale
San Joaquin County Registrar of Voters

Enclosures:

Certificate of Election Facts
Exhibit A (Cumulative Results)
Candidate Certificate(s)



COUNTY OF SAN JOAQUIN VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of San Joaquin } ss.

I, OLIVIA HALE, Registrar of Voters of the County of San Joaquin, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in San Joaquin County in the:

City of Tracy

to elect: **2 Council Members**

at the **November 5, 2024 General Election.**

The results of the Official Canvass conducted by this office are as follows:

Candidates Name	Total Votes Cast
Steve Abercrombie*	12,196
Dotty Nygard*	7,923
Mateo Bedolla	7,673
Guy McIntyre	6,560
Alice English	6,357
Cliff Hudson	5,972
Wes Huffman	4,992
Joseph Colmenare	1,888
Tai'Rance Kelly Sr.	1,797
Mike Schober	958
Dominic D Biles	952

I further certify that the conduct of the election and canvassing of the ballots was in every respect in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this
December 3, 2024, in accordance with the laws of the State of California.



OLIVIA HALE
REGISTRAR OF VOTERS
County of San Joaquin
State of California

*Elected

Cumulative Results Report

SAN JOAQUIN COUNTY

Official Results

Official 2024 General Election

GENERAL ELECTION

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Run Time 8:41 AM
Run Date 12/03/2024

11/5/2024

Page 1

President and Vice President - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DONALD J. TRUMP JD VANCE		99,654	46.66%	1,066	55.49%	28,276	58.62%	128,996	48.92%
CLAUDIA DE LA CRUZ KARINA GARCIA		1,034	0.48%	11	0.57%	232	0.48%	1,277	0.48%
KAMALA D. HARRIS TIM WALZ		107,298	50.24%	815	42.43%	18,534	38.43%	126,647	48.03%
ROBERT F. KENNEDY JR. NICOLE SHANAHAN		2,854	1.34%	11	0.57%	548	1.14%	3,413	1.29%
CHASE OLIVER MIKE TER MAAT		653	0.31%	0	0.00%	102	0.21%	755	0.29%
JILL STEIN RUDOLPH WARE		2,028	0.95%	18	0.94%	537	1.11%	2,583	0.98%
PETER SONSKI LAUREN ONAK (W)		34	0.02%	0	0.00%	4	0.01%	38	0.01%
Cast Votes:		213,555	100.00%	1,921	100.00%	48,233	100.00%	263,709	100.00%
Undervotes:		2,008		3		248		2,259	
Overvotes:		223		5		224		452	
Rejected write-in votes:		1,008		4		195		1,207	
Unresolved write-in votes:		0		0		0		0	

United States Senator Full Term - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
STEVE GARVEY		100,992	48.37%	1,020	56.92%	27,052	59.23%	129,064	50.36%
ADAM B. SCHIFF		107,813	51.63%	772	43.08%	18,620	40.77%	127,205	49.64%
Cast Votes:		208,805	100.00%	1,792	100.00%	45,672	100.00%	256,269	100.00%
Undervotes:		7,965		138		3,127		11,230	
Overvotes:		24		3		101		128	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

EXHIBIT A

Cumulative Results Report

Official 2024 General Election

Run Time: 8:41 AM

Run Date: 11/05/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters

267,627 of 378,657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

United States Senator Partial/Unexpired Term - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
STEVE GARVEY		99,188	48.47%	985	56.45%	26,356	59.23%	126,529	50.43%
ADAM B. SCHIFF		105,461	51.53%	760	43.55%	18,145	40.77%	124,366	49.57%
Cast Votes:		204,649	100.00%	1,745	100.00%	44,501	100.00%	250,895	100.00%
Undervotes:		12,128		187		4,343		16,658	
Overvotes:		17		1		56		74	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Congressional District 9 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
248	248	100.00%	251,814	357,275	70.48%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
KEVIN LINCOLN		90,529	45.91%	932	54.73%	24,054	56.25%	115,515	47.80%
JOSH HARDER		106,667	54.09%	771	45.27%	18,708	43.75%	126,146	52.20%
Cast Votes:		197,196	100.00%	1,703	100.00%	42,762	100.00%	241,661	100.00%
Undervotes:		7,071		154		2,810		10,035	
Overvotes:		17		3		98		118	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

SAN JOAQUIN COUNTY

Official Results

Official 2024 General Election

GENERAL ELECTION

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Run Time 8:41 AM
Run Date 12/03/2024

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Congressional District 13 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
24	24	100.00%	15,813	21,382	73.95%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JOHN DUARTE		5,324	44.27%	38	55.88%	1,633	55.06%	6,995	46.45%
ADAM GRAY		6,701	55.73%	30	44.12%	1,333	44.94%	8,064	53.55%
Cast Votes:		12,025	100.00%	68	100.00%	2,966	100.00%	15,059	100.00%
Undervotes:		485		5		259		749	
Overvotes:		0		0		5		5	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

State Senator District 5 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JERRY MCNERNEY		106,073	51.25%	758	43.51%	18,267	40.58%	125,098	49.31%
JIM SHOEMAKER		100,890	48.75%	984	56.49%	26,747	59.42%	128,621	50.69%
Cast Votes:		206,963	100.00%	1,742	100.00%	45,014	100.00%	253,719	100.00%
Undervotes:		9,818		191		3,830		13,839	
Overvotes:		13		0		56		69	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

Run Time: 8:47 AM

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SAN JOAQUIN COUNTY

GENERAL ELECTION

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Official Results

Registered Voters

267,617 of 373,657 = 71.58%

Precincts Reporting

272 of 272 = 100.00%

Assembly District 9 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
116	116	100.00%	119,278	157,794	75.59%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
HEATH FLORA		58,803	67.28%	327	68.55%	13,315	71.22%	72,445	67.98%
TAMI NOBRIGA		28,596	32.72%	150	31.45%	5,380	28.78%	34,126	32.02%
Cast Votes:		87,399	100.00%	477	100.00%	18,695	100.00%	106,571	100.00%
Undervotes:		10,311		72		2,300		12,683	
Overvotes:		3		0		21		24	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Assembly District 13 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
156	156	100.00%	148,349	220,863	67.17%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DENISE AGUILAR MENDEZ		45,564	41.02%	656	53.12%	13,017	52.10%	59,237	43.14%
RHODESIA RANSOM		65,523	58.98%	579	46.88%	11,969	47.90%	78,071	56.86%
Cast Votes:		111,087	100.00%	1,235	100.00%	24,986	100.00%	137,308	100.00%
Undervotes:		7,988		148		2,656		10,792	
Overvotes:		6		1		242		249	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

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Run Date 12/03/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

San Joaquin Delta Community College District Governing Board Member Trustee Area 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
29	29	100.00%	24,181	41,582	58.15%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
RALPH LEE WHITE		5,586	33.74%	133	36.64%	1,771	38.89%	7,490	34.88%
SHELLY STOLL SWANSON		10,969	66.26%	230	63.36%	2,783	61.11%	13,982	65.12%
Cast Votes:		16,555	100.00%	363	100.00%	4,554	100.00%	21,472	100.00%
Undervotes:		1,687		59		721		2,467	
Overvotes:		2		1		57		60	
Rejected write-in votes:		130		7		45		182	
Unresolved write-in votes:		0		0		0		0	

San Joaquin Delta Community College District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
36	36	100.00%	36,338	53,719	67.64%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
SAMUEL ANDERSON		4,706	18.85%	115	33.05%	1,268	24.53%	6,089	19.98%
JULIE D. KAY		7,629	30.56%	117	33.62%	1,768	34.20%	9,514	31.21%
DAN WRIGHT		12,628	50.59%	116	33.33%	2,134	41.28%	14,878	48.81%
Cast Votes:		24,963	100.00%	348	100.00%	5,170	100.00%	30,481	100.00%
Undervotes:		4,270		84		1,260		5,614	
Overvotes:		17		0		16		33	
Rejected write-in votes:		158		2		50		210	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

Run Time: 5:41 AM

Run Date: 12/19/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters

267627 of 279617 = 95.68%

Precincts Reporting

272 of 272 = 100.00%

San Joaquin Delta Community College District Governing Board Member Trustee Area 6 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
41	41	100.00%	44,347	61,817	71.74%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
CATALINA PIÑA		20,807	70.34%	64	64.00%	4,336	68.09%	25,207	69.93%
ROSARIO PATRICK		8,772	29.66%	36	36.00%	2,032	31.91%	10,840	30.07%
Cast Votes:		29,579	100.00%	100	100.00%	6,368	100.00%	36,047	100.00%
Undervotes:		6,451		46		1,559		8,056	
Overvotes:		4		0		15		19	
Rejected write-in votes:		176		1		48		225	
Unresolved write-in votes:		0		0		0		0	

Stockton Unified School District Governing Board Member Trustee Area 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
7	7	100.00%	6,062	10,594	57.22%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ISABEL PEREZ		2,954	73.52%	72	66.67%	853	70.32%	3,879	72.65%
ANTHONY WOFFORD		1,064	26.48%	36	33.33%	360	29.68%	1,460	27.35%
Cast Votes:		4,018	100.00%	108	100.00%	1,213	100.00%	5,339	100.00%
Undervotes:		465		21		204		690	
Overvotes:		0		0		4		4	
Rejected write-in votes:		19		0		10		29	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

Run Time 8:41 AM
Run Date 12/03/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Stockton Unified School District Governing Board Member Trustee Area 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	5,220	9,269	56.32%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MAXIMILIANO BEAS		1,481	42.53%	28	44.44%	399	42.27%	1,908	42.50%
FRANK C. SILVA		2,001	57.47%	35	55.56%	545	57.73%	2,581	57.50%
Cast Votes:		3,482	100.00%	63	100.00%	944	100.00%	4,489	100.00%
Undervotes:		452		11		233		696	
Overvotes:		1		0		2		3	
Rejected write-in votes:		25		0		7		32	
Unresolved write-in votes:		0		0		0		0	

Stockton Unified School District Governing Board Member Trustee Area 4 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
10	10	100.00%	10,120	14,219	71.17%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
GWENDOLYN D. DAILEY		889	13.22%	14	15.22%	158	10.11%	1,061	12.66%
STEFANIE ALFARO		1,045	15.53%	25	27.17%	366	23.42%	1,436	17.13%
SHAUNA PRIEST		2,975	44.22%	24	26.09%	605	38.71%	3,604	43.00%
DOUG VIGIL		705	10.48%	17	18.48%	172	11.00%	894	10.67%
THADDEUS SMITH III		1,113	16.55%	12	13.04%	262	16.76%	1,387	16.55%
Cast Votes:		6,727	100.00%	92	100.00%	1,563	100.00%	8,382	100.00%
Undervotes:		1,283		29		353		1,665	
Overvotes:		3		0		10		13	
Rejected write-in votes:		47		1		12		60	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267527 of 378637 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Lincoln Unified School District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	4,124	5,545	74.37%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BRIAN HOLDAWAY		1,528	51.73%	10	37.04%	248	47.60%	1,786	51.00%
ASHLEY JONES		1,426	48.27%	17	62.96%	273	52.40%	1,716	49.00%
Cast Votes:		2,954	100.00%	27	100.00%	521	100.00%	3,502	100.00%
Undervotes:		475		4		117		596	
Overvotes:		1		0		1		2	
Rejected write-in votes:		19		0		5		24	
Unresolved write-in votes:		0		0		0		0	

Manteca Unified School District Governing Board Member Trustee Area 7 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
9	9	100.00%	7,345	10,186	72.11%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
KELLY ALVAREZ		1,306	26.45%	3	20.00%	378	33.51%	1,687	27.75%
BOB WALLACE		3,631	73.55%	12	80.00%	750	66.49%	4,393	72.25%
Cast Votes:		4,937	100.00%	15	100.00%	1,128	100.00%	6,080	100.00%
Undervotes:		922		7		293		1,222	
Overvotes:		0		0		4		4	
Rejected write-in votes:		27		0		12		39	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Lodi Unified School District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
9	9	100.00%	12,011	16,195	74.16%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
VICTORIA LENDERMAN		3,371	43.02%	33	49.25%	789	49.41%	4,193	44.14%
MAIA AGUIRRE		2,155	27.50%	16	23.88%	525	32.87%	2,696	28.38%
GARY KNACKSTEDT		2,310	29.48%	18	26.87%	283	17.72%	2,611	27.48%
Cast Votes:		7,836	100.00%	67	100.00%	1,597	100.00%	9,500	100.00%
Undervotes:		1,860		21		429		2,310	
Overvotes:		3		0		137		140	
Rejected write-in votes:		50		1		10		61	
Unresolved write-in votes:		0		0		0		0	

Lodi Unified School District Governing Board Member Trustee Area 7 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	7,704	11,802	65.28%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JOSEPH ANTHONY GARDEA		1,838	36.35%	17	41.46%	506	43.62%	2,361	37.73%
JOE NAVA		3,219	63.65%	24	58.54%	654	56.38%	3,897	62.27%
Cast Votes:		5,057	100.00%	41	100.00%	1,160	100.00%	6,258	100.00%
Undervotes:		1,077		10		308		1,395	
Overvotes:		0		0		11		11	
Rejected write-in votes:		29		1		10		40	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Lammersville Unified School District Governing Board Member Trustee Area 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	1,857	2,357	78.79%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DAVID A POMBO		823	59.90%	2	66.67%	161	52.27%	986	58.52%
SUREKHA SHEKAR		551	40.10%	1	33.33%	147	47.73%	699	41.48%
Cast Votes:		1,374	100.00%	3	100.00%	308	100.00%	1,685	100.00%
Undervotes:		117		5		43		165	
Overvotes:		0		0		0		0	
Rejected write-in votes:		7		0		0		7	
Unresolved write-in votes:		0		0		0		0	

Lammersville Unified School District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,344	1,767	76.06%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
SAMIK MODY		556	58.71%	2	100.00%	103	53.93%	661	57.98%
RAMASRI UPADHYAYULA		391	41.29%	0	0.00%	88	46.07%	479	42.02%
Cast Votes:		947	100.00%	2	100.00%	191	100.00%	1,140	100.00%
Undervotes:		138		0		48		186	
Overvotes:		0		0		3		3	
Rejected write-in votes:		13		0		2		15	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Tracy Unified School District Governing Board Member Trustee Area 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	5,272	7,464	70.63%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ZACHARY HOFFERT		393	11.58%	2	15.38%	107	14.21%	502	12.06%
NAVI KAHN		1,464	43.12%	5	38.46%	289	38.38%	1,758	42.25%
SCOTT SECKER		1,538	45.30%	6	46.15%	357	47.41%	1,901	45.69%
Cast Votes:		3,395	100.00%	13	100.00%	753	100.00%	4,161	100.00%
Undervotes:		841		6		229		1,076	
Overvotes:		3		0		1		4	
Rejected write-in votes:		28		0		3		31	
Unresolved write-in votes:		0		0		0		0	

Galt Joint Union High School District Governing Board Member Trustee Area 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	2,091	2,649	78.94%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
KAROL MESSERSMITH		704	50.65%	4	66.67%	149	52.84%	857	51.07%
PATRICK W. MAPLE		686	49.35%	2	33.33%	133	47.16%	821	48.93%
Cast Votes:		1,390	100.00%	6	100.00%	282	100.00%	1,678	100.00%
Undervotes:		334		2		63		399	
Overvotes:		1		0		1		2	
Rejected write-in votes:		10		0		2		12	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Oak View Union School District Governing Board Member - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	1,354	1,700	79.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DANIEL RICE		493	30.60%	3	30.00%	104	38.95%	600	31.78%
TAMMI VAN HOUTEN		567	35.20%	4	40.00%	81	30.34%	652	34.53%
ANN ULLRICH		551	34.20%	3	30.00%	82	30.71%	636	33.69%
Cast Votes:		1,611	100.00%	10	100.00%	267	100.00%	1,888	100.00%
Undervotes:		655		6		142		803	
Overvotes:		0		0		1		1	
Rejected write-in votes:		12		0		3		15	
Unresolved write-in votes:		0		0		0		0	

San Joaquin County Supervisor District 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
53	53	100.00%	35,347	58,928	59.98%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MARIO SANTIAGO GARDEA		14,988	61.05%	354	73.60%	4,951	73.09%	20,293	63.80%
LILLIANA UDANG		9,564	38.95%	127	26.40%	1,823	26.91%	11,514	36.20%
Cast Votes:		24,552	100.00%	481	100.00%	6,774	100.00%	31,807	100.00%
Undervotes:		2,362		86		1,047		3,495	
Overvotes:		3		1		41		45	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

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Precincts Reporting

272 of 272 = 100.00%

San Joaquin County Supervisor District 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
55	55	100.00%	63,059	85,709	73.57%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
STEVE DEBRUM		22,302	47.30%	139	48.60%	5,255	52.50%	27,696	48.21%
SONNY DHALIWAL		24,847	52.70%	147	51.40%	4,754	47.50%	29,748	51.79%
Cast Votes:		47,149	100.00%	286	100.00%	10,009	100.00%	57,444	100.00%
Undervotes:		4,284		41		1,262		5,587	
Overvotes:		2		0		26		28	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

City of Stockton Mayor - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
81	81	100.00%	90,804	139,587	65.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
CHRISTINA FUGAZI		36,890	54.16%	511	51.46%	8,273	53.50%	45,674	54.00%
TOM PATTI		31,229	45.84%	482	48.54%	7,191	46.50%	38,902	46.00%
Cast Votes:		68,119	100.00%	993	100.00%	15,464	100.00%	84,576	100.00%
Undervotes:		4,304		115		1,602		6,021	
Overvotes:		6		2		199		207	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Precincts Reporting

272 of 272 = 100.00%

City of Stockton Member, City Council District 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	12,507	20,870	59.93%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
WAQAR RIZVI		3,812	42.03%	44	33.85%	643	33.56%	4,499	40.48%
MARIELA PONCE		5,257	57.97%	86	66.15%	1,273	66.44%	6,616	59.52%
Cast Votes:		9,069	100.00%	130	100.00%	1,916	100.00%	11,115	100.00%
Undervotes:		960		21		405		1,386	
Overvotes:		1		0		5		6	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

City of Stockton Member, City Council District 4 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
16	16	100.00%	17,761	25,562	69.48%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MARIO ENRIQUEZ		6,696	51.92%	108	58.06%	1,277	50.74%	8,081	51.80%
GINA VALADEZ-BRACAMONTE		6,200	48.08%	78	41.94%	1,240	49.26%	7,518	48.20%
Cast Votes:		12,896	100.00%	186	100.00%	2,517	100.00%	15,599	100.00%
Undervotes:		1,594		33		525		2,152	
Overvotes:		2		0		8		10	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Precincts Reporting
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City of Stockton Member, City Council District 6 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
14	14	100.00%	12,380	20,583	60.15%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JASON LEE		5,130	57.03%	90	58.06%	1,460	59.98%	6,680	57.67%
KIMBERLY WARMSLEY		3,865	42.97%	65	41.94%	974	40.02%	4,904	42.33%
Cast Votes:		8,995	100.00%	155	100.00%	2,434	100.00%	11,584	100.00%
Undervotes:		481		14		292		787	
Overvotes:		1		0		8		9	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

City of Escalon Member, City Council - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	3,588	4,460	80.45%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DAVID BELLINGER		1,045	22.82%	4	25.00%	173	18.38%	1,222	22.07%
GABRIELLA VARGAS		865	18.89%	2	12.50%	185	19.66%	1,052	19.00%
JEFF KAY		1,202	26.24%	6	37.50%	284	30.18%	1,492	26.95%
SHAWN M. STROHMAN		1,468	32.05%	4	25.00%	299	31.77%	1,771	31.98%
Cast Votes:		4,580	100.00%	16	100.00%	941	100.00%	5,537	100.00%
Undervotes:		1,214		5		346		1,565	
Overvotes:		2		0		1		3	
Rejected write-in votes:		56		1		11		68	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Manteca Member, City Council District 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	9,003	12,289	73.26%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
CHARLIE HALFORD		5,191	100.00%	33	100.00%	997	100.00%	6,221	100.00%
	Cast Votes:	5,191	100.00%	33	100.00%	997	100.00%	6,221	100.00%
	Undervotes:	1,944		20		456		2,420	
	Overvotes:	0		0		2		2	
	Rejected write-in votes:	300		1		59		360	
	Unresolved write-in votes:	0		0		0		0	

City of Manteca Member, City Council District 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	9,566	12,796	74.76%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
REGINA LACKEY		2,927	41.19%	21	60.00%	696	51.06%	3,644	42.85%
GABRIEL GALLETTA		1,433	20.17%	7	20.00%	333	24.43%	1,773	20.85%
JUDY BLUMHORST		2,746	38.64%	7	20.00%	334	24.50%	3,087	36.30%
	Cast Votes:	7,106	100.00%	35	100.00%	1,363	100.00%	8,504	100.00%
	Undervotes:	796		4		212		1,012	
	Overvotes:	2		0		3		5	
	Rejected write-in votes:	39		1		5		45	
	Unresolved write-in votes:	0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Lodi Member, City Council District 4 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	2,048	3,677	55.70%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
LYNDSY N. DAVIS		444	33.04%	6	42.86%	150	34.09%	600	33.37%
ALEXANDER S ALIFERIS		284	21.13%	4	28.57%	120	27.27%	408	22.69%
RAMON YEPEZ		616	45.83%	4	28.57%	170	38.64%	790	43.94%
Cast Votes:		1,344	100.00%	14	100.00%	440	100.00%	1,798	100.00%
Undervotes:		134		4		92		230	
Overvotes:		2		0		1		3	
Rejected write-in votes:		14		0		3		17	
Unresolved write-in votes:		0		0		0		0	

City of Lodi Member, City Council District 5 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	5,143	6,907	74.46%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MIKEY HOTH		2,865	100.00%	19	100.00%	654	100.00%	3,538	100.00%
Cast Votes:		2,865	100.00%	19	100.00%	654	100.00%	3,538	100.00%
Undervotes:		1,070		4		282		1,356	
Overvotes:		1		0		2		3	
Rejected write-in votes:		203		0		43		246	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Tracy Mayor - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,691	49,103	70.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ELEASSIA DAVIS		8,021	31.12%	38	41.30%	1,761	32.16%	9,820	31.33%
MARY MITRACOS		5,377	20.86%	20	21.74%	1,384	25.28%	6,781	21.63%
DAN ARRIOLA		12,380	48.03%	34	36.96%	2,330	42.56%	14,744	47.04%
Cast Votes:		25,778	100.00%	92	100.00%	5,475	100.00%	31,345	100.00%
Undervotes:		2,331		27		783		3,141	
Overvotes:		5		0		17		22	
Rejected write-in votes:		148		1		34		183	
Unresolved write-in votes:		0		0		0		0	

City of Tracy Member, City Council - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,691	49,103	70.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ALICE ENGLISH		5,136	10.76%	28	16.57%	1,193	12.72%	6,357	11.10%
WES HUFFMAN		4,164	8.73%	15	8.88%	813	8.67%	4,992	8.72%
CLIFF HUDSON		4,929	10.33%	18	10.65%	1,025	10.93%	5,972	10.43%
GUY MCINTYRE		5,664	11.87%	10	5.92%	886	9.45%	6,560	11.45%
STEVE ABERCROMBIE		10,242	21.46%	28	16.57%	1,926	20.54%	12,196	21.30%
JOSEPH COLMENARES		1,474	3.09%	9	5.33%	405	4.32%	1,888	3.30%
DOMINIC D BILES		722	1.51%	4	2.37%	226	2.41%	952	1.66%
MATEO BEDOLLA		6,310	13.22%	30	17.75%	1,333	14.22%	7,673	13.40%
TAI'RANCE KELLY SR.		1,439	3.02%	10	5.92%	348	3.71%	1,797	3.14%
DOTTY NYGARD		6,932	14.53%	15	8.88%	976	10.41%	7,923	13.83%
MIKE SCHOBBER		710	1.49%	2	1.18%	246	2.62%	958	1.67%
Cast Votes:		47,722	100.00%	169	100.00%	9,377	100.00%	57,268	100.00%
Undervotes:		8,470		69		3,113		11,652	
Overvotes:		91		0		40		131	
Rejected write-in votes:		150		2		48		200	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Tracy Treasurer - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,691	49,103	70.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
RAYMOND MCCRAY		18,496	100.00%	65	100.00%	3,539	100.00%	22,100	100.00%
	Cast Votes:	18,496	100.00%	65	100.00%	3,539	100.00%	22,100	100.00%
	Undervotes:	9,243		53		2,623		11,919	
	Overvotes:	0		0		3		3	
	Rejected write-in votes:	523		2		144		669	
	Unresolved write-in votes:	0		0		0		0	

City of Lathrop Mayor - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	12,203	16,740	72.90%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MANSOOR FAZEL		1,754	19.85%	11	22.00%	572	24.72%	2,337	20.86%
PAUL AKINJO		4,227	47.83%	21	42.00%	914	39.50%	5,162	46.09%
DIANA RADONIC		657	7.43%	1	2.00%	155	6.70%	813	7.26%
PAUL CAMARENA		2,199	24.88%	17	34.00%	673	29.08%	2,889	25.79%
	Cast Votes:	8,837	100.00%	50	100.00%	2,314	100.00%	11,201	100.00%
	Undervotes:	637		5		295		937	
	Overvotes:	6		0		15		21	
	Rejected write-in votes:	32		1		11		44	
	Unresolved write-in votes:	0		0		0		0	

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Lathrop Member, City Council - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	12,203	16,740	72.90%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JENNIFER TORRES-O'CALLAGHAN		5,728	42.40%	32	41.56%	1,299	40.99%	7,059	42.13%
MINNIE "COTTON" DIALLO		5,049	37.37%	24	31.17%	1,201	37.90%	6,274	37.44%
STEVE DRESSER		2,734	20.24%	21	27.27%	669	21.11%	3,424	20.43%
Cast Votes:		13,511	100.00%	77	100.00%	3,169	100.00%	16,757	100.00%
Undervotes:		5,425		33		2,060		7,518	
Overvotes:		0		0		4		4	
Rejected write-in votes:		88		2		33		123	
Unresolved write-in votes:		0		0		0		0	

Farmington Rural County Fire Protection District Governing Board Member - Vote for Three

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,045	1,282	81.51%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
NANCY LEMOS		382	21.20%	4	36.36%	43	15.87%	429	20.59%
JEREMIAH MULVIHILL		308	17.09%	2	18.18%	40	14.76%	350	16.79%
JEFF BRIGGS		604	33.52%	4	36.36%	91	33.58%	699	33.54%
FRANK ED BRACCO JR		384	21.31%	1	9.09%	72	26.57%	457	21.93%
KELLY OGILVIE		124	6.88%	0	0.00%	25	9.23%	149	7.15%
Cast Votes:		1,802	100.00%	11	100.00%	271	100.00%	2,084	100.00%
Undervotes:		813		7		224		1,044	
Overvotes:		0		0		0		0	
Rejected write-in votes:		4		0		3		7	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Liberty Rural Fire Protection District Governing Board Member - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,845	2,267	81.39%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ROBERT ERMAN		673	31.11%	3	27.27%	99	26.83%	775	30.48%
GALEN J GRIBAUDO		653	30.19%	5	45.45%	104	28.18%	762	29.96%
DAN SCHMIERER		837	38.70%	3	27.27%	166	44.99%	1,006	39.56%
Cast Votes:		2,163	100.00%	11	100.00%	369	100.00%	2,543	100.00%
Undervotes:		923		1		207		1,131	
Overvotes:		0		0		1		1	
Rejected write-in votes:		8		0		6		14	
Unresolved write-in votes:		0		0		0		0	

Proposition 2

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		114,044	55.62%	1,059	61.57%	27,185	60.92%	142,288	56.60%
NO		91,008	44.38%	661	38.43%	17,437	39.08%	109,106	43.40%
Cast Votes:		205,052	100.00%	1,720	100.00%	44,622	100.00%	251,394	100.00%
Undervotes:		11,732		213		3,985		15,930	
Overvotes:		10		0		293		303	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Proposition 3

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		107,281	52.50%	838	47.94%	22,009	49.03%	130,128	51.85%
NO		97,070	47.50%	910	52.06%	22,878	50.97%	120,858	48.15%
Cast Votes:		204,351	100.00%	1,748	100.00%	44,887	100.00%	250,986	100.00%
Undervotes:		12,417		182		3,836		16,435	
Overvotes:		26		3		177		206	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 4

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		111,978	54.69%	1,109	64.14%	27,332	61.00%	140,419	55.88%
NO		92,761	45.31%	620	35.86%	17,476	39.00%	110,857	44.12%
Cast Votes:		204,739	100.00%	1,729	100.00%	44,808	100.00%	251,276	100.00%
Undervotes:		12,040		204		4,017		16,261	
Overvotes:		15		0		75		90	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Proposition 5

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		78,102	38.44%	877	50.90%	20,380	45.95%	99,359	39.86%
NO		125,087	61.56%	846	49.10%	23,970	54.05%	149,903	60.14%
Cast Votes:		203,189	100.00%	1,723	100.00%	44,350	100.00%	249,262	100.00%
Undervotes:		13,597		207		4,447		18,251	
Overvotes:		8		3		103		114	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 6

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		81,015	40.28%	775	45.43%	17,747	40.73%	99,537	40.40%
NO		120,104	59.72%	931	54.57%	25,821	59.27%	146,856	59.60%
Cast Votes:		201,119	100.00%	1,706	100.00%	43,568	100.00%	246,393	100.00%
Undervotes:		15,580		224		5,111		20,915	
Overvotes:		17		3		212		232	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Proposition 32

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		88,700	43.08%	944	53.51%	21,911	48.24%	111,555	44.08%
NO		117,196	56.92%	820	46.49%	23,508	51.76%	141,524	55.92%
Cast Votes:		205,896	100.00%	1,764	100.00%	45,419	100.00%	253,079	100.00%
Undervotes:		10,797		169		3,315		14,281	
Overvotes:		14		0		158		172	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 33

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		77,589	38.30%	828	47.67%	19,747	44.52%	98,164	39.47%
NO		125,004	61.70%	909	52.33%	24,607	55.48%	150,520	60.53%
Cast Votes:		202,593	100.00%	1,737	100.00%	44,354	100.00%	248,684	100.00%
Undervotes:		13,902		195		4,310		18,407	
Overvotes:		23		2		212		237	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Proposition 34

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		102,949	52.18%	909	54.01%	23,585	54.46%	127,443	52.60%
NO		94,340	47.82%	774	45.99%	19,722	45.54%	114,836	47.40%
Cast Votes:		197,289	100.00%	1,683	100.00%	43,307	100.00%	242,279	100.00%
Undervotes:		19,018		244		5,357		24,619	
Overvotes:		24		5		180		209	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 35

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		141,920	69.95%	1,180	67.58%	29,782	66.95%	172,882	69.40%
NO		60,964	30.05%	566	32.42%	14,703	33.05%	76,233	30.60%
Cast Votes:		202,884	100.00%	1,746	100.00%	44,485	100.00%	249,115	100.00%
Undervotes:		13,320		181		4,244		17,745	
Overvotes:		18		5		117		140	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267,627 of 378,657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Proposition 36

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		156,328	76.27%	1,253	70.99%	32,608	72.47%	190,189	75.56%
NO		48,628	23.73%	512	29.01%	12,387	27.53%	61,527	24.44%
Cast Votes:		204,956	100.00%	1,765	100.00%	44,995	100.00%	251,716	100.00%
Undervotes:		11,248		163		3,695		15,106	
Overvotes:		18		4		156		178	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure G

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	187	231	80.95%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		59	35.54%	0	0.00%	2	28.57%	61	35.06%
BONDS-NO		107	64.46%	1	100.00%	5	71.43%	113	64.94%
Cast Votes:		166	100.00%	1	100.00%	7	100.00%	174	100.00%
Undervotes:		11		0		2		13	
Overvotes:		0		0		0		0	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Measure H

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	794	1,011	78.54%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		246	41.34%	0	0.00%	51	38.35%	297	40.80%
BONDS-NO		349	58.66%	0	0.00%	82	61.65%	431	59.20%
Cast Votes:		595	100.00%	0	0.00%	133	100.00%	728	100.00%
Undervotes:		51		0		14		65	
Overvotes:		0		0		0		0	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure K

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
257	257	100.00%	256,748	365,559	70.23%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		112,704	58.95%	1,114	67.47%	27,428	64.73%	141,246	60.05%
BONDS-NO		78,470	41.05%	537	32.53%	14,943	35.27%	93,950	39.95%
Cast Votes:		191,174	100.00%	1,651	100.00%	42,371	100.00%	235,196	100.00%
Undervotes:		15,734		257		4,799		20,790	
Overvotes:		20		2		137		159	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 379657 = 70.55%

Precincts Reporting

272 of 272 = 100.00%

Measure J

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
12	12	100.00%	10,687	12,863	83.08%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		4,508	51.61%	14	73.68%	876	62.26%	5,398	53.13%
BONDS-NO		4,226	48.39%	5	26.32%	531	37.74%	4,762	46.87%
Cast Votes:		8,734	100.00%	19	100.00%	1,407	100.00%	10,160	100.00%
Undervotes:		378		2		122		502	
Overvotes:		0		0		1		1	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure L

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	6,669	8,331	80.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		2,545	48.82%	10	58.82%	544	56.49%	3,099	50.04%
BONDS-NO		2,668	51.18%	7	41.18%	419	43.51%	3,094	49.96%
Cast Votes:		5,213	100.00%	17	100.00%	963	100.00%	6,193	100.00%
Undervotes:		366		2		99		467	
Overvotes:		0		0		1		1	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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272 of 272 = 100.00%

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Measure O

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
23	23	100.00%	28,892	41,390	69.80%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		13,458	62.46%	65	72.22%	3,134	69.46%	16,657	63.71%
BONDS-NO		8,087	37.54%	25	27.78%	1,378	30.54%	9,490	36.29%
Cast Votes:		21,545	100.00%	90	100.00%	4,512	100.00%	26,147	100.00%
Undervotes:		2,004		21		639		2,664	
Overvotes:		2		0		8		10	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure R

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		151,587	75.02%	1,195	70.46%	31,960	72.78%	184,742	74.59%
NO		50,476	24.98%	501	29.54%	11,953	27.22%	62,930	25.41%
Cast Votes:		202,063	100.00%	1,696	100.00%	43,913	100.00%	247,672	100.00%
Undervotes:		14,142		234		4,573		18,949	
Overvotes:		17		2		360		379	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

Run Time: 8:11 AM

Run Date: 11/05/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters

267,627 of 378,457 = 70.69%

Precincts Reporting

272 of 272 = 100.00%

Measure M

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
81	81	100.00%	90,804	139,587	65.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		47,968	75.38%	670	73.38%	10,582	73.32%	59,220	74.98%
NO		15,670	24.62%	243	26.62%	3,850	26.68%	19,763	25.02%
Cast Votes:		63,638	100.00%	913	100.00%	14,432	100.00%	78,983	100.00%
Undervotes:		8,579		195		2,609		11,383	
Overvotes:		12		2		197		211	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure N

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
81	81	100.00%	90,804	139,587	65.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		41,345	64.76%	604	65.87%	9,988	69.14%	51,937	65.57%
NO		22,497	35.24%	313	34.13%	4,459	30.86%	27,269	34.43%
Cast Votes:		63,842	100.00%	917	100.00%	14,447	100.00%	79,206	100.00%
Undervotes:		8,378		190		2,583		11,151	
Overvotes:		9		3		208		220	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

Run Time 8:41 AM
Run Date 12/03/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Measure P

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	3,588	4,460	80.45%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		2,033	73.10%	7	70.00%	477	80.30%	2,517	74.36%
NO		748	26.90%	3	30.00%	117	19.70%	868	25.64%
Cast Votes:		2,781	100.00%	10	100.00%	594	100.00%	3,385	100.00%
Undervotes:		145		1		54		200	
Overvotes:		0		0		2		2	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure Q

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,717	47,232	73.50%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		13,559	50.11%	75	53.96%	2,974	53.04%	16,608	50.62%
NO		13,502	49.89%	64	46.04%	2,633	46.96%	16,199	49.38%
Cast Votes:		27,061	100.00%	139	100.00%	5,607	100.00%	32,807	100.00%
Undervotes:		1,322		16		468		1,806	
Overvotes:		2		0		16		18	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

Official 2024 General Election

Run Time: 8:47 AM

Run Date: 12/05/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

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Official Results

Registered Voters

267627 of 378557 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Measure S

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	433	584	74.14%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		247	76.47%	5	100.00%	83	86.46%	335	79.01%
NO		76	23.53%	0	0.00%	13	13.54%	89	20.99%
Cast Votes:		323	100.00%	5	100.00%	96	100.00%	424	100.00%
Undervotes:		7		0		1		8	
Overvotes:		0		0		0		0	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

*** End of report ***



COUNTY OF SAN JOAQUIN VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of San Joaquin } ss.

I, OLIVIA HALE, Registrar of Voters of the County of San Joaquin, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in San Joaquin County in the:

City of Tracy

to elect: **1 Mayor**

at the **November 5, 2024 General Election.**

The results of the Official Canvass conducted by this office are as follows:

Candidates Name	Total Votes Cast
Dan Arriola*	14,744
Eleassia Davis	9,820
Mary Mitracos	6,781

I further certify that the conduct of the election and canvassing of the ballots was in every respect in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this December 3, 2024, in accordance with the laws of the State of California.

OLIVIA HALE
REGISTRAR OF VOTERS
County of San Joaquin
State of California



*Elected



COUNTY OF SAN JOAQUIN VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of San Joaquin } ss.

I, OLIVIA HALE, Registrar of Voters of the County of San Joaquin, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in San Joaquin County in the:

City of Tracy

to elect: **1 Treasurer**

at the **November 5, 2024 General Election**.

The results of the Official Canvass conducted by this office are as follows:

Candidates Name	Total Votes Cast
Raymond Mccray*	22,100

I further certify that the conduct of the election and canvassing of the ballots was in every respect in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this December 3, 2024, in accordance with the laws of the State of California.

OLIVIA HALE
REGISTRAR OF VOTERS
County of San Joaquin
State of California



*Elected

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION NO. 2024-188

REPLACING THE CITY COUNCIL POLICY ON FILLING CITY COUNCIL VACANCIES WITH A NEW POLICY THAT REQUIRES ALL VACANCIES, REGARDLESS OF WHEN OCCURRING DURING A TERM, TO BE APPOINTED BASED ON THE GENERAL MUNICIPAL ELECTION THROUGH THE MOST RECENT GENERAL MUNICIPAL ELECTION CREATING THE VACANCY

WHEREAS, the process for filling City Council vacancies (other than for an elective Mayor) is set forth in Government Code section 36512(b), which provides that if a vacancy occurs, then the City Council, within 60 days from the commencement of the vacancy, must either fill the vacancy by appointment or call a special election to fill the vacancy; and

WHEREAS, the City Council has opted to fill vacancies on the City Council through an appointment process rather than a special election; and

WHEREAS, the State law does not prescribe any procedure for selection of appointees; and

WHEREAS, via Resolution No. 2017-001, the City Council adopted the *City Council Policy On Filling City Council Vacancies* (Policy) which required that all vacancies on the City Council were filled through a Council-led appointment process based on nominations, interviews and selection; and

WHEREAS, the 2019 San Joaquin Grand Jury Report (Case No. 0418) recommended that the City Council amend the Policy so as to create a policy that adhered to the "will of the voters" and did not foster "loyalty, allegiance, and personal obligation" to Council Members making the appointment; and

WHEREAS, while the initial draft amendment to the Policy presented to the City Council reflected the stated recommendation of the Grand Jury, the final version adopted by the City Council pursuant to Resolution No. 2019-250 amended the Policy to implement the Grand Jury's recommendation only for vacancies occurring within the first 365 days of a term and vacancies occurring after the first year continue through a Council-led selection process; and

WHEREAS, the City Council hereby seeks to have all appointments for vacancies on the City Council to be based on election results, regardless of when such vacancies occur; and

WHEREAS, the election results shall be based upon the last most recent General Municipal Election; now, therefore, be it

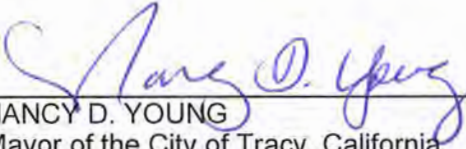
RESOLVED: That pursuant to the plenary powers granted under California Government Code section 36512, the City Council of the City of Tracy hereby adopts the new *City Council Policy On Filling City Council Vacancies* set forth in Exhibit 1 (New Policy); and be it

FURTHER RESOLVED: That the City Council hereby rescinds the existing *City Council Policy On Filling City Council Vacancies* and replaces it in its entirety with the New Policy; and be it

FURTHER RESOLVED: That the New Policy shall become effective immediately upon adoption of this Resolution.

The foregoing Resolution 2024-188 was adopted by the Tracy City Council on October 15, 2024, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, EVANS, DAVIS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTENTION:	COUNCIL MEMBERS: NONE



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

Exhibit I – City Council Policy on filling City Council Vacancies

EXHIBIT 1

CITY COUNCIL POLICY ON FILLING CITY COUNCIL VACANCIES

Adopted by Resolution No. 2024-188

I. BACKGROUND

The process for filling City Council vacancies (other than for an elective Mayor) is set forth in Government Code section 36512(b), which provides that:

"If a vacancy occurs in an elective office provided for in this chapter, the City Council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. The special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person appointed or elected to fill a vacancy holds office for the unexpired term of the former incumbent."

State law does not prescribe any procedure for selection of appointees. Therefore, the City Council may choose any selection method it desires.

II. POLICY

The following procedures will be used by the City Council to fill a City Council vacancy by appointment rather than by special election:

A. Vacancy Occurring During the Vacant Position's Term

The City Council will appoint the next highest vote-getter in the last most recent General Municipal Election to fill a vacancy on Council occurring during the vacant position's term. In the event, the next highest vote-getter is not interested in filling the vacancy, Council will appoint the candidate with the next highest votes, and so on and so forth until filled.

The appointment to fill the vacancy shall be made by resolution of the City Council, by simple majority.

B. Additional Requirements

1. The appointment process set forth in this Policy shall apply to all vacancies, regardless of whether the vacancy occurs as a result of election or appointment to alternate office, death, incapacity, resignation, or removal.

2. The appointment process set forth in this Policy reflects plenary powers granted to the City Council under Government Code section 36512(b), and the Mayor's power of

appointment under Government Code section 40605 is not applicable.

3. This Policy is intended to comply with Government Code section 35612 and other applicable law and to the extent of conflict, such statutory provisions shall govern over this Policy.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPOINTING THE THIRD HIGHEST VOTE-GETTER IN THE LAST MOST RECENT GENERAL MUNICIPAL ELECTION, MATEO BEDOLLA, TO FILL A VACANCY ON THE CITY COUNCIL OCCURRING DURING THE VACANT POSITION'S TERM, BASED ON THE RESULTS ON THE GENERAL MUNICIPAL ELECTION CREATING THE VACANCY

WHEREAS, there is a vacancy on the City Council following the City of Tracy's General Municipal Election held on November 5, 2024, and the swearing in of Council Member Arriola as Tracy's new Mayor by separate action on December 17, 2024; and

WHEREAS, on October 15, 2024, the City Council adopted Resolution 2024-188 replacing the City Council Policy on Filling City Council Vacancies with a new policy that requires all vacancies, regardless of when occurring during a term, to be appointed based on the General Municipal Election through the most recent General Municipal Election creating the vacancy; and

WHEREAS, Section II (A) of the Council Policy on Filling City Council Vacancies requires the City Council to appoint the next highest vote-getter in the last most recent General Municipal Election to fill a vacancy on Council occurring during the vacant position's term; and

WHEREAS, the City Council's appointment is to be by adoption of a resolution approved by simple majority; and

WHEREAS, the San Joaquin County Registrar of Voters Office has certified the results of the November 5, 2024, General Municipal Election and in a separate agenda item, pursuant to California Election Code Section 10263, the City Council adopted Resolution 2024-____ reciting the results of the election and other matters, as provided by law, upon completion of the canvass; and

WHEREAS, the resolution declares the following election results: Dan Arriola elected as Mayor, Steve Abercrombie elected as Council Member, Dotty Nygard elected as Council Member and Ray McCray elected as Treasurer; and

WHEREAS, the election of Dan Arriola as Mayor creates a vacancy in his Council Member seat, with the term of such seat expiring in December 2026; and

WHEREAS, the third highest vote-getter for a Council Member seat in the November 5, 2024, General Municipal Election is Mateo Bedolla; and

NOW, THEREFORE, BE IT:

RESOLVED: The City Council of the City of Tracy declares and determines that Mateo Bedolla was the third highest vote-getter in the last most recent General Municipal Election to fill a vacancy on the City Council; and be it further

RESOLVED: That the City Council appoints Mateo Bedolla to serve the remainder of the vacated Council Member seat, with the term ending in December 2026; and be it further

RESOLVED: That the City Clerk shall administer the Oath of Office to Mateo Bedolla, as prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk, and then be inducted into the respective office to which they have been appointed.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 17th day of December, 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 3.E

RECOMMENDATION

The City Council, by Motion, appoint a Council Member as the Mayor Pro Tempore of the Tracy City Council for a two-year term ending in December 2026.

EXECUTIVE SUMMARY

This item requests that the City Council appoint a Mayor Pro Tempore to serve a two-year term ending in December 2026.

BACKGROUND AND LEGISLATIVE HISTORY

Government Code Sections 34905 and 36801 require that the City Council choose one of its members to serve as Mayor Pro Tempore. In the absence of the Mayor, the Mayor Pro Tempore exercises the powers and duties of the Mayor. The Mayor Pro Tempore serves a two-year term.

ANALYSIS

The adopted City Council Code of Conduct states under Section 2.2.1 of Chapter 2 (Council Powers and Responsibilities), that the selection of the Mayor Pro Tempore occurs every two years in December, after the City receives the certified results of the election from the County Registrar of Voters. The San Joaquin County Registrar of Voters Office has certified the results of the November 5, 2024, General Municipal Election and in a separate agenda item, pursuant to California Election Code Section 10263, the City Council has adopted a resolution reciting the results of the election and other matters, as provided by law, upon completion of the canvass (see Attachment A). By separate action, the City Council has sworn in the new Mayor and Council Members and has appointed the next highest vote-getter to fill the vacant Council Member seat.

FISCAL IMPACT

There is no fiscal impact associated with this discussion item.

STRATEGIC PLAN

This item does not relate to the Council's Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that, by motion, the City Council appoint a Council Member as the Mayor Pro Tempore of the Tracy City Council for a two-year term ending in December 2026.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Bijal Patel, City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachment A – Certified Results of the November 5, 2024, General Municipal Election



SAN JOAQUIN
—COUNTY—
Greatness grows here.

Registrar of Voters

Olivia Hale, Registrar of Voters
Eric Diaz, Assistant Registrar of Voters

December 4, 2024

CITY OF TRACY
333 CIVIC CENTER PLAZA
TRACY, CA 95376

Subject: Certification of the Tuesday, November 5, 2024, General Election

Dear ADRIANNE RICHARDSON:

The election for your district was held on November 5, 2024, and the results are now finalized. Enclosed is the Certificate of Election Facts, Cumulative Results, and Candidate Certificate(s). We look forward to serving you again in any future elections.

Sincerely,

A handwritten signature in cursive script that reads "Olivia Hale".

Olivia Hale
San Joaquin County Registrar of Voters

Enclosures:

Certificate of Election Facts
Exhibit A (Cumulative Results)
Candidate Certificate(s)



COUNTY OF SAN JOAQUIN VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of San Joaquin } ss.

I, OLIVIA HALE, Registrar of Voters of the County of San Joaquin, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in San Joaquin County in the:

City of Tracy

to elect: **2 Council Members**

at the **November 5, 2024 General Election.**

The results of the Official Canvass conducted by this office are as follows:

Candidates Name	Total Votes Cast
Steve Abercrombie*	12,196
Dotty Nygard*	7,923
Mateo Bedolla	7,673
Guy McIntyre	6,560
Alice English	6,357
Cliff Hudson	5,972
Wes Huffman	4,992
Joseph Colmenare	1,888
Tai'Rance Kelly Sr.	1,797
Mike Schober	958
Dominic D Biles	952

I further certify that the conduct of the election and canvassing of the ballots was in every respect in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this
December 3, 2024, in accordance with the laws of the State of California.



OLIVIA HALE
REGISTRAR OF VOTERS
County of San Joaquin
State of California

*Elected

Cumulative Results Report

SAN JOAQUIN COUNTY

Official Results

Official 2024 General Election

GENERAL ELECTION

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Run Time 8:41 AM
Run Date 12/03/2024

11/5/2024

Page 1

President and Vice President - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DONALD J. TRUMP JD VANCE		99,654	46.66%	1,066	55.49%	28,276	58.62%	128,996	48.92%
CLAUDIA DE LA CRUZ KARINA GARCIA		1,034	0.48%	11	0.57%	232	0.48%	1,277	0.48%
KAMALA D. HARRIS TIM WALZ		107,298	50.24%	815	42.43%	18,534	38.43%	126,647	48.03%
ROBERT F. KENNEDY JR. NICOLE SHANAHAN		2,854	1.34%	11	0.57%	548	1.14%	3,413	1.29%
CHASE OLIVER MIKE TER MAAT		653	0.31%	0	0.00%	102	0.21%	755	0.29%
JILL STEIN RUDOLPH WARE		2,028	0.95%	18	0.94%	537	1.11%	2,583	0.98%
PETER SONSKI LAUREN ONAK (W)		34	0.02%	0	0.00%	4	0.01%	38	0.01%
Cast Votes:		213,555	100.00%	1,921	100.00%	48,233	100.00%	263,709	100.00%
Undervotes:		2,008		3		248		2,259	
Overvotes:		223		5		224		452	
Rejected write-in votes:		1,008		4		195		1,207	
Unresolved write-in votes:		0		0		0		0	

United States Senator Full Term - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
STEVE GARVEY		100,992	48.37%	1,020	56.92%	27,052	59.23%	129,064	50.36%
ADAM B. SCHIFF		107,813	51.63%	772	43.08%	18,620	40.77%	127,205	49.64%
Cast Votes:		208,805	100.00%	1,792	100.00%	45,672	100.00%	256,269	100.00%
Undervotes:		7,965		138		3,127		11,230	
Overvotes:		24		3		101		128	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

EXHIBIT A

Cumulative Results Report

Official 2024 General Election

Run Time: 8:41 AM

Run Date: 11/05/2024

SAN JOAQUIN COUNTY

GENERAL ELECTION

11/5/2024

Page 2

Official Results

Registered Voters

267,627 of 378,657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

United States Senator Partial/Unexpired Term - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
STEVE GARVEY		99,188	48.47%	985	56.45%	26,356	59.23%	126,529	50.43%
ADAM B. SCHIFF		105,461	51.53%	760	43.55%	18,145	40.77%	124,366	49.57%
Cast Votes:		204,649	100.00%	1,745	100.00%	44,501	100.00%	250,895	100.00%
Undervotes:		12,128		187		4,343		16,658	
Overvotes:		17		1		56		74	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Congressional District 9 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
248	248	100.00%	251,814	357,275	70.48%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
KEVIN LINCOLN		90,529	45.91%	932	54.73%	24,054	56.25%	115,515	47.80%
JOSH HARDER		106,667	54.09%	771	45.27%	18,708	43.75%	126,146	52.20%
Cast Votes:		197,196	100.00%	1,703	100.00%	42,762	100.00%	241,661	100.00%
Undervotes:		7,071		154		2,810		10,035	
Overvotes:		17		3		98		118	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

SAN JOAQUIN COUNTY

Official Results

Official 2024 General Election

GENERAL ELECTION

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Run Time 8:41 AM
Run Date 12/03/2024

11/5/2024

Page 3

Congressional District 13 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
24	24	100.00%	15,813	21,382	73.95%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JOHN DUARTE		5,324	44.27%	38	55.88%	1,633	55.06%	6,995	46.45%
ADAM GRAY		6,701	55.73%	30	44.12%	1,333	44.94%	8,064	53.55%
Cast Votes:		12,025	100.00%	68	100.00%	2,966	100.00%	15,059	100.00%
Undervotes:		485		5		259		749	
Overvotes:		0		0		5		5	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

State Senator District 5 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JERRY MCNERNEY		106,073	51.25%	758	43.51%	18,267	40.58%	125,098	49.31%
JIM SHOEMAKER		100,890	48.75%	984	56.49%	26,747	59.42%	128,621	50.69%
Cast Votes:		206,963	100.00%	1,742	100.00%	45,014	100.00%	253,719	100.00%
Undervotes:		9,818		191		3,830		13,839	
Overvotes:		13		0		56		69	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267,617 of 373,657 = 71.58%

Precincts Reporting

272 of 272 = 100.00%

Assembly District 9 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
116	116	100.00%	119,278	157,794	75.59%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
HEATH FLORA		58,803	67.28%	327	68.55%	13,315	71.22%	72,445	67.98%
TAMI NOBRIGA		28,596	32.72%	150	31.45%	5,380	28.78%	34,126	32.02%
Cast Votes:		87,399	100.00%	477	100.00%	18,695	100.00%	106,571	100.00%
Undervotes:		10,311		72		2,300		12,683	
Overvotes:		3		0		21		24	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Assembly District 13 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
156	156	100.00%	148,349	220,863	67.17%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DENISE AGUILAR MENDEZ		45,564	41.02%	656	53.12%	13,017	52.10%	59,237	43.14%
RHODESIA RANSOM		65,523	58.98%	579	46.88%	11,969	47.90%	78,071	56.86%
Cast Votes:		111,087	100.00%	1,235	100.00%	24,986	100.00%	137,308	100.00%
Undervotes:		7,988		148		2,656		10,792	
Overvotes:		6		1		242		249	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

San Joaquin Delta Community College District Governing Board Member Trustee Area 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
29	29	100.00%	24,181	41,582	58.15%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
RALPH LEE WHITE		5,586	33.74%	133	36.64%	1,771	38.89%	7,490	34.88%
SHELLY STOLL SWANSON		10,969	66.26%	230	63.36%	2,783	61.11%	13,982	65.12%
Cast Votes:		16,555	100.00%	363	100.00%	4,554	100.00%	21,472	100.00%
Undervotes:		1,687		59		721		2,467	
Overvotes:		2		1		57		60	
Rejected write-in votes:		130		7		45		182	
Unresolved write-in votes:		0		0		0		0	

San Joaquin Delta Community College District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
36	36	100.00%	36,338	53,719	67.64%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
SAMUEL ANDERSON		4,706	18.85%	115	33.05%	1,268	24.53%	6,089	19.98%
JULIE D. KAY		7,629	30.56%	117	33.62%	1,768	34.20%	9,514	31.21%
DAN WRIGHT		12,628	50.59%	116	33.33%	2,134	41.28%	14,878	48.81%
Cast Votes:		24,963	100.00%	348	100.00%	5,170	100.00%	30,481	100.00%
Undervotes:		4,270		84		1,260		5,614	
Overvotes:		17		0		16		33	
Rejected write-in votes:		158		2		50		210	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 279617 = 95.68%

Precincts Reporting

272 of 272 = 100.00%

San Joaquin Delta Community College District Governing Board Member Trustee Area 6 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
41	41	100.00%	44,347	61,817	71.74%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
CATALINA PIÑA		20,807	70.34%	64	64.00%	4,336	68.09%	25,207	69.93%
ROSARIO PATRICK		8,772	29.66%	36	36.00%	2,032	31.91%	10,840	30.07%
Cast Votes:		29,579	100.00%	100	100.00%	6,368	100.00%	36,047	100.00%
Undervotes:		6,451		46		1,559		8,056	
Overvotes:		4		0		15		19	
Rejected write-in votes:		176		1		48		225	
Unresolved write-in votes:		0		0		0		0	

Stockton Unified School District Governing Board Member Trustee Area 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
7	7	100.00%	6,062	10,594	57.22%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ISABEL PEREZ		2,954	73.52%	72	66.67%	853	70.32%	3,879	72.65%
ANTHONY WOFFORD		1,064	26.48%	36	33.33%	360	29.68%	1,460	27.35%
Cast Votes:		4,018	100.00%	108	100.00%	1,213	100.00%	5,339	100.00%
Undervotes:		465		21		204		690	
Overvotes:		0		0		4		4	
Rejected write-in votes:		19		0		10		29	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Stockton Unified School District Governing Board Member Trustee Area 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	5,220	9,269	56.32%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MAXIMILIANO BEAS		1,481	42.53%	28	44.44%	399	42.27%	1,908	42.50%
FRANK C. SILVA		2,001	57.47%	35	55.56%	545	57.73%	2,581	57.50%
Cast Votes:		3,482	100.00%	63	100.00%	944	100.00%	4,489	100.00%
Undervotes:		452		11		233		696	
Overvotes:		1		0		2		3	
Rejected write-in votes:		25		0		7		32	
Unresolved write-in votes:		0		0		0		0	

Stockton Unified School District Governing Board Member Trustee Area 4 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
10	10	100.00%	10,120	14,219	71.17%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
GWENDOLYN D. DAILEY		889	13.22%	14	15.22%	158	10.11%	1,061	12.66%
STEFANIE ALFARO		1,045	15.53%	25	27.17%	366	23.42%	1,436	17.13%
SHAUNA PRIEST		2,975	44.22%	24	26.09%	605	38.71%	3,604	43.00%
DOUG VIGIL		705	10.48%	17	18.48%	172	11.00%	894	10.67%
THADDEUS SMITH III		1,113	16.55%	12	13.04%	262	16.76%	1,387	16.55%
Cast Votes:		6,727	100.00%	92	100.00%	1,563	100.00%	8,382	100.00%
Undervotes:		1,283		29		353		1,665	
Overvotes:		3		0		10		13	
Rejected write-in votes:		47		1		12		60	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267527 of 378637 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Lincoln Unified School District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	4,124	5,545	74.37%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BRIAN HOLDAWAY		1,528	51.73%	10	37.04%	248	47.60%	1,786	51.00%
ASHLEY JONES		1,426	48.27%	17	62.96%	273	52.40%	1,716	49.00%
Cast Votes:		2,954	100.00%	27	100.00%	521	100.00%	3,502	100.00%
Undervotes:		475		4		117		596	
Overvotes:		1		0		1		2	
Rejected write-in votes:		19		0		5		24	
Unresolved write-in votes:		0		0		0		0	

Manteca Unified School District Governing Board Member Trustee Area 7 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
9	9	100.00%	7,345	10,186	72.11%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
KELLY ALVAREZ		1,306	26.45%	3	20.00%	378	33.51%	1,687	27.75%
BOB WALLACE		3,631	73.55%	12	80.00%	750	66.49%	4,393	72.25%
Cast Votes:		4,937	100.00%	15	100.00%	1,128	100.00%	6,080	100.00%
Undervotes:		922		7		293		1,222	
Overvotes:		0		0		4		4	
Rejected write-in votes:		27		0		12		39	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters
267627 of 378657 = 70.68%

Precincts Reporting
272 of 272 = 100.00%

Lodi Unified School District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
9	9	100.00%	12,011	16,195	74.16%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
VICTORIA LENDERMAN		3,371	43.02%	33	49.25%	789	49.41%	4,193	44.14%
MAIA AGUIRRE		2,155	27.50%	16	23.88%	525	32.87%	2,696	28.38%
GARY KNACKSTEDT		2,310	29.48%	18	26.87%	283	17.72%	2,611	27.48%
Cast Votes:		7,836	100.00%	67	100.00%	1,597	100.00%	9,500	100.00%
Undervotes:		1,860		21		429		2,310	
Overvotes:		3		0		137		140	
Rejected write-in votes:		50		1		10		61	
Unresolved write-in votes:		0		0		0		0	

Lodi Unified School District Governing Board Member Trustee Area 7 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	7,704	11,802	65.28%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JOSEPH ANTHONY GARDEA		1,838	36.35%	17	41.46%	506	43.62%	2,361	37.73%
JOE NAVA		3,219	63.65%	24	58.54%	654	56.38%	3,897	62.27%
Cast Votes:		5,057	100.00%	41	100.00%	1,160	100.00%	6,258	100.00%
Undervotes:		1,077		10		308		1,395	
Overvotes:		0		0		11		11	
Rejected write-in votes:		29		1		10		40	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Lammersville Unified School District Governing Board Member Trustee Area 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	1,857	2,357	78.79%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DAVID A POMBO		823	59.90%	2	66.67%	161	52.27%	986	58.52%
SUREKHA SHEKAR		551	40.10%	1	33.33%	147	47.73%	699	41.48%
Cast Votes:		1,374	100.00%	3	100.00%	308	100.00%	1,685	100.00%
Undervotes:		117		5		43		165	
Overvotes:		0		0		0		0	
Rejected write-in votes:		7		0		0		7	
Unresolved write-in votes:		0		0		0		0	

Lammersville Unified School District Governing Board Member Trustee Area 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,344	1,767	76.06%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
SAMIK MODY		556	58.71%	2	100.00%	103	53.93%	661	57.98%
RAMASRI UPADHYAYULA		391	41.29%	0	0.00%	88	46.07%	479	42.02%
Cast Votes:		947	100.00%	2	100.00%	191	100.00%	1,140	100.00%
Undervotes:		138		0		48		186	
Overvotes:		0		0		3		3	
Rejected write-in votes:		13		0		2		15	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Tracy Unified School District Governing Board Member Trustee Area 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	5,272	7,464	70.63%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ZACHARY HOFFERT		393	11.58%	2	15.38%	107	14.21%	502	12.06%
NAVI KAHN		1,464	43.12%	5	38.46%	289	38.38%	1,758	42.25%
SCOTT SECKER		1,538	45.30%	6	46.15%	357	47.41%	1,901	45.69%
Cast Votes:		3,395	100.00%	13	100.00%	753	100.00%	4,161	100.00%
Undervotes:		841		6		229		1,076	
Overvotes:		3		0		1		4	
Rejected write-in votes:		28		0		3		31	
Unresolved write-in votes:		0		0		0		0	

Galt Joint Union High School District Governing Board Member Trustee Area 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	2,091	2,649	78.94%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
KAROL MESSERSMITH		704	50.65%	4	66.67%	149	52.84%	857	51.07%
PATRICK W. MAPLE		686	49.35%	2	33.33%	133	47.16%	821	48.93%
Cast Votes:		1,390	100.00%	6	100.00%	282	100.00%	1,678	100.00%
Undervotes:		334		2		63		399	
Overvotes:		1		0		1		2	
Rejected write-in votes:		10		0		2		12	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Oak View Union School District Governing Board Member - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	1,354	1,700	79.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DANIEL RICE		493	30.60%	3	30.00%	104	38.95%	600	31.78%
TAMMI VAN HOUTEN		567	35.20%	4	40.00%	81	30.34%	652	34.53%
ANN ULLRICH		551	34.20%	3	30.00%	82	30.71%	636	33.69%
Cast Votes:		1,611	100.00%	10	100.00%	267	100.00%	1,888	100.00%
Undervotes:		655		6		142		803	
Overvotes:		0		0		1		1	
Rejected write-in votes:		12		0		3		15	
Unresolved write-in votes:		0		0		0		0	

San Joaquin County Supervisor District 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
53	53	100.00%	35,347	58,928	59.98%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MARIO SANTIAGO GARDEA		14,988	61.05%	354	73.60%	4,951	73.09%	20,293	63.80%
LILLIANA UDANG		9,564	38.95%	127	26.40%	1,823	26.91%	11,514	36.20%
Cast Votes:		24,552	100.00%	481	100.00%	6,774	100.00%	31,807	100.00%
Undervotes:		2,362		86		1,047		3,495	
Overvotes:		3		1		41		45	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

San Joaquin County Supervisor District 3 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
55	55	100.00%	63,059	85,709	73.57%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
STEVE DEBRUM		22,302	47.30%	139	48.60%	5,255	52.50%	27,696	48.21%
SONNY DHALIWAL		24,847	52.70%	147	51.40%	4,754	47.50%	29,748	51.79%
Cast Votes:		47,149	100.00%	286	100.00%	10,009	100.00%	57,444	100.00%
Undervotes:		4,284		41		1,262		5,587	
Overvotes:		2		0		26		28	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

City of Stockton Mayor - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
81	81	100.00%	90,804	139,587	65.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
CHRISTINA FUGAZI		36,890	54.16%	511	51.46%	8,273	53.50%	45,674	54.00%
TOM PATTI		31,229	45.84%	482	48.54%	7,191	46.50%	38,902	46.00%
Cast Votes:		68,119	100.00%	993	100.00%	15,464	100.00%	84,576	100.00%
Undervotes:		4,304		115		1,602		6,021	
Overvotes:		6		2		199		207	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Stockton Member, City Council District 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	12,507	20,870	59.93%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
WAQAR RIZVI		3,812	42.03%	44	33.85%	643	33.56%	4,499	40.48%
MARIELA PONCE		5,257	57.97%	86	66.15%	1,273	66.44%	6,616	59.52%
Cast Votes:		9,069	100.00%	130	100.00%	1,916	100.00%	11,115	100.00%
Undervotes:		960		21		405		1,386	
Overvotes:		1		0		5		6	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

City of Stockton Member, City Council District 4 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
16	16	100.00%	17,761	25,562	69.48%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MARIO ENRIQUEZ		6,696	51.92%	108	58.06%	1,277	50.74%	8,081	51.80%
GINA VALADEZ-BRACAMONTE		6,200	48.08%	78	41.94%	1,240	49.26%	7,518	48.20%
Cast Votes:		12,896	100.00%	186	100.00%	2,517	100.00%	15,599	100.00%
Undervotes:		1,594		33		525		2,152	
Overvotes:		2		0		8		10	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Precincts Reporting

272 of 272 = 100.00%

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City of Stockton Member, City Council District 6 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
14	14	100.00%	12,380	20,583	60.15%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JASON LEE		5,130	57.03%	90	58.06%	1,460	59.98%	6,680	57.67%
KIMBERLY WARMSLEY		3,865	42.97%	65	41.94%	974	40.02%	4,904	42.33%
Cast Votes:		8,995	100.00%	155	100.00%	2,434	100.00%	11,584	100.00%
Undervotes:		481		14		292		787	
Overvotes:		1		0		8		9	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

City of Escalon Member, City Council - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	3,588	4,460	80.45%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
DAVID BELLINGER		1,045	22.82%	4	25.00%	173	18.38%	1,222	22.07%
GABRIELLA VARGAS		865	18.89%	2	12.50%	185	19.66%	1,052	19.00%
JEFF KAY		1,202	26.24%	6	37.50%	284	30.18%	1,492	26.95%
SHAWN M. STROHMAN		1,468	32.05%	4	25.00%	299	31.77%	1,771	31.98%
Cast Votes:		4,580	100.00%	16	100.00%	941	100.00%	5,537	100.00%
Undervotes:		1,214		5		346		1,565	
Overvotes:		2		0		1		3	
Rejected write-in votes:		56		1		11		68	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Manteca Member, City Council District 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	9,003	12,289	73.26%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
CHARLIE HALFORD		5,191	100.00%	33	100.00%	997	100.00%	6,221	100.00%
	Cast Votes:	5,191	100.00%	33	100.00%	997	100.00%	6,221	100.00%
	Undervotes:	1,944		20		456		2,420	
	Overvotes:	0		0		2		2	
	Rejected write-in votes:	300		1		59		360	
	Unresolved write-in votes:	0		0		0		0	

City of Manteca Member, City Council District 2 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	9,566	12,796	74.76%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
REGINA LACKEY		2,927	41.19%	21	60.00%	696	51.06%	3,644	42.85%
GABRIEL GALLETTA		1,433	20.17%	7	20.00%	333	24.43%	1,773	20.85%
JUDY BLUMHORST		2,746	38.64%	7	20.00%	334	24.50%	3,087	36.30%
	Cast Votes:	7,106	100.00%	35	100.00%	1,363	100.00%	8,504	100.00%
	Undervotes:	796		4		212		1,012	
	Overvotes:	2		0		3		5	
	Rejected write-in votes:	39		1		5		45	
	Unresolved write-in votes:	0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Lodi Member, City Council District 4 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	2,048	3,677	55.70%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
LYNSY N. DAVIS		444	33.04%	6	42.86%	150	34.09%	600	33.37%
ALEXANDER S ALIFERIS		284	21.13%	4	28.57%	120	27.27%	408	22.69%
RAMON YEPEZ		616	45.83%	4	28.57%	170	38.64%	790	43.94%
Cast Votes:		1,344	100.00%	14	100.00%	440	100.00%	1,798	100.00%
Undervotes:		134		4		92		230	
Overvotes:		2		0		1		3	
Rejected write-in votes:		14		0		3		17	
Unresolved write-in votes:		0		0		0		0	

City of Lodi Member, City Council District 5 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	5,143	6,907	74.46%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MIKEY HOTH		2,865	100.00%	19	100.00%	654	100.00%	3,538	100.00%
Cast Votes:		2,865	100.00%	19	100.00%	654	100.00%	3,538	100.00%
Undervotes:		1,070		4		282		1,356	
Overvotes:		1		0		2		3	
Rejected write-in votes:		203		0		43		246	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Tracy Mayor - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,691	49,103	70.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ELEASSIA DAVIS		8,021	31.12%	38	41.30%	1,761	32.16%	9,820	31.33%
MARY MITRACOS		5,377	20.86%	20	21.74%	1,384	25.28%	6,781	21.63%
DAN ARRIOLA		12,380	48.03%	34	36.96%	2,330	42.56%	14,744	47.04%
Cast Votes:		25,778	100.00%	92	100.00%	5,475	100.00%	31,345	100.00%
Undervotes:		2,331		27		783		3,141	
Overvotes:		5		0		17		22	
Rejected write-in votes:		148		1		34		183	
Unresolved write-in votes:		0		0		0		0	

City of Tracy Member, City Council - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,691	49,103	70.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ALICE ENGLISH		5,136	10.76%	28	16.57%	1,193	12.72%	6,357	11.10%
WES HUFFMAN		4,164	8.73%	15	8.88%	813	8.67%	4,992	8.72%
CLIFF HUDSON		4,929	10.33%	18	10.65%	1,025	10.93%	5,972	10.43%
GUY MCINTYRE		5,664	11.87%	10	5.92%	886	9.45%	6,560	11.45%
STEVE ABERCROMBIE		10,242	21.46%	28	16.57%	1,926	20.54%	12,196	21.30%
JOSEPH COLMENARES		1,474	3.09%	9	5.33%	405	4.32%	1,888	3.30%
DOMINIC D BILES		722	1.51%	4	2.37%	226	2.41%	952	1.66%
MATEO BEDOLLA		6,310	13.22%	30	17.75%	1,333	14.22%	7,673	13.40%
TAI'RANCE KELLY SR.		1,439	3.02%	10	5.92%	348	3.71%	1,797	3.14%
DOTTY NYGARD		6,932	14.53%	15	8.88%	976	10.41%	7,923	13.83%
MIKE SCHOBBER		710	1.49%	2	1.18%	246	2.62%	958	1.67%
Cast Votes:		47,722	100.00%	169	100.00%	9,377	100.00%	57,268	100.00%
Undervotes:		8,470		69		3,113		11,652	
Overvotes:		91		0		40		131	
Rejected write-in votes:		150		2		48		200	
Unresolved write-in votes:		0		0		0		0	

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Registered Voters

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Precincts Reporting

272 of 272 = 100.00%

City of Tracy Treasurer - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,691	49,103	70.65%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
RAYMOND MCCRAY		18,496	100.00%	65	100.00%	3,539	100.00%	22,100	100.00%
	Cast Votes:	18,496	100.00%	65	100.00%	3,539	100.00%	22,100	100.00%
	Undervotes:	9,243		53		2,623		11,919	
	Overvotes:	0		0		3		3	
	Rejected write-in votes:	523		2		144		669	
	Unresolved write-in votes:	0		0		0		0	

City of Lathrop Mayor - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	12,203	16,740	72.90%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
MANSOOR FAZEL		1,754	19.85%	11	22.00%	572	24.72%	2,337	20.86%
PAUL AKINJO		4,227	47.83%	21	42.00%	914	39.50%	5,162	46.09%
DIANA RADONIC		657	7.43%	1	2.00%	155	6.70%	813	7.26%
PAUL CAMARENA		2,199	24.88%	17	34.00%	673	29.08%	2,889	25.79%
	Cast Votes:	8,837	100.00%	50	100.00%	2,314	100.00%	11,201	100.00%
	Undervotes:	637		5		295		937	
	Overvotes:	6		0		15		21	
	Rejected write-in votes:	32		1		11		44	
	Unresolved write-in votes:	0		0		0		0	

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Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

City of Lathrop Member, City Council - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	12,203	16,740	72.90%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
JENNIFER TORRES-O'CALLAGHAN		5,728	42.40%	32	41.56%	1,299	40.99%	7,059	42.13%
MINNIE "COTTON" DIALLO		5,049	37.37%	24	31.17%	1,201	37.90%	6,274	37.44%
STEVE DRESSER		2,734	20.24%	21	27.27%	669	21.11%	3,424	20.43%
Cast Votes:		13,511	100.00%	77	100.00%	3,169	100.00%	16,757	100.00%
Undervotes:		5,425		33		2,060		7,518	
Overvotes:		0		0		4		4	
Rejected write-in votes:		88		2		33		123	
Unresolved write-in votes:		0		0		0		0	

Farmington Rural County Fire Protection District Governing Board Member - Vote for Three

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,045	1,282	81.51%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
NANCY LEMOS		382	21.20%	4	36.36%	43	15.87%	429	20.59%
JEREMIAH MULVIHILL		308	17.09%	2	18.18%	40	14.76%	350	16.79%
JEFF BRIGGS		604	33.52%	4	36.36%	91	33.58%	699	33.54%
FRANK ED BRACCO JR		384	21.31%	1	9.09%	72	26.57%	457	21.93%
KELLY OGILVIE		124	6.88%	0	0.00%	25	9.23%	149	7.15%
Cast Votes:		1,802	100.00%	11	100.00%	271	100.00%	2,084	100.00%
Undervotes:		813		7		224		1,044	
Overvotes:		0		0		0		0	
Rejected write-in votes:		4		0		3		7	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters
267627 of 378657 = 70.68%

Precincts Reporting
272 of 272 = 100.00%

Liberty Rural Fire Protection District Governing Board Member - Vote for Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,845	2,267	81.39%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
ROBERT ERMAN		673	31.11%	3	27.27%	99	26.83%	775	30.48%
GALEN J GRIBAUDO		653	30.19%	5	45.45%	104	28.18%	762	29.96%
DAN SCHMIERER		837	38.70%	3	27.27%	166	44.99%	1,006	39.56%
Cast Votes:		2,163	100.00%	11	100.00%	369	100.00%	2,543	100.00%
Undervotes:		923		1		207		1,131	
Overvotes:		0		0		1		1	
Rejected write-in votes:		8		0		6		14	
Unresolved write-in votes:		0		0		0		0	

Proposition 2

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		114,044	55.62%	1,059	61.57%	27,185	60.92%	142,288	56.60%
NO		91,008	44.38%	661	38.43%	17,437	39.08%	109,106	43.40%
Cast Votes:		205,052	100.00%	1,720	100.00%	44,622	100.00%	251,394	100.00%
Undervotes:		11,732		213		3,985		15,930	
Overvotes:		10		0		293		303	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Precincts Reporting

272 of 272 = 100.00%

Proposition 3

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		107,281	52.50%	838	47.94%	22,009	49.03%	130,128	51.85%
NO		97,070	47.50%	910	52.06%	22,878	50.97%	120,858	48.15%
Cast Votes:		204,351	100.00%	1,748	100.00%	44,887	100.00%	250,986	100.00%
Undervotes:		12,417		182		3,836		16,435	
Overvotes:		26		3		177		206	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 4

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		111,978	54.69%	1,109	64.14%	27,332	61.00%	140,419	55.88%
NO		92,761	45.31%	620	35.86%	17,476	39.00%	110,857	44.12%
Cast Votes:		204,739	100.00%	1,729	100.00%	44,808	100.00%	251,276	100.00%
Undervotes:		12,040		204		4,017		16,261	
Overvotes:		15		0		75		90	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Precincts Reporting

272 of 272 = 100.00%

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Proposition 5

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		78,102	38.44%	877	50.90%	20,380	45.95%	99,359	39.86%
NO		125,087	61.56%	846	49.10%	23,970	54.05%	149,903	60.14%
Cast Votes:		203,189	100.00%	1,723	100.00%	44,350	100.00%	249,262	100.00%
Undervotes:		13,597		207		4,447		18,251	
Overvotes:		8		3		103		114	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 6

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		81,015	40.28%	775	45.43%	17,747	40.73%	99,537	40.40%
NO		120,104	59.72%	931	54.57%	25,821	59.27%	146,856	59.60%
Cast Votes:		201,119	100.00%	1,706	100.00%	43,568	100.00%	246,393	100.00%
Undervotes:		15,580		224		5,111		20,915	
Overvotes:		17		3		212		232	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Precincts Reporting

272 of 272 = 100.00%

Proposition 32

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		88,700	43.08%	944	53.51%	21,911	48.24%	111,555	44.08%
NO		117,196	56.92%	820	46.49%	23,508	51.76%	141,524	55.92%
Cast Votes:		205,896	100.00%	1,764	100.00%	45,419	100.00%	253,079	100.00%
Undervotes:		10,797		169		3,315		14,281	
Overvotes:		14		0		158		172	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 33

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		77,589	38.30%	828	47.67%	19,747	44.52%	98,164	39.47%
NO		125,004	61.70%	909	52.33%	24,607	55.48%	150,520	60.53%
Cast Votes:		202,593	100.00%	1,737	100.00%	44,354	100.00%	248,684	100.00%
Undervotes:		13,902		195		4,310		18,407	
Overvotes:		23		2		212		237	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

SAN JOAQUIN COUNTY

Official Results

Official 2024 General Election

GENERAL ELECTION

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Proposition 34

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		102,949	52.18%	909	54.01%	23,585	54.46%	127,443	52.60%
NO		94,340	47.82%	774	45.99%	19,722	45.54%	114,836	47.40%
Cast Votes:		197,289	100.00%	1,683	100.00%	43,307	100.00%	242,279	100.00%
Undervotes:		19,018		244		5,357		24,619	
Overvotes:		24		5		180		209	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Proposition 35

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		141,920	69.95%	1,180	67.58%	29,782	66.95%	172,882	69.40%
NO		60,964	30.05%	566	32.42%	14,703	33.05%	76,233	30.60%
Cast Votes:		202,884	100.00%	1,746	100.00%	44,485	100.00%	249,115	100.00%
Undervotes:		13,320		181		4,244		17,745	
Overvotes:		18		5		117		140	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267,627 of 378,657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Proposition 36

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		156,328	76.27%	1,253	70.99%	32,608	72.47%	190,189	75.56%
NO		48,628	23.73%	512	29.01%	12,387	27.53%	61,527	24.44%
Cast Votes:		204,956	100.00%	1,765	100.00%	44,995	100.00%	251,716	100.00%
Undervotes:		11,248		163		3,695		15,106	
Overvotes:		18		4		156		178	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure G

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	187	231	80.95%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		59	35.54%	0	0.00%	2	28.57%	61	35.06%
BONDS-NO		107	64.46%	1	100.00%	5	71.43%	113	64.94%
Cast Votes:		166	100.00%	1	100.00%	7	100.00%	174	100.00%
Undervotes:		11		0		2		13	
Overvotes:		0		0		0		0	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

SAN JOAQUIN COUNTY

Official Results

Official 2024 General Election

GENERAL ELECTION

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Measure H

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	794	1,011	78.54%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		246	41.34%	0	0.00%	51	38.35%	297	40.80%
BONDS-NO		349	58.66%	0	0.00%	82	61.65%	431	59.20%
Cast Votes:		595	100.00%	0	0.00%	133	100.00%	728	100.00%
Undervotes:		51		0		14		65	
Overvotes:		0		0		0		0	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure K

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
257	257	100.00%	256,748	365,559	70.23%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		112,704	58.95%	1,114	67.47%	27,428	64.73%	141,246	60.05%
BONDS-NO		78,470	41.05%	537	32.53%	14,943	35.27%	93,950	39.95%
Cast Votes:		191,174	100.00%	1,651	100.00%	42,371	100.00%	235,196	100.00%
Undervotes:		15,734		257		4,799		20,790	
Overvotes:		20		2		137		159	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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GENERAL ELECTION

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Official Results

Registered Voters

267627 of 379657 = 70.55%

Precincts Reporting

272 of 272 = 100.00%

Measure J

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
12	12	100.00%	10,687	12,863	83.08%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		4,508	51.61%	14	73.68%	876	62.26%	5,398	53.13%
BONDS-NO		4,226	48.39%	5	26.32%	531	37.74%	4,762	46.87%
Cast Votes:		8,734	100.00%	19	100.00%	1,407	100.00%	10,160	100.00%
Undervotes:		378		2		122		502	
Overvotes:		0		0		1		1	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure L

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	6,669	8,331	80.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		2,545	48.82%	10	58.82%	544	56.49%	3,099	50.04%
BONDS-NO		2,668	51.18%	7	41.18%	419	43.51%	3,094	49.96%
Cast Votes:		5,213	100.00%	17	100.00%	963	100.00%	6,193	100.00%
Undervotes:		366		2		99		467	
Overvotes:		0		0		1		1	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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SAN JOAQUIN COUNTY

Official Results

Official 2024 General Election

GENERAL ELECTION

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Measure O

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
23	23	100.00%	28,892	41,390	69.80%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
BONDS-YES		13,458	62.46%	65	72.22%	3,134	69.46%	16,657	63.71%
BONDS-NO		8,087	37.54%	25	27.78%	1,378	30.54%	9,490	36.29%
Cast Votes:		21,545	100.00%	90	100.00%	4,512	100.00%	26,147	100.00%
Undervotes:		2,004		21		639		2,664	
Overvotes:		2		0		8		10	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure R

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
272	272	100.00%	267,627	378,657	70.68%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		151,587	75.02%	1,195	70.46%	31,960	72.78%	184,742	74.59%
NO		50,476	24.98%	501	29.54%	11,953	27.22%	62,930	25.41%
Cast Votes:		202,063	100.00%	1,696	100.00%	43,913	100.00%	247,672	100.00%
Undervotes:		14,142		234		4,573		18,949	
Overvotes:		17		2		360		379	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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GENERAL ELECTION

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Official Results

Registered Voters

267,627 of 378,457 = 70.69%

Precincts Reporting

272 of 272 = 100.00%

Measure M

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
81	81	100.00%	90,804	139,587	65.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		47,968	75.38%	670	73.38%	10,582	73.32%	59,220	74.98%
NO		15,670	24.62%	243	26.62%	3,850	26.68%	19,763	25.02%
Cast Votes:		63,638	100.00%	913	100.00%	14,432	100.00%	78,983	100.00%
Undervotes:		8,579		195		2,609		11,383	
Overvotes:		12		2		197		211	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure N

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
81	81	100.00%	90,804	139,587	65.05%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		41,345	64.76%	604	65.87%	9,988	69.14%	51,937	65.57%
NO		22,497	35.24%	313	34.13%	4,459	30.86%	27,269	34.43%
Cast Votes:		63,842	100.00%	917	100.00%	14,447	100.00%	79,206	100.00%
Undervotes:		8,378		190		2,583		11,151	
Overvotes:		9		3		208		220	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Cumulative Results Report

SAN JOAQUIN COUNTY

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GENERAL ELECTION

Registered Voters

267627 of 378657 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

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Measure P

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	3,588	4,460	80.45%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		2,033	73.10%	7	70.00%	477	80.30%	2,517	74.36%
NO		748	26.90%	3	30.00%	117	19.70%	868	25.64%
Cast Votes:		2,781	100.00%	10	100.00%	594	100.00%	3,385	100.00%
Undervotes:		145		1		54		200	
Overvotes:		0		0		2		2	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

Measure Q

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
19	19	100.00%	34,717	47,232	73.50%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		13,559	50.11%	75	53.96%	2,974	53.04%	16,608	50.62%
NO		13,502	49.89%	64	46.04%	2,633	46.96%	16,199	49.38%
Cast Votes:		27,061	100.00%	139	100.00%	5,607	100.00%	32,807	100.00%
Undervotes:		1,322		16		468		1,806	
Overvotes:		2		0		16		18	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

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Official Results

Registered Voters

267627 of 378557 = 70.68%

Precincts Reporting

272 of 272 = 100.00%

Measure S

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	433	584	74.14%

Choice	Party	VOTE BY MAIL		EARLY VOTING		ELECTION DAY		Total	
YES		247	76.47%	5	100.00%	83	86.46%	335	79.01%
NO		76	23.53%	0	0.00%	13	13.54%	89	20.99%
Cast Votes:		323	100.00%	5	100.00%	96	100.00%	424	100.00%
Undervotes:		7		0		1		8	
Overvotes:		0		0		0		0	
Rejected write-in votes:		0		0		0		0	
Unresolved write-in votes:		0		0		0		0	

*** End of report ***



COUNTY OF SAN JOAQUIN VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of San Joaquin } ss.

I, OLIVIA HALE, Registrar of Voters of the County of San Joaquin, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in San Joaquin County in the:

City of Tracy

to elect: **1 Mayor**

at the **November 5, 2024 General Election.**

The results of the Official Canvass conducted by this office are as follows:

Candidates Name	Total Votes Cast
Dan Arriola*	14,744
Eleassia Davis	9,820
Mary Mitracos	6,781

I further certify that the conduct of the election and canvassing of the ballots was in every respect in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this December 3, 2024, in accordance with the laws of the State of California.

OLIVIA HALE
REGISTRAR OF VOTERS
County of San Joaquin
State of California



*Elected



COUNTY OF SAN JOAQUIN VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of San Joaquin } ss.

I, OLIVIA HALE, Registrar of Voters of the County of San Joaquin, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in San Joaquin County in the:

City of Tracy

to elect: **1 Treasurer**

at the **November 5, 2024 General Election.**

The results of the Official Canvass conducted by this office are as follows:

Candidates Name
Raymond Mccray*

Total Votes Cast
22,100

I further certify that the conduct of the election and canvassing of the ballots was in every respect in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this December 3, 2024, in accordance with the laws of the State of California.

OLIVIA HALE
REGISTRAR OF VOTERS
County of San Joaquin
State of California



*Elected