TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, June 3, 2025, 7:00 P.M.

Tracy City Hall, Council Chambers, 333 Civic Center Plaza, Tracy CA, 95376
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 2553 563 2939** 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 25535632939 #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: May 30, 2025

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

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

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

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

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

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

Date Posted: May 30, 2025

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. Employee of the Month
2. Proclamation: Juneteenth Day
3. Proclamation: LGBTQ Pride Month
4. Certificates of Recognition for Enlistments to the United States Army, Marines, and Air Force

ORDER OF BUSINESS

1. CONSENT CALENDAR

1.A. Adoption of May 6, 2025, Special and Regular Meeting Minutes.

1.A - 05-06-2025 Closed Session Meeting Minutes.pdf
1.A - 05-06-2025 Regular Meeting Minutes.pdf

1.B. Staff recommends that the City Council adopt a resolution (1) approving the Offsite Improvement Agreement between the City and 3788 Tracy, LLC, (2) approving an Irrevocable Offer of Dedication of Fee Interest for a portion of Larch Road, (3) granting of a Public Utility Easement adjacent to North Tracy Boulevard and Larch Road, and (4) authorizing the City Clerk to file the Dedication and Easement documents with the San Joaquin County Recorder.

1.B - Staff Report - Land Dedications for Triangle Plaza.pdf
1.B - Resolution - Land Dedications for Triangle Plaza.pdf

1.C. Staff recommends that the City Council adopt a resolution authorizing the purchase of one (1) 2025 International HV607 dump truck from Peterson Trucks, Inc., through a competitively bid Sourcewell Cooperative Agreement in the amount of $208,816 for the Public Works Department Roadway Maintenance Division; and 2) declaring the existing Freightliner M2-112 dump truck as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310.

1.C - Staff Report - Peterson Trucks.pdf
1.C - Resolution - Peterson Trucks.pdf

1.D. Staff recommends that the City Council adopt a resolution (1) accepting the Federal Aviation Administration's Airport Infrastructure Grant, in the amount of $75,050; (2) appropriating the full grant amount to Capital Improvement Project 77600 – Design – Install Backup Generator; and (3) appropriating an additional $3,950 of Airport Enterprise Funds to CIP 77600 to meet the grant’s requisite 5% match requirement.

1.D - Staff Report - AIG Grant for Generator Design.pdf
1.D - Resolution - AIG Grant for Generator Design.pdf

1.E. Staff recommends that the City Council adopt an Ordinance adding Section 9.06.080 – State Fire Maps to Chapter 9.06 – Fire Protection and Prevention of Title 9 – Building Regulations, of the Tracy Municipal Code, thereby adopting the fire maps issued by the State Fire Marshal.

1.E - Staff Report - 2nd Read Ordinance - State Fire Maps.pdf
1.E - Ordinance - 2nd Read Ordinance - State Fire Maps.pdf

1.F. Staff recommends that the City Council, by resolution, (1) accept public improvements for Tract 3954, Tracy Hills Village 7C as complete, and assume responsibility for future maintenance and repairs; (2) authorize the City Engineer to release the Developer furnished bonds in accordance with the Subdivision Improvement Agreement; and (3) authorize the City Clerk to file a Notice of Completion with the San Joaquin County Recorder's Office.

1.F - Staff Report - Accept Public Improvements Tracy Hills Village 7C Tract 3954.pdf
1.F - Resolution - Accept Public Improvements Tracy Hills Village 7C Tract 3954.pdf

1.G. Staff recommends that the City Council adopt a resolution (1) accepting public improvements for Tract 3917 Tracy Village Neighborhood 5A as complete and assuming all future operations and maintenance; (2) accepting public improvements for Tract 4005 Tracy Village Neighborhood 5B as complete and assuming all future operations and maintenance; (3) accepting public improvements for Tract 4006 Tracy Village Neighborhood 2 as complete and assuming all future operations and maintenance; (4) accepting public improvements for Tract 4156 Tracy Village Neighborhood 1 as complete and assuming all future operations and maintenance; (5) authorizing the City Engineer to release improvement security in accordance with the Subdivision Improvement Agreements; and (6) authorizing the City Clerk to file Notices of Completion for Tracts 3917, 4005, 4006, and 4156 with the San Joaquin County Recorder's Office.

1.G - Staff Report - Acceptance Tracts 3917 - 4005 - 4006 - 4156.pdf
1.G - Resolution - Acceptance Tracts 3917 - 4005 - 4006 - 4156.pdf

1.H. Staff recommends that the City Council 1) adopt a resolution approving a Master Professional Services Agreement with Brandley Engineering, Inc. for airport design, construction engineering, airport planning, and environmental services for Tracy Municipal Airport and New Jerusalem Airport for an initial term of five (5) years and for a total not-to-exceed amount of $500,000 per fiscal year, and 2) authorize the City Manager to extend the term of the agreement an additional two (2) years and any other extension of time, but not additional funding, if needed until a multi-year project is completed and accepted by City Council, in case the project begins during the fourth and the fifth year of the agreement.

1.H - Staff Report - MPSA Brandley Engineering.pdf
1.H - Resolution - MPSA Brandley Engineering.pdf

1.I. Staff recommends that the City Council adopts three separate resolutions approving the execution of amendments to the General Services Agreements for Laboratory Testing and Analysis Services with:

1) Alpha Analytical Laboratories, Inc. for a term ending on June 30, 2028, with an administrative option extending up to an additional two (2) years and a not-to-exceed annual amount of $100,000, upon satisfactory performance and budget availability;

2) Eurofins Eaton Analytical, LLC for a term ending on June 30, 2028, with an administrative option extending up to an additional two (2) years and a not-to- exceed annual amount of $75,000 with the option to annually increase the billing rates in July of each year by the lesser of three percent (3%) of the annual increase in the Cost-of-Living Index – All items for the Sacramento Metropolitan Region upon satisfactory performance and budget availability; and

3) Pacific EcoRisk, Inc. for a term ending on June 30, 2028, with an administrative option extending up to an additional two (2) years and a not-to-exceed annual amount of $25,000, previously $17,560 annually, upon satisfactory performance and budget availability.

1.I - Staff Report - GSA Amendments Alpha Eurofins Pacific Eco Risk.pdf
1.I - Resolutions - GSA Amendments Alpha Eurofins Pacific Eco Risk.pdf

1.J. Staff recommends that the City Council take the following actions, pursuant to the California Landscape and Lighting Act of 1972 and California Streets & Highway Code § 22623 et seq.:

1) Adopt a resolution initiating proceedings for the annual levy of assessments and approving the preliminary Engineer's Report for the Tracy Consolidated Landscape Maintenance District for Fiscal year 2025/2026; and

2) Subject to approval of Item 1, adopt a resolution of Intention to levy and collect (A) annual assessments for the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025/2026; and (B) hold a public hearing on June 17, 2025, at 7:00 p.m. to consider the same in accordance with the Landscape and Lighting Act of 1972.

1.J - Staff Report - LMD Levy Assessment.pdf
1.J - Resolutions - LMD Levy Assessment.pdf

1.K. Staff recommends that the City Council adopt a resolution:
(1) Adopting list of proposed projects for Fiscal Year 2025-2026 funded by Senate Bill 1 (SB 1): The Road Repair and Accountability Act of 2017;
(2) Accepting the State of California Highway Safety Improvement Program (HSIP) Cycle 11 grant in the amount of $2,358,630: (A) appropriating $400,000 from Gas Tax Fund (Fund 245) to complete the design phase of the project and $262,070 from SB 1 funds (Fund 248) to satisfy the 10% local match requirement to Capital Improvement Project (CIP) 73203, for a total project amount of $3,020,700, and (B) authorizing the City Manager to execute all necessary documents to effectuate the HSIP Cycle 11 grant;
(3) Accepting the Fiscal Year (FY) 2024 Safe Streets and Roads for All (SS4A) grant from the United States Department of Transportation in the amount of $780,000: (A) appropriating$195,000 from SB 1 funds (Fund 248) to CIP 73204 to satisfy 20% local match requirement, for a total project amount of $975,000, and (B) authorizing the City Manager to execute the grant agreement and all other required documents to effectuate the FY 2024 SS4A grant; and
(4) Accepting the State of California HSIP Cycle 12 grant in the amount of $1,038,240: (A) appropriating $115,360 from SB 1 funds (Fund 248) to CIP 73205 to satisfy the 10% local match requirement, for a total project amount of $1,153,600, and (B) authorizing the City Manager to execute all necessary documents to effectuate the HSIP Cycle 12 grant.

1.K - Staff Report - FY25-26 Funded by SB1.pdf
1.K - Resolutions - FY25-26 Funded by SB1.pdf

1.L. Staff recommends that the City Council adopts a resolution authorizing the following amendments to the City's Classification and Compensation Plan and Master Salary Schedule:

(1) Add the classifications of Senior Construction Inspector, Senior Utility Mechanic, Senior Laboratory Technician, and Legislative Analyst.

(2) Add salary range for part-time Limited-Service Police Cadet position.

(3) Amendments to the existing classification of Supervising Construction Inspector to reflect modifications of job duties and increase the bi-weekly salary range for the Supervising Construction Inspector from $4,140.68 - $5,032.65 to $4,414.96 - $5,366.43 bi-weekly.

1.L - Staff Report - Amendments to Classification and Compensation Plan and Master Salary Schedule.pdf
1.L - Resolution - Amendments to Classification and Compensation Plan and Master Salary Schedule.pdf

1.M. Staff recommends that City Council adopt a resolution authorizing the execution of a Master Professional Service Agreement with Kimley-Horn & Associates, Inc., for an initial term of two years and a not-to-exceed annual amount of $ 500,000 for City-funded projects and on a per-contract basis for developer-funded projects which will be funded through the respective Cost Recovery Agreements.

1.M - Staff Report - MPSA with Kimley-Horn.pdf
1.M - Resolution - MPSA with Kimley-Horn.pdf

1.N. Staff recommends that the City Council adopt a resolution approving Amendment No. 1 to the Professional Services Agreement with Dewberry Engineers, Inc. of Manteca, California, to provide construction management services through April 29, 2027, with a corrected total not-to-exceed amount of $2,116,464, to cure a clerical error, for the International Parkway Bridge Replacement and Expansion Project, Capital Improvement Project 73148.

1.N - Staff Report - PSA with Dewberry Engineers.pdf
1.N - Resolution - PSA with Dewberry Engineers.pdf

1.O. Staff recommends that the City Council adopts a resolution:
1. Approving a three-year professional services agreement with MTM Transit, LLC, for operating services relating to the City of Tracy's TRACER Public Transit System with a total not to exceed amount of $19,428,394; and
2. Authorizing an administrative extension for an additional one-year contingent upon satisfactory performance in an amount not to exceed $7,249,160

1.O - Staff Report - Award Transit Contract MTM Transit.pdf
1.O - Resolution - Award Transit Contract MTM Transit.pdf

1.P. The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the purchase of premanufactured custom container units for restrooms and showers from Linked Equipment, LLC, an Arizona Limited Liability Corporation, Tracy Municipal Code Section 2.20.180(b)(4); and (2) approving the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC, for four (4) premanufactured customized containers to provide permanent restrooms and showers to be installed as part of the Phase II 2024 Site Improvements at the Temporary Emergency Housing Facility Project, CIP 71112, at 370 W. Arbor Avenue, for a not-to-exceed amount of $448,074.

1.P - Staff Report - Linked Equipment.pdf
1.P - Resolution - Linked Equipment.pdf

1.Q. Adoption of April 6, 2025, Special Meeting Minutes.

1.Q - 04-06-2025 Special Meeting Minutes.pdf

1.R. Staff recommends that the City Council adopt a resolution amending the existing Legal Services Agreement with Colantuono Highsmith & Whatley, PC for services covered under Attachment A-3 by $81,0000 for a total Not-to-Exceed Amount of $121,000.

1.R - Staff Report - Increase NTE.pdf
1.R - Resolution - Increase NTE.pdf

1.S. Staff and the Tracy Finance Committee recommend that the City Council adopts a resolution:
1. Rejecting a bid protest received by the City on April 22, 2025;
2. Awarding a construction contract to Saboo, Inc. of Brentwood, California, in the amount of $10,914,200 for construction of the Lammers Road Zone B Pump Station – Tracy Recycled Water System Expansion Project, Capital Improvement Project (CIP) 74168;
3. Authorizing the City Manager to approve change orders up to the contingency amount of $1,091,420;
4. Authorizing a Not-to-Exceed Construction Budget of $12,155,620;
5. Authorizing an interfund loan to Tracy Infrastructure Master Plan (TIMP)Fund(F368) from the General Fund Reserves (F101) in the amount of $800,000 for the term of four years with interest at the current Local Agency Investment Fund(LAIF) Rate; and
6. Authorizing the appropriation of $2,247,804 from the Tracy Infrastructure Master Plan (TIMP) Fund (F368) to the Tracy Recycled Water System Expansion Capital Improvement Project CIP 74168

1.S - Staff Report - Award Saboo Contract for CIP 74168 Pump Station.pdf
1.S - Resolution - Award Saboo Contract for CIP 74168 Pump Station.pdf

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

3.A. Staff recommends that the City Council introduces an ordinance repealing and replacing Section 10.08.3193 of the Tracy Municipal Code, regarding Mobile Food Vendors.

3.A - Staff Report - Mobile Food Vendors.pdf
3.A - Presentation - Mobile Food Vendors.pdf

3.B. Staff recommends that the City Council conduct a Public Hearing Pursuant to Government Code Section 3502.3 to Receive a Report on City of Tracy Vacancies and Recruitment and Retention Efforts.

3.B - Staff Report - Public Hearing - Compliance with AB2561.pdf

3.C. Appointing L. David Nefouse as the new City Attorney, effective July 14, 2025, and approving an at-will employment agreement between l. David Nefouse and the City of Tracy for a bi-weekly salary of $11,138.46.

3.C - Staff Report - Appointment of City Attorney and Approval of Employment Agreement.pdf
3.C - Resolution - City Attorney Employment Agreement.pdf

3.D. The Tracy Finance Committee recommends that the City Council discusses recommended amendments to the City's Fiscal Sustainability Strategies.

3.D - Staff Report - Fiscal Sustainability Strategies.pdf
3.D - Presentation - Fiscal Sustainability Strategies.pdf

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

May 6, 2025, 5:00 p.m.

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

1. Mayor Arriola called the meeting to order at 5:01 p.m.

2. There were no actions taken pursuant to AB 2449.

3. Roll Call and Declaration of Conflicts – Council Members Evans and Nygard, Mayor Pro Tem Abercrombie, and Mayor Arriola present. There were no declarations of conflict. Council Member Bedolla was absent from roll call.

4. ITEMS FROM THE AUDIENCE – None.

5. Request to Conduct Closed Session: Time: 5:03 p.m.

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

   City Negotiators:
   - Midori Lichtwardt, City Manager
   - Kimberly Murdaugh, Director of Human Resources
   - JoAnn Weberg, Human Resources Manager
   - Sara Castro, Director of Finance
   - Andrew Shen, Interim City Attorney
   - Che Johnson, Special Counsel

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

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

   City Negotiators:
   - Kimberly Murdaugh, Director of Human Resources
   - Danielle Noble, Executive Recruiter

   Position: City Attorney

   5.C Personnel Matter (Gov. Code § 54957)

   Public Employee Appointment and Employment

   Position: City Attorney

5.D CONFERENCE WITH LEGAL COUNSEL —EXISTING LITIGATION (Gov. Code § 54956.9(d)(1))

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the City in the litigation.
Case Name: City of Tracy v. Surland Communities, LLC, San Joaquin County Superior Court, Case No. STK-CV-UBC-2024-0002338

There was no public comment on the items.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to recess to closed session. Time: 5:03 p.m. Roll call found Council Members Evans and Nygard, Mayor Pro Tem Abercrombie, and Mayor Arriola, all in favor; passed and so ordered. Council Member Bedolla was absent from roll call.

6. Reconvene to Open Session – Time: 6:23 p.m.

7. Report of Final Action – No report of final action.

8. Council Items and Comments – None.

9. Adjournment: Time: 6:23 p.m.

ACTION: Motion was made by Mayor Pro Tem Abercrombie 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 May 2, 2025. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL REGULAR MEETING MINUTES

May 6, 2025, 7:00 p.m.

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

Mayor Arriola called the Meeting to order at 7:00 p.m.

There were no actions taken pursuant to AB 2449.

Roll Call and Declaration of Conflicts – Council Members Bedolla, Evans, and Nygard, Mayor Pro Tem Abercrombie and Mayor Arriola present. Council Member Nygard declared a potential conflict and indicated she would recuse herself from Regular Agenda Item 3.B

Mayor Arriola led the Pledge of Allegiance.

Pastor Kevin Tim Heinrich, Crossroads Baptist Church offered the invocation.

Midori Lichtwardt, City Manager presents the Employee of the Month award for May to Beth Lyons-McCarthy, Police Department.

County Supervisor Chair Paul J. Canepa and Supervisor Robert Rickman presented the Mayor and Council with a Proclamation in celebration of San Joaquin County's 175th Anniversary and recognized the historical impacts of the City of Tracy.

Mayor Arriola presented Jim Thompson, Public Works Department, the Proclamation for National Public Works Week.

Mayor Arriola presented Chairperson Tim Silva, Transportation Advisory Commission, the Proclamation for National Bike to Work Week.

Mayor Arriola presented Russell Gonzaga the Proclamation for Older Americans Month.

Mayor Arriola presented Certificates of Re-appointment to the Transportation Advisory Commission to Gary Cooper and Maurice Francis.

Mayor Arriola, along with Fire Chief Randall Bradley, presented Certificates of Recognition to the Spring Community Emergency Response Team (CERT) class.

Sekou Millington, Police Chief and April Quintanilla, City Clerk swore in Officer Richard de la Sancha, Officer Dominic Molinari, and Officer Christopher Perez.

Mayor Arriola presented DARE Certificates of Recognition to:

100-999 Points:
Divjot Ladher, Olivia Wright, Ariana Perez, Isabella Fernandez, Gurveer Bring, Olivia Baba, Cassidy Yuen, Adalyn Kavanaugh, Alviraa Singh, Christina Mathews, Evan Gao, Imran Quraishi, Revanth Ms, and Tyiteyana Fonua.

1000+ Points:
Davina De la Rosa, Jimena Landazabal, Isabella Mota, Avi Sethi, Srikantha Malladi, Srivathsa Malladi, Nhi Truong, Gurvir Gill, Miah Mercado, Emma Rey, Leo Zepeda, Kayla Bolarinho, Fateh Hundal, Sreshta Gampa, and Rylan Simpson.

1. CONSENT CALENDAR – Andrew Shen, Interim City Attorney announced that Item 1.I required correction of minor typographical errors in the resolution, this action did not require this item to be pulled from agenda.

Motion was made by Council Member Bedolla seconded by Mayor Pro Tem Abercrombie to adopt the Consent Calendar. Council Member Nygard pulled Item 1.I. Roll call for Items 1.A – 1.H and 1.J – 1.M., found all in favor; passed and so ordered.

1.A. Approval of April 15, 2025 Closed Session, Special Meeting, Regular Meeting, Closed Session Minutes and April 29, 2025 Closed Session Meeting Minutes. **Minutes were adopted.**

1.B. Staff recommends that the City Council adopt a resolution 1) approving the Cooperative Agreement with the San Joaquin Council of Governments for the City of Tracy to receive a reimbursement of $13,000,000 for Project Construction and Construction Management for Capital Improvement Project 73144, Corral Hollow Road Widening from Parkside Drive to Linne Road, 2) approving an appropriation of $1,097,209 from Core Traffic (F375) and $786,110 from Ellis Area Traffic (F331) Fees for project construction and construction management for Capital Improvement Project 73144, Corral Hollow Road Widening from Parkside Drive to Linne Road. **Resolution 2025-082**

1.C. Staff recommends that the City Council adopt a Resolution ratifying the San Joaquin Council of Governments (SJCOG) Annual Financial Plan for Fiscal Year 2025-2026, as required by the Joint Powers Agreement between SJCOG and its member agencies. **Resolution 2025-083**

1.D. The Tracy Homelessness Advisory Committee recommend that City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation in the amount of $436,246 to partially fund operations costs of the Tracy Interim Shelter Site (Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating $436,246 of the total grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division. **Resolution 2025-084**

1.E. Staff recommends that the City Council adopt a Resolution (1) approving the updated Public Transportation Agency Safety Plan; and (2) authorizing the Public Works Director to execute the Public Transportation Agency Safety Plan. **Resolution 2025-085**

1.F. The Tracy Finance Committee recommends that the City Council adopt a resolution (1) authorizing the appropriation of $8,000,000 from the Tracy Infrastructure Master Plan (TIMP) Fund (F363) to the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements Project CIP 73147, and (2) authorizing an interfund loan to the Tracy

Infrastructure Master Plan Traffic (TIMP) Fund (F363) from the General Fund Reserves (F101) in the amount of $6,000,000 for the term of twenty years with interest at the current Local Agency Investment Fund (LAIF) Rate. **Resolution 2025-086**

1.G. The Tracy Finance Committee make a recommends that the City Council adopt a Resolution: 1) Amending the City's Operating and Capital Budget for the Fiscal Year (FY) ending June 30, 2025, to reflect actual expenses and revenues and requested augmentations to fund various departmental needs; 2) Authorizing the Budget Officer to amend the city's position control roster for FY2024-25. **Resolution 2025-087**

1.H. Staff recommends that the City Council adopt a Resolution A) approving the City of Tracy's Title VI Public Works Implementation Plan, B) authorizing the City Manager to sign the Title VI Non-Discrimination Policy Statement. **Resolution 2025-088**

1.J Staff recommends that the City Council adopt a Resolution (1) accepting an allocation of Fiscal Year 2024- 2025 funds in the amount of $99,076 from the California Low Carbon Transit Operation Program; (2) authorizing the City Manager, or designee, to execute requisite funding documents, certifications and assurances; and (3) appropriating all $99,076 to the Transit Fund for free student fares. **Resolution 2025-089**

1.K. Staff recommends that the City Council adopt a resolution (1) determining that compliance with standard procurement processes is not in the best interest of the City pursuant to Tracy Municipal Code Section 2.20.180(b)(4) and dispensing such requirement for the purchase of specified computer equipment and related services; and (2) approving a Subscriber Services Agreement with the County of San Joaquin to provide certain computer equipment and related services for a total not to exceed amount of $66,267, for a one year term. **Resolution 2025-090**

1.L. Staff recommends that the City Council adopt the following resolutions (1) accepting the construction improvements for the Tracy Municipal Airport completed by Anderson Striping and Construction Inc., for Crack Seal and Slurry Seal, and Minor Pavement Patching Entrance Road and Parking Lot Project (Project), Capital Improvement Project (CIP) 77589, (2) accepting the construction improvements for the Tracy Municipal Airport completed by Anderson Striping and Construction Inc., for Crack Seal and Slurry Seal of the Tee Hangar Taxi-lanes Project (Project), Capital Improvement Project (CIP) 77593, authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (4) authorizing the City Engineer to release the improvement security and retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080 **Resolution 2025-091**

1.M. Staff recommends that the City Council adopt a resolution, for the International Parkway Bridge replacement and Expansion Project, Capital Improvement Project 73148:

- Awarding a construction contract to O.C. Jones & Sons, Inc. of Berkeley, California, in the amount of $14,125,000,
- Authorizing the City Manager to approve change orders up to the contingency amount of $1,412,000,
- Approving a Professional Services Agreement with Dewberry Engineers, Inc. of Manteca, California, to provide construction management services through April 29, 2027, with a total not-to-exceed contract amount of $211,464.65,
- Approving a Professional Services Agreement with Kier & Wright Civil Engineers and Surveyors, Inc. to provide design support services through March 31, 2027, with a total not-to- exceed contract amount of $70,000, Appropriating funds from the EDA Grant Award in the amount of $8,350,057 to CIP 73148,
- Appropriating funds from Prologis, LP for the local match share in the amount of $9,489,897 to CIP 73148, and
  Granting authority to the City Manager to execute capital project related documents and fee authorization necessary to support the Project within the overall Project not-to-exceed budget of $17,839,954. **Resolution 2025-092**

1.I Staff recommends that the City Council adopt a Resolution: 1) authorizing the purchase of Four (4) New Ford trucks, and Two (2) Ford Transit 350 work vans from Rush Truck Centers of California, Inc. through a competitively bid Sourcewell Cooperative Agreement in the amount of $472,912 for Building Maintenance, Parks and Waste Water Treatment Plant (WWTP), and 2) declaring the existing E-350 as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310.

Jim Thompson, Public Works Superintendent, provided the staff report.

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-093**, 1) authorizing the purchase of Four (4) New Ford trucks, and Two (2) Ford Transit 350 work vans from Rush Truck Centers of California, Inc. through a competitively bid Sourcewell Cooperative Agreement in the amount of $472,912 for Building Maintenance, Parks and Waste Water Treatment Plant (WWTP), and 2) declaring the existing E-350 as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310. Roll call found Council Members Bedolla and Evans, Mayor Pro Tem Abercrombie and Mayor Arriola in favor; Council Member Nygard opposed. Motion passed and so ordered.

STAFF ANNOUNCEMENTS: Midori Lichtwardt, City Manager, shared that the Tracy Hills Commerce Center Project will be coming before the Planning Commission on May 28, 2025. The community can access more information on the Planning Division web page and Forrest Ebbs, Community and Economic Developer will be available in the lobby to answer any questions that are specific to the project. There will be controlled burns project that is not a City plan but a plan between Lawrence Livermore Lab and Alameda County Fire, these planned annual controlled burns will take place from May 12, 2025, through the end of the month, and will be in the vicinity of Tracy Hills.

2. ITEMS FROM THE AUDIENCE – Andrea Mandal expressed concerns regarding the Tracy Hills Commerce Center and that area should not be zoned as light industrial; community and growth should be considered.

   Robert Tanner requested that there be no more fireworks authorized in town, the only fireworks that should be done are the City sponsored events, fines should be increased, and the noise affects combat veterans and pets.

   Community Members Shoeb Paliya, Rosario Patrick, Shiv G, Neelina Manlina, Kulmeet Singh, Stephanie Pino, Srikanth Ramarajo, Shrinivas P., Aditya, Prabhjot Thind, and, Jasmine Khinda, all expressed concerns over the additional pollution that the distribution center may bring due to the use of diesel trucks, the damage that heavy trucks cause the roads and infrastructure, the impacts to the health of the children and residents in the area, and urged Council to keep diesel trucks and distribution centers away from residential areas.

   Community Member shared the importance of the TRACER Bus service, urged Council that the service route from Ellis and Tracy Hills remain, and requested that Council add a traffic signal at the Corral Hollow and Linne Road junction.

   Community Member echoed the concerns of previous speakers regarding the distribution center.

   Christina from Tracy Dog Girls Rescue, shared updates regarding stray dogs in Tracy, noting the shelter provides a list to the community, and the Tracy Dog Girls Rescue is not on that list, and expressed concerns regarding the animal shelter personnel.

   Denise from Tracy Dog Girls Rescue expressed concerns regarding enforcement and the lack of fines being increased, homeless individuals not having a limitation of the ownership on the number of unaltered dogs, and noted the same laws should apply to all pet owners within the City limits.

   Multiple Community Members echoed the sentiments of previous speakers regarding the proximity of the distribution center to residences and schools.

   Maurice Francis shared a fillable spreadsheet so that he and the community can get a better understanding of Capital Improvement Projects (CIP), how those funds are managed, all costs involved. A copy of that spreadsheet was provided to the Clerk.

   Alice English clarified that contrary to what was posted on the Transparent Tracy website, she was never escorted out of City Hall by police.

Zac Lewis expressed support for a community driven finance commission so that the community can gain better understanding on how City finances work, how funds are received, and how funds are spent.

Jack Larson expressed support for keeping the free electric vehicle charging stations that are located at the Transit Center and urged Council to assist the community considering the rising costs of things due to inflation.

3. REGULAR AGENDA

3.A. Staff recommends that City Council introduce an ordinance adding Section 9.06.080 – State Fire Maps to Chapter 9.06 – Fire Protection and Prevention of Title 9 – Building Regulations, of the Tracy Municipal Code, thereby adopting the fire maps issued by the State Fire Marshal.

Mayor Opened the Public Hearing

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

Community Member asked if there is a conjunction with the fire mapping and the Insurance Services Office (ISO) scores; asked if the fire maps will impact individuals on being able to get homeowners insurance; and urged that the City look into potential fire mapping for the downtown areas of Tracy.

Forrest Ebbs, Community and Economic Services Director, shared that additional information is on the City website and there is a link to the California Fire Marshalls website.

Mayor Closed Public Hearing

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to waive full reading of text and introduce an ordinance adding Section 9.06.080 – State Fire Maps to Chapter 9.06 – Fire Protection and Prevention of Title 9 – Building Regulations, of the Tracy Municipal Code, thereby adopting the fire maps issued by the State Fire Marshal. Roll call found Council Members Bedolla, Evans and Nygard, Mayor Pro Tem Abercrombie, and Mayor Arriola in favor; passed and so ordered.

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

Council Member Nygard recused herself from this item out of caution due to past involvement with Tracy Earth Project.

Mayor Opened the Public Hearing

Alexandra Pineda, Economic Development Analyst and Jorge T. Barrera, J.D., Economic Development Manager provided the staff report.

Council offered comments and questions.

There was no public comment.

Mayor Closed the Public Hearing.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-095** to 1) approve the Community Development Block Grant (CDBG) Award Allocation Recommendations provided in Attachment A hereto; 2) approve the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Award funds to be determined by San Joaquin County; 3) approve the allocation of the County-approved CDBG and HOME Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment A hereto; and 4) authorize the City Manager, or her designee, to sign the CDBG Subrecipient Agreements and other implementing documents. Roll call found Council Members Bedolla and Evans, Mayor Pro Tem Abercrombie and Mayor Arriola in favor; passed and so ordered. Council Member Nygard was absent from roll call.

3.C. The Tracy Finance Committee recommends that (1) the City Council conduct a Public Hearing for City Council to receive and consider comments on the proposed Citywide Master Fee Schedule, and upon conclusion, (2) adopt a resolution (A) approving and adopting, effective as July 1, 2025, the proposed Citywide Master Fee Schedule with the proposed inflationary increase of 2.4%; and (B) rescinding, effective July 1, 2025, Resolution 2024-077 that approved the current Citywide Master Fee Schedule.

Mayor Opened the Public Hearing.

Sara Castro, Director of Finance, and Sara Remonda, Financial Analyst, provided the staff report.

Kathleen Murciano shared that there are issues with the charging station that is being utilized and how the community has utilized/abused the free charging station, noted that some residents leave their vehicles long after their vehicles have been charged, and requested that this portion of the fee schedule be paused until more information could be provided.

Tim Silva expressed opposition to the free charging stations, shared that some folks charge their cars and still leave their vehicles there well after their vehicles are full, expressed that the Police Department should monitor and ticket those offenders.

Alice English expressed opposition for the EV charging stations being free.

Council offered comments and questions.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to direct staff to receive and consider comments on the proposed Citywide Master Fee Schedule, and upon conclusion, (2) adopt a resolution (A) approve and adopt, **Resolution 2025-096** effective as July 1, 2025, the proposed Citywide Master Fee Schedule with the proposed inflationary increase of 2.4%; and (B) rescind, effective July 1, 2025, Resolution 2024-077 that approved the current Citywide Master Fee Schedule. Roll call found Council Members Bedolla, Evans, and Nygard, Mayor Pro Tem Abercrombie, and Mayor Arriola in favor; passed and so ordered.

3.D. Staff recommends that the City Council conduct a public hearing and adopt a Resolution (1) adopting the Short-Range Transit Plan, and (2) authorizing the implementation of proposed Phase 1 transit system changes effective July 1, 2025.

Mayor Opened the Public Hearing.

Ed Lovell, Transit Manager, and Linda Meckel with CHS Consultants provided the staff report.

Tracy Hills resident expressed support and requested that the Council continue the existing service to Tracy Hills and Ellis.

Alice English shared some of the hardships that are occurring when the busses are picking students and parents up at Tracy Hills or Ellis in the morning for school drop offs and the issues faced at pick-up time, the lack of a return route for parents in the morning and a route designated for school at pick-up time, and requested that Council assist in finding a solution for this issue.

Tim Silva shared that this is a short-term plan and explained that routes are determined by ridership and the number of busses and drivers need to be considered, shared the importance of keeping the fees down, and reminded that TRACER Bus is not a school bus service and but a public bus service.

Council offered comments and questions.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Pro Tem Abercrombie to adopt **Resolution 2025-097** (1) adopt the Short-Range Transit Plan, and (2) authorize the implementation of proposed Phase 1 transit system changes effective July 1, 2025. Roll call found Council Members Bedolla, Evans, and Nygard, Mayor Pro Tem Abercrombie and Mayor Arriola in favor; passed and so ordered.

3.E. Staff recommends that City Council receive an informational update regarding the six Capital Improvement Projects for the Corral Hollow Corridor widening from Parkside Drive South to Interstate 580.

Sharat Bandugula, Assistant City Engineer, provided the staff report.

Council offered comments and questions.

Alice English shared historical information regarding the expansion of Corral Hollow from previous years and shared that prior to expansion, lights should be installed due to increased traffic congestion and safety concerns.

Mike Souza, Project Manager from Tracy Hills, requested that a planning and design meeting be reinstated, shared that these meetings and staff cooperation are imperative, requested that Council to direct staff to reinstate these meetings.

Karin Schnaider, Assistant City Manager, shared that the meetings were put on pause due to staffing changes, and the City is looking forward to continued discussions with the developer.

Council offered comments continued.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard received an informational update regarding the six Capital Improvement Projects for the Corral Hollow Corridor widening from Parkside Drive South to Interstate 580. Roll call found Council Members Bedolla, Evans, and Nygard, Mayor Pro Tem Abercrombie, and Mayor Arriola in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – Alice English shared that she met with several residents and shared their concerns regarding the freeway exits to Corral Hollow and requested a designated lane for I-580; expressed the dangers of increased traffic, and requested that the City speak to Caltrans for funding.

5. STAFF ITEMS – Midori Lichtwardt, City Manager shared the following:
   - Celebrate Older Americans Month on Wednesday May 7, 2025, from 9 AM to 11 AM at Lolly Hansen Senior Center, located at 375 E. 9th Street
   - accepting applications for the naming of the Multi-Generational Center and applications can be submitted at https://www.cityoftracy.org
   - Join Tracy Police Department for Taco Tuesday on May 13, 2025, from 3 to 5 PM, where the discussions will be on public safety, crime prevention, and community connection.

4. COUNCIL ITEMS – Council Member Bedolla wished all the Mom’s a Happy Mother’s Day and a happy last month of school.

Mayor Arriola thanked Council and Mayor Pro Tem Abercrombie for attending community events when he is at work, noting he believes in community engagement and addressing constituents. He would like to request support for staff to evaluate viability of a Mayor and/or Council Executive Assistant, something that would reflect the duties that Department Heads Executive Assistants have, to assist with scheduling, emails, and travel. Mayor Pro Tem supported the request. Mayor Arriola wished all a Happy Mother’s Day and Happy Memorial Day, and indicated he was looking forward to attending the One Voice Trip to Washington DC.

6. ADJOURNMENT – Time: 10:42 p.m.

ACTION: Motion was made by Mayor Pro Tem Abercrombie 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 May 2, 2025. The above are action minutes. A recording is available at the office of the City Clerk

_____
Mayor

ATTEST:

_____
City Clerk

June 3, 2025

Agenda Item 1.B

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) approving the Offsite Improvement Agreement between the City and 3788 Tracy, LLC, (2) approving an Irrevocable Offer of Dedication of Fee Interest for a portion of Larch Road, (3) granting of a Public Utility Easement adjacent to North Tracy Boulevard and Larch Road, and (4) authorizing the City Clerk to file the Dedication and Easement documents with the San Joaquin County Recorder.

EXECUTIVE SUMMARY

This item involves the approval of an Offsite Improvement Agreement (OIA), an Irrevocable Offer of Dedication (IOD) of Fee Interest, and a Public Utility Easement (PUE) to enable the construction of off-site improvements required of the Triangle Plaza Project, located at 3788 North Tracy Boulevard. The off-site improvements include the construction of paving and striping, sidewalk, curb and gutter, water lines, irrigation and fire services, fire hydrants, new commercial driveway aprons, streetlights, street trees, and other public landscaping along the project's frontages on North Tracy Boulevard and Larch Road.

BACKGROUND AND LEGISLATIVE HISTORY

The Development Review Application (D21-0006) for the Triangle Plaza Project was approved by the Planning Commission on June 28, 2023. The approved project includes two (2) 2,600 square-foot quick-serve restaurants, one (1) 2,304 square-foot gas station canopy area, one (1) 7,000 square-foot convenience store/quick-serve restaurant, and a parking lot on a 1.8-acre undeveloped lot at 3788 North Tracy Boulevard.

The Planning Commission's approval included specified conditions (C.5 and C.8.1) requiring the construction of off-site improvements, including the construction of paving and striping, sidewalk, curb and gutter, water, irrigation and fire services, fire hydrants, new commercial driveways, streetlights, street trees, and other public landscaping along North Tracy Boulevard and Larch Road. The required improvements are more specifically described in the approved improvement plans, landscape plans, and specifications, which are on file with the City Engineer under Tracking No. ENG24-0006.

ANALYSIS

The Off-Site Improvement Agreement (OIA) is a legal agreement between the City and the Developer that authorizes the construction of required off-site improvements. Once the OIA is approved, the Developer may undertake the construction. When the improvements are complete, the Developer will make a separate request for the City to accept the improvements. The developer has executed the OIA and submitted the required security to guarantee completion of the off-site improvements. The Improvement Plans and Off-site Improvement Agreement have been approved by the City Engineer (ENG22-0006) and are on file and available for review upon request.

The existing right-of-way on Larch Road is not wide enough to contain the required improvements. As such, the Developer is required to dedicate additional private property to widen the right-of-way to create the required space. The Developer has provided an Irrevocable Offer of Dedication (IOD) of Fee Interest for the additional private property. This offer will stand until the improvements are complete, at which time the City will formally accept the offer and receive the improvements and underlying property as public right-of-way. This future step will occur under a separate action and resolution.

A Public Utility Easement (PUE) is required on the inward ten feet (10') of land adjacent to the future public right-of-way. This easement is available for utilities such as water, sewer, and electrical services. The Developer has offered to dedicate this PUE as required by the project approval.

FISCAL IMPACT

The property owner will pay for the cost of processing the agreement, construction, and inspection. The Developer will also pay for the cost of preparation, processing and recordation of the IOD and grant of PUE.

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

This staff report was prepared by the Development Engineering Division of the Community and Economic Development Department in coordination with the Planning Division.

CEQA DETERMINATION

The Planning Commission determined that the project was categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332, which pertains to certain in-fill development projects. This action is an implementation of that determination and approval.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council by resolution (1) approve the Off-site Improvement Agreement between the City and 3788 Tracy, LLC, (2) approve an Irrevocable Offer of Dedication of Fee Interest for a portion of Larch Road, (3) grant a Public Utility Easement adjacent to North Tracy Boulevard and Larch Road, and (4) authorize the City Clerk to file the Dedication and Easement documents with the San Joaquin County Recorder.

Prepared by: Majeed Mohamed, Associate Engineer
David Brotchie, Senior Civil Engineer

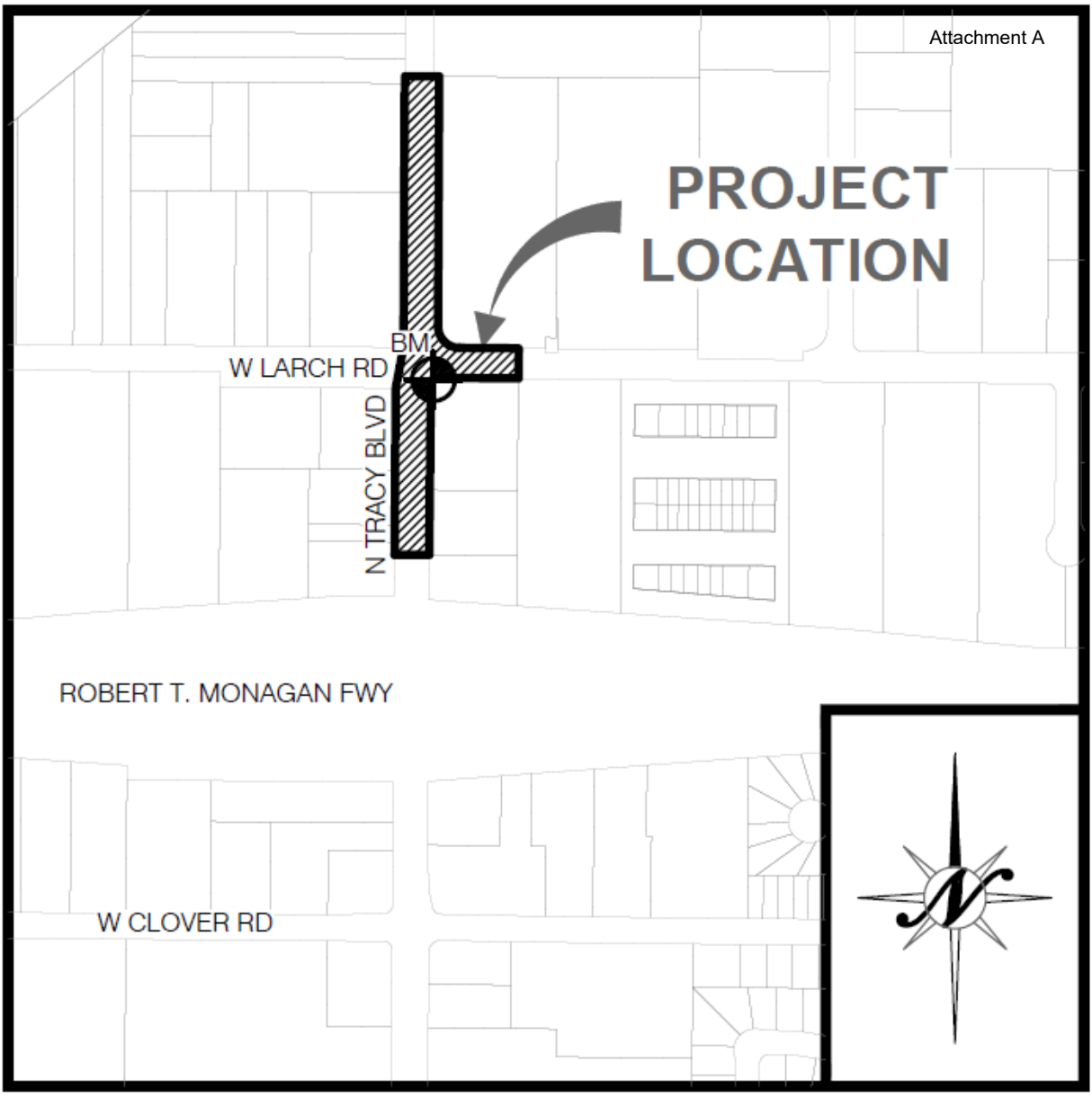
Reviewed by: Forrest Ebbs, Community and Economic Development Director
Sara Castro, Finance Director
Matthew Summers, Interim Assistant City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Off-site Improvement Agreement for Triangle Plaza Project
Attachment C – Irrevocable Offer of Dedication
Attachment D – Public Utility Easement

Attachment A



VICINITY MAP

NTS

CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
FOR TRIANGLE PLAZA 3788 NORTH TRACY BLVD
PUBLIC IMPROVEMENTS

This **OFFSITE IMPROVEMENT AGREEMENT FOR TRIANGLE PLAZA 3788 NORTH TRACY BLVD – PUBLIC IMPROVEMENT PLANS,** ("***Agreement***") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("***City***") and **3788 TRACY, LLC, a California Limited Liability Company** (referred to as "***Developer***").

RECITALS

A. Developer is the legal owner of approximately 1.8 acres of real property located at 3788 North Tracy Boulevard, designated with Assessor's Parcel Numbers 212-250-01 and 212-250-02, which consists of approximately 1.8 acres, as described more fully therein ("***Project***").

B. The Development Review Application D21-0006 (the "***Application***") Triangle Plaza for the construction of a of two (2) approximate 2,600 square feet quick serve restaurants, one (1) approximate 2,304 square foot gas station canopy area, one (1) approximate 7,000 square foot convenience store/quick serve restaurant, and parking lot, the "**Work**"), as approved by the Planning Commission on June 28, 2023 is on file with the City Engineer, and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter "**Conditions of Approval**"), attached hereto as **Exhibit "A"**, and incorporated by reference.

C. In accordance with the Conditions of Approval, Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction of paving and striping, sidewalk, curb and gutter, water, irrigation & fire services, fire hydrants, new commercial driveways, street lights, street trees, and other public landscaping along North Tracy Boulevard and Larch Road, the Work. The Work is described more fully in Fifteen (15) sheets of offsite improvement plans by NorthStar Engineering Group, LLC of Modesto, California and seven (7) sheets of offsite landscape improvements by Sam Harned Landscape Architect of Oakland, California **"ENG24-0006**, signed by the City Engineer on April 9, 2025. The Plans and Specifications are on file with the City Engineer and are incorporated herein by reference. The Work will be performed on the real property shown and more particularly described in **Exhibit "B"** hereto (the "**Property**").

D. Since the Work, as described above and in the Plans and Specifications, has not been completed, Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer, pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications. No material change shall be made to the scope of Work unless

authorized in writing by the City Engineer, such approval not to be unreasonably withheld. Developer may submit a written request to the City Engineer for a change in the scope of the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by the Developer in accordance with the requirements of the State prevailing wage laws.

2. DEVELOPER'S AUTHORIZED REPRESENTATIVE. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("***Authorized Representative***") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "C"** attached hereto includes the initial contact information referenced herein.

3. LOCATION OF PERFORMANCE. Developer shall perform the Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer.

4. IMPROVEMENT SECURITY. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq*.) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   4.1. Faithful Performance security in the amount of **$426,235.46** to secure faithful performance of this Agreement (until the day following the date upon which the City Council accepts the Work as complete).

   4.2. Labor and Material security in the amount of **$426,235.46** to secure payment by Developer to laborers and materialmen (until the day following the date upon which any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws).

   4.3. Warranty security in the amount of **$42,623.55** to guarantee improvements against any defective work or labor done or defective materials used in the performance of Work (from the day following the date upon which the City Council accepts the Work as complete through and including the same date in the following year).

5. IRREVOCABLE OFFER OF DEDICATION. Concurrently with the execution of this Agreement, Developer shall execute the Irrevocable Offer of Dedication (IOD) in the form attached hereto as **Exhibit "D"**. At Developer's expense, Developer shall also remove or insure over, as requested by City, any new encumbrances City deems, in its discretion, to conflict with the City's intended ownership and use of the facilities as set forth in Tracy Municipal Code section 12.32.040.

6. INSURANCE. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied by the Developer or its general

contractor responsible for the Work. The insurance coverage requirements below can also be covered by umbrella policies if approved by the City.

6.1. General. Developer shall, throughout the duration of this Agreement, maintain or cause to be maintained insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services for the Work covered by this Agreement at the minimum levels set forth herein.

6.2. Commercial General Liability. Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

6.3. Automobile Liability. Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars ($2,000,000) per accident.

6.3.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

6.4. Workers' Compensation. Developer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

6.5. Professional Liability. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

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

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

6.8. Insurance Certificate. Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form reasonably satisfactory to the City Attorney.

6.9. Substitute Certificates. No later than five (5) calendar days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide City with a substitute certificate of insurance.

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

7. PERMITS, LICENSES AND COMPLIANCE WITH LAW. Developer shall, at its expense, obtain and maintain all necessary permits, approvals and licenses for performance of the Work, subject to City's cooperation pursuant to the Municipal Code. In its performance of the Work, Developer shall comply with all applicable local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

8. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and Developer and the City shall with diligence and in good faith adhere to the timing requirements set forth herein unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to City, in writing, no later than ten (10) days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

8.1. Commencement of Work. The Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice. Failure to provide said notice shall not relieve Developer's obligation to commence Work within 60 days after the Effective Date of the Agreement and failure to do so shall be deemed a material breach hereunder.

8.2. Schedule of Work. Concurrently with the written notice of commencement of Work, Developer shall provide City with a written schedule of Work that is acceptable to the City Engineer in its reasonable discretion, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

8.3. Completion of Work. Developer shall complete all Work by the earlier of (A) no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 8.1 above or, (B) if Developer fails to provide the requisite notice of commencement required under Section 8.1 above, then three hundred sixty-five (365) calendar days after the Effective Day. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

9. INSPECTION BY CITY. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. When requested by Developer, City shall use reasonable efforts to complete the requested inspection. City inspections of the Work shall be conducted in accordance with the Municipal Code.

10. FEES. Developer shall pay all fees due to City in connection with the Work.

11. DEFAULT.

11.1. Notice of Default. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

11.2. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

11.2.1. The Developer is insolvent, bankrupt, or makes a general assignment of the benefit of its creditors.

11.2.2. The Developer abandons the Work site.

11.2.3. The Developer fails to perform one or more requirements of this Agreement, and fails to cure any such non-performance pursuant to Section 11.3, below.

11.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

11.2.5. The Developer violates any legal requirements related to the Work, and fails to cure such violation pursuant to Section 11.3, below.

11.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City

Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

11.3.1. Demand that Developer complete performance of the Work.

11.3.2. Demand that Developer's surety (if any) complete performance of the Work.

11.3.3. Enter the Property and complete the Work. To this end, Developer hereby grants City a license to enter onto the Property that is the subject of this Agreement, to complete the Work in the event of an uncured default.

11.3.4. Any other judicial remedies available to the City.

12. REPAIR OF ANY DAMAGE. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

13. ACCEPTANCE OF WORK. Upon Developer's satisfactory completion, as reasonably determined by the City Engineer, of all items on all punch lists prepared by the City for the Work, City Staff shall use its best efforts to expeditiously present the improvements comprising the Work to the City Council for the City Council's final acceptance. Prior to final acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Work site.

14. WARRANTY PERIOD. Developer shall warrant the quality of the Work, in accordance with the Plans and Specifications, for a period of one (1) year after final acceptance of the Work by the City Council, consistent with Section 4.3 above.

15. INDEPENDENT CONTRACTOR STATUS. Developer is an independent contractor, and the parties agree that City shall have no responsibility for any acts of Developer's employees, agents, representatives, contractors or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever, unless City provides prior written authorization to Developer.

16. OWNERSHIP OF WORK. All original documents prepared by Developer for this Agreement shall be given to City upon City's final acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws and with Developer's contracts with its design professionals.

17. INDEMNIFICATION. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees except when caused

by the gross negligence or willful misconduct of City until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, above, has expired, at which time the indemnification obligations under this Section 17 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 17 are in addition to all other Developer obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, above.

18. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of City, which shall not be unreasonably withheld, delayed or denied. Any attempt to assign or delegate this Agreement without City's written consent shall be void and of no force and effect. Consent by City to one assignment shall not be deemed to be consent to any subsequent assignment.

19. NOTICES.

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

City: City of Tracy
Attn: City Engineer
333 Civic Center Plaza
Tracy, CA 95376
notice@cityoftracy.org

Developer: 3788 TRACY, LLC
Attn: Hamid Amini-Filabadi
1175 Catalina Drive
Livermore, CA 94550

Copy to: City Attorney's Office
Attn: City Attorney
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

19.2. Communications shall be deemed to have been given and received when actual receipt at the email address designated above occurs.

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

21. 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.

22. SEVERABILITY. In the event a court of competent jurisdiction holds any term of this Agreement invalid, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

23. 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.

24. ENTIRE AGREEMENT. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the Work. This Agreement supersedes all prior negotiations, representations or agreements as such may relate to performance of the Work.

25. 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 Developer and City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

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

CITY OF TRACY	**3788 Tracy, LLC**
_____ Dan Arriola, Mayor Date: _____ Attest: _____ City Clerk Approved as to form: _____ Andrew Shen, Interim City Attorney	_____ By: Hamid Amini-Filabadi, Owner Date: **04/09/2025**

ATTACHMENTS:

Exhibit A – Conditions of Approval – TRIANGLE PLAZA, D21-0006
Exhibit B – Property Description
Exhibit C – Contact Information of Authorized Representative
Exhibit D – Irrevocable Offer of Dedication (IOD)

Exhibit A – Conditions of Approval – TRIANGLE PLAZA, D21-0006

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY PLANNING COMMISSION

RESOLUTION NO. 2023- 011

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1. **APPROVING A DEVELOPMENT REVIEW PERMIT FOR THE TRIANGLE PLAZA COMMERCIAL DEVELOPMENT ON A 1.91-ACRE SITE LOCATED AT 3788 N. TRACY BLVD., APN 212-250-01 & 02;**
2. **APPROVING A 20% OFF-STREET PARKING SPACE REDUCTION PURSUANT TO TRACY MUNICIPAL CODE SECTION 10.08.3740(E); AND**
3. **DETERMINING THAT THIS PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PER SECTION 15332.**

WHEREAS, A development review permit application for the Triangle Plaza development comprised of three drive-through restaurants (2,670 sf, 2,900 sf, and 2,701 sf), a gasoline fueling station with eight pumps and a 4,000 sf convenience store, and associated parking and landscaping improvements on an approximately 1.91 acres located at 3788 N. Tracy Blvd., Assessor's Parcel Numbers 212-250-01 & 02 was submitted on February 2, 2021; and

WHEREAS, The site has a General Plan land use designation of Commercial and a zoning designation of Highway Service Zone, wherein such uses are principally permitted; and

WHEREAS, The Planning Commission can approve a Development Review Permit on the basis of the application and evidence submitted, subject to making all of the requisite findings set forth in Tracy Municipal Code (TMC) Section 10.08.3920, which findings are set forth in **Exhibit 1;** and

WHEREAS, The proposed design also meets the City's objectives for high quality design as required by the Tracy General Plan and the City of Tracy Design Goals and Standards; and

WHEREAS, The applicant has requested a twenty percent reduction in off-street parking after presenting data indicating that not all the parking spaces required by the TMC would be necessary for the proposed development and uses; and

WHEREAS, The Planning Commission can make a determination to reduce up to a twenty percent of the required off-street parking spaces if a parking study or other written documentation to the satisfaction of the Development Services Director was submitted that documents such off-street parking spaces will not be necessary to mitigate parking demands for the project, pursuant to TMC Section 10.08.3740(e); and

WHEREAS, The TMC also states that in making a determination regarding an off-street parking space reduction, the following shall be taken into account: the parking study; the

availability of nearby on- or off-street parking; accessibility to nearby public transit; the City site planning design goals; and other relevant information; and

WHEREAS, The applicant submitted a parking demand memorandum which cites the Institute of Transportation Engineers (ITE) *Parking Generation Manual, 5th Edition* to the satisfaction of the Development Services Director as required by the TMC; and

WHEREAS, Based on the considerations set forth in the record, staff recommends that the Planning Commission grant the project a twenty percent off-street parking space reduction; and

WHEREAS, The project is categorically exempt from CEQA based on Guidelines Section 15332, which pertains to certain in-fill development projects. Because the project is consistent with the General Plan and Zoning, occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses, has no value as habitat for endangered, rare or threatened species, would not result in any significant effects relating to traffic, noise, air quality, or water quality, and can be adequately served by all required utilities and public services, no further environmental assessment is necessary, and

WHEREAS, The Planning Commission conducted a public hearing to review and consider the applications on June 28, 2023; now, therefore, be it

RESOLVED: That the Planning Commission hereby adopts the findings set forth in **Exhibit 1**, supporting the approval of Development Review Permit D21-0006 for Triangle Plaza development; and be it

FURTHER RESOLVED: That the Planning Commission hereby further determines that the number of off-street parking spaces required for the Triangle Plaza development may be reduced by twenty percent in accordance with TMC Section 10.08.3740(e), based upon the facts and findings set forth in the record and **Exhibit 1**; and be it

FURTHER RESOLVED: That the Planning Commission, based upon the facts and findings set forth in the record and **Exhibit 1**, hereby approves Development Review Permit D21-0006 for the Triangle Plaza development comprised of three drive-through restaurants, a gasoline fueling station with eight pumps and a convenience store, and associated parking and landscaping improvements on an approximately 1.91 acres located at 3788 N. Tracy Blvd., Assessor's Parcel Numbers 212-250-01 & 02, subject to the Conditions of Approval contained in Attachment 1; and be it

FURTHER RESOLVED: That the Planning Commission of the City of Tracy hereby determines, based on the evidence in the record and its own independent judgment, that the proposed project is categorically exempt from the California Environmental Quality Act pursuant to Guidelines Section 15332 (In-fill Development).

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

The foregoing Resolution 2023-011 was adopted by the Planning Commission on June 28, 2023, by the following vote:

AYES:	COMMISSION MEMBERS:	ATWAL, BOAKYE-BOATENG, ORCUTT
NOES:	COMMISSION MEMBERS:	NONE
ABSENT:	COMMISSION MEMBERS:	NONE
ABSTENTION:	COMMISSION MEMBERS:	NONE

CHAIR

ATTEST:

STAFF LIAISON

City of Tracy
Development Review Permit Findings
Application Number D21-0006

1. The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy, because the proposed project would develop an existing vacant site that is surrounded by commercial development. The proposed building and landscaped parking area meet the City's objectives for high quality design. The proposed buildings and fueling canopy are architecturally interesting in that they utilize building materials such as stone, metal accents, and storefront glazing and design elements including recesses and pop-outs, varied wall heights, significant cornice caps, and horizontal bands protruding from the wall, colorful accent colors, and score lines in the stucco. The architectural themes are present on all sides of the buildings, and rooftop equipment will be hidden from view behind building parapets. Through-circulation is provided throughout the site, and the parking area will serve all onsite buildings as well as provide vehicular access from the street to an adjacent existing development. In furtherance of the City's landscaping goals, a significant amount of landscaping, including a variety of canopy and accent trees, is proposed throughout the parking area, on the site's perimeter, and around the buildings, including an evergreen hedge to screen the drive-through lanes from views from the streets.

2. The proposal, as conditioned, conforms to the Tracy Municipal Code (TMC), the City of Tracy General Plan, the City Design Goals and Standards, applicable City Standards, California Building Codes, and California Fire Codes, because the proposed development will comply with all applicable City and state regulations for building design and construction, off-street parking and circulation, and landscaping.

3. The proposed number of off-street parking spaces is 20 percent fewer than the number otherwise required in TMC Section 10.08.3480. The number of off-street parking spaces proposed will be sufficient for the project and is approved in accordance with TMC Section 10.08.3470(e), off-street parking space reduction. In accordance with TMC Section 10.08.3470(e), the applicant submitted a Parking Demand Study Technical Memo, prepared by TJKM Transportation Consultants, using Institute of Traffic Engineers research data to support the conclusion that 74 off-street parking spaces is sufficient to mitigate the parking demands of this project. The project includes multiple uses and users (restaurants, automobile service station, and a retail convenience store) which will all share the off-street parking spaces. Parking demands from customers and employees will be spread between the peak parking times of the various businesses. Although the automobile service station fueling locations do not count as off-street parking spaces, some customers will utilize the retail convenience store while their vehicle is fueling or otherwise located in a fueling spot, thereby not using a formally designated parking space for retail store visits. The restaurants have sufficiently long drive-thru lanes to provide for significant queuing of vehicles. Some vehicles' passengers may utilize restrooms or other on-site retail, or restaurant uses while their vehicle is in a drive-thru lane, thereby reducing parking demand. On-street parking is not allowed on either of the two fronting public rights-of-way: Tracy Boulevard and Larch Road. And therefore, if parking demand were to exceed the on-site supply, vehicles would not overflow onto the right-of-way, and instead would seek commodities or service elsewhere or at a different time and not adversely impact on-street parking. Public bus stops, furthermore, are within one-quarter mile of the project site, thereby enabling employees or customers to access the site via public transportation and additionally reduce the demand for off-street parking spaces.

City of Tracy
Conditions of Approval
Triangle Plaza
Application Number D21-0006

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: A commercial development comprised of three drive-through restaurants and a gasoline fueling station and convenience store

The Property: Two lots totaling approximately 1.91 acres located at 3788 N. Tracy Blvd., Assessor's Parcel Numbers (APN) 212-250-01 & 02

A.2. Definitions.

a. "Applicant" means any person, or other legal entity, defined as a "Developer."

b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, and relevant Public Facility Master Plans).

d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project, Application Number D21-0006. The Conditions of Approval shall specifically include all conditions set forth herein.

f. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

A.3. Compliance with submitted plans. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the plans received by the Development Services Department on May 31, 2023, which include site, floor, elevation, section, civil, and landscape plans, as well as color and material details.

A.4. Payment of applicable fees. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.5. Compliance with laws. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:

- the Planning and Zoning Law (Government Code sections 65000, et seq.)
- the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").
- California State Title 24 and Title 19

A.6. Compliance with City regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City regulations, including, but not limited to, the Tracy Municipal Code (TMC), Standard Plans, and Design Goals and Standards.

A.7. Protest of fees, dedications, reservations, or other exactions. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B. Development Services Department, Planning Division Conditions

Contact: Kimberly Matlock (209) 831-6430 kimberly.matlock@cityoftracy.org

B.1. Parking on separate lots. Before the issuance of a building permit, the applicant shall record a reciprocal access and parking covenant on APN 212-250-01 & 212-250-02 in accordance with TMC Section 10.08.3460(g) and submit a copy to the Development Services Department. Said recordation(s) shall provide for pedestrian and vehicular traffic to travel unimpeded throughout the parking areas and shall provide for the maintenance of the parking area so long as the building is maintained. Said recordation shall be reviewed by the City prior to recordation with the County Recorder and shall contain measures to prevent its change or removal without prior written City approval.

Alternatively, the applicant may combine the two lots into one through a lot line adjustment or lot merger, in which case such parking covenant does not need to be recorded.

B.2. Parking area. Before the approval of a building permit, the applicant shall submit the following to the satisfaction of the Development Services Director:

B.2.1 Site plans and construction details that demonstrate 12-inch wide concrete curbs along the perimeter of landscape planters where such planters are

parallel and adjacent to vehicular parking spaces to provide access to vehicles without stepping into the landscape planters.

B.2.2 Detailed plans that demonstrate the parking stalls are striped in accordance with Standard Plan 141.

B.2.3 Detailed plans that demonstrate sidewalk, landscape planters, and bio-retention areas perpendicular to parking stalls overhang up to 24 inches into the parking stall in place of wheel stops where feasible. Any landscape planter overhang may not be double-counted toward the required amount of parking area landscaping.

B.2.4 Bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510.

B.3. Landscaping & irrigation plans. Before the approval of a building permit, the applicant shall provide detailed landscape and irrigation plans consistent with the following to the satisfaction of the Development Services Director:

B.3.1. Said plans shall demonstrate compliance with Tracy Municipal Code Section 10.08.3560 for parking area landscaping. Said plans shall include a planting legend indicating, at minimum, the quantity, planting size, and height and width at maturity and calculations for landscape and canopy tree shading areas.

B.3.2. Each planter shall contain a combination of trees, shrubs, and groundcover. Trees shall be a minimum of 24" box size, shrubs shall be a minimum size of 5 gallon, and groundcover shall be a minimum size of 1 gallon at planting.

B.3.3. A continuous evergreen landscape screen, such as a hedge, shall be planted along to the drive-through lanes when they are visible from the public right-of-way. The plants selected shall be of an appropriate size to adequately screen the vehicles in the drive-through lanes, which may be either mature plants at planting or 5 gallon fast-growing plants that achieve maturity within a few years.

B.3.4. Where trees are planted ten feet or less from a sidewalk or curb, root barriers dimensioned 8 feet long by 24 inches deep shall be provided adjacent to such sidewalk and curb, centered on the tree.

B.3.5. Landscape & Irrigation Maintenance. Prior to the issuance of a building permit, the Developer shall execute a two-year landscape and irrigation maintenance agreement and submit financial security, such as a performance bond, to ensure the success of all on-site landscaping for the term of the agreement. The security amount shall be equal to $2.50 per square foot of the landscaped area or equal to the actual labor and material installation cost of all on-site landscaping and irrigation.

B.4. Landscaping & irrigation installation. Prior to final inspection or certificate of occupancy, all landscaping and irrigation substantially conforming with the development review permit plans dated May 31, 2023 and the approved building permit construction plans shall be installed to the satisfaction of the Development Services Director.

B.5. Lighting.

B.5.1. Before the issuance of a building permit, the applicant shall submit detailed plans that demonstrate a minimum of one foot candle throughout the parking area as defined in TMC Section 10.08.3450.

B.5.2. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into the public rights-of-way and onto any adjacent private property, to the satisfaction of the Development Services Director.

B.6. Screening utilities and equipment. Before the approval of a building permit, the applicant shall submit detailed plans that demonstrate the following:

B.6.1. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes, whether proposed as part of this application, potential future equipment, or any portion thereof, shall be readily visible from any public right-of-way, including I-205. The plans shall demonstrate that such equipment is fully screened from view by building parapet designed to be equal to or higher than the height of the mounted equipment to the satisfaction of the Development Services Director.

B.6.2. All vents, gutters, downspouts, flashing, plumbing lines, fire risers, and electrical conduits shall be internal to the structures and other ground-mounted, wall-mounted or building-attached utilities, including bollards, shall be painted to match the color of the adjacent surfaces or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

B.6.3. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or substantially screened from view behind structures or landscaping, to the satisfaction of the Development Services Director.

B.6.4. Trash enclosures shall be designed and appropriately sized for this project, including allowance for recycling collection. The trash and recycling collection enclosure shall include a solid roof structure, solid metal doors, and solid walls sufficiently sized to fully screen the dumpsters. The enclosure, including the roof, shall be architecturally compatible with the building, which includes but is not limited to, design, materials, and colors. A six-inch concrete curb and/or bollards may be installed on the interior of the enclosure for the protection and durability of the enclosure walls.

B.7. Signs. No business identification signs are approved with this permit. Prior to the installation of any signs requiring a sign permit, the applicant shall obtain applicable sign and building permits in accordance with the Tracy Municipal Code.

B.8. Fencing. Prior to final inspection, existing chain link fencing shall be removed. No chain link fence is permitted on site where it would be visible from the public right-of-way, and the existing chain link fencing shall be removed prior to final inspection. No electronically charged, razor wire, barbed wire, integrated corrugated metal, or plain exposed plastic concrete/PCC fences, vinyl slats, and woven fabric fences are permitted on the site.

B.9. Bollards. Concrete bollard pipes shall not be used in areas visible to the general public, with exception of the fueling station, which may have pipe bollards painted to match the canopy columns to the satisfaction of the Development Services Director. Large boulders, planter boxes, decorative walls, or other architectural features that complement the character of the site may be used as needed for protection of site improvements from potential vehicular impact.

B.10. APCD Requirements. The applicant shall comply with all applicable requirements of the San Joaquin Valley Air Pollution Control District (APCD), including District Rule 9510, Regulation VIII, and payment of all applicable fees, to the satisfaction of the APCD.

B.11. Environmental Health Requirements. The applicant shall comply with all applicable requirements of the San Joaquin County Environmental Health Department.

C. Development Services Department, Engineering Division Conditions

Contact: Majeed Mohamed (209) 831-6425 majeed.mohamed@cityoftracy.org

C.1. General Conditions

Developer shall comply with the applicable sections of approved documents and/or recommendations of the technical analyses/reports prepared for the Project listed as follows:

1) Storm Drain Technical Memorandum prepared by Wood Rodgers, of Roseville, CA dated November 10, 2021;
2) Traffic Analysis and Engineering Review prepared by Kimley-Horn and Associates of San Jose, CA dated May 25, 2022;

C.2. RESERVED
C.3. RESERVED

C.4. Grading Permit

All grading work (on-site and off-site) shall require a Grading Plan. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Geotechnical Engineer.

Prior to the release of the Grading Permit for the Project, Developer shall provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1 Developer has completed all conditions set forth in this section.

C.4.2 Developer has obtained the approval (i.e. recorded easements for slopes, drainage, utilities, access, parking, construction, etc.) of all other public agencies and/or private entities with jurisdiction or interest over the required public and/or private facilities and/or property. Written permission from affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.

C.4.3 Developer has obtained a demolition permit to remove any existing structure located within the project's limits.

C.4.4 All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

C.4.5 The Improvement Plans for all improvements to serve the Project (on-site and off-site) including the Grading Plan shall be prepared in accordance with the City's Subdivision Ordinance (Tracy Municipal Code Chapter 12.36), City Design Documents as defined in Title 12 of the Tracy Municipal Code, and these Conditions of Approval.

C.4.6 On-site Grading Plan shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound (min.) bond paper and PDF. These plans shall use the City's Title Block. Improvement Plans shall be prepared under the supervision of, stamped and signed by the Project's Registered Civil Engineer of Record and the Project's Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the plans prior to submitting the mylars to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Grading Plan approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Improvement Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.

C.4.7 Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.8 For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

For Projects on property smaller than one (1) acre: Prior to the issuance of the Grading Permit, the Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and 1 hard copy of the City of Tracy Erosion and Sediment Control Plan (ESCP) for approval. Cost of preparing the ESCP including any annual storm drainage fees shall be paid by the Developer. Developer shall comply with all the requirements of the ESCP, applicable BMPs and the Post-Construction Stormwater Standards adopted by the City in 2015 and any subsequent amendment(s).

C.4.9 Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by the Project's Registered Geotechnical Engineer. The technical report must include relevant information related to, but not limited to, soil types and characteristics; soil bearing capacity; recommendations of soil and pavement compaction, import fill gradation, retaining wall design, slope gradients, flexible and in-flexible pavement (including paving calculations such as 5-values, gravel factors, gravel equivalence); bore logs; elevation of the highest observed groundwater level; infiltration testing at the bottom floor elevation of the proposed basin; and other design recommendations or geotechnical tests to the satisfaction of the City Engineer.

C.4.10 Minor Retaining – Developer shall use reinforced or engineered masonry blocks for retaining soil at property lines when the grade differential among the in-tract lots exceeds twelve (12) inches. Developer will include construction details of these minor retaining walls with the on-site Grading Plan. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical) unless the Project's Registered Geotechnical Engineer signs and stamps a geotechnical report letter that supports a steeper slope gradient. Slope easements may be required and will be subject to approval by the City Engineer.

Minor Retaining along Project Perimeter – Developer shall use reinforced or engineered masonry blocks for retaining soil along the Project boundary and adjacent property(s) when the grade differential exceeds 12-inches. Developer will include construction details for these minor retaining walls with the on-site Grading Plan. Developer may use slopes to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical). Slope easements may be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.

Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent property or public right of way, up to a maximum grade differential of two (2) feet, subject to approval by the City Engineer.

Slope easements will be recorded, prior to the issuance of the Grading Permit. The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City, prior to the issuance of the Grading Permit.

Walls - Developer shall show proposed retaining walls and masonry walls on the on-site Grading Plan. The Developer is required to submit improvement plans, construction details, and structural calculations for retaining walls and masonry walls to Building and Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.

C.4.11 Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).

C.4.12 Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

C.4.13 Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.4.14 Developer shall underground existing overhead utilities such as electric, TV cable, telephone, and others. Each dry utility shall be installed at the location approved by the respective owner(s) of dry utility and the Developer shall coordinate such activities with each utility owner. All costs associated with the undergrounding shall be the sole responsibility of the Developer and no reimbursement will be due from the City. Developer shall submit undergrounding plans. Referenced and incorporated herein are Title 11 and Title 12 of the Tracy Municipal Code. Exemptions from this condition are further clarified in the aforementioned code sections.

C.4.15 If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any potential archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan Environmental Impact Report; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5. Improvement Agreement(s)

All construction activity involving public improvements will require a fully executed improvement agreement (Off-site, Subdivision, and/or Inspection). Any construction activity involving public improvements without a fully executed improvement agreement is prohibited. All public improvements shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Civil Engineer of Record.

Prior to the consideration of City Council's approval of said improvement agreement, the Developer shall provide all documents related to said improvements required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.5.1. Off-site and/or Public Infrastructure Improvement Plans prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound (min.) bond paper and PDF that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block and, if necessary, contain a signature block for the Fire Marshal. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Landscape Architect for the relevant discipline. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the plans including signatures by Fire Marshal to submitting the mylars to Engineering Division for City Engineer's signature. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

C.5.1.a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

C.5.1.b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

C.5.1.c. A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.5.1.d. Storm Water - Storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the Project's storm drainage overland release point will be directly to an adjacent public right-of-way with a functional storm drainage system and the existing storm drainage line has adequate capacity to drain storm water from the Property. The storm drainage release point is recommended to be at least 0.70-feet lower than the building finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

The minimum building finish floor elevation shall be 18.5 feet.

The Project's permanent storm drainage connection(s) shall be designed and constructed in accordance with City Regulations. The design of the permanent storm drainage connection shall be shown on the Grading Plans with calculations for the sizing of the storm drain pipe(s), and shall comply with the applicable requirements of the City's storm water regulations adopted by the City Council in 2012 and any subsequent amendments. Developer shall also comply with and/or construct the recommended mitigations as described in the storm drain technical memorandum.

Developer and its heirs shall be responsible for repairing and maintaining the on-site storm water treatment system at the Developer's (and heirs') sole cost and expense.

C.5.1.e Sanitary Sewer - It is the Developer's responsibility to design and construct the Project's permanent on-site sanitary sewer (sewer) improvements including the Project's sewer connection in accordance with the City's Design Standards, City Regulations and Standard Specifications. Sewer improvements shall include but not limited to, replacing asphalt concrete pavement, reconstructing

curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's permanent sewer connection. Developer shall submit improvement plans that include the design of the sewer line from the Property to the point of connection.

Developer shall remove and replace the existing sewer lateral along Tracy Boulevard with a ten (10) inch sewer lateral (minimum). The said sewer lateral installation shall be subject to Condition C.8.1.

C.5.1.f Water Distribution - Developer shall design and construct domestic and irrigation water service that comply with the City Regulations. Water line sizing, layout and looping requirements for this Project shall comply with City Regulations. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least seventy-two (72) hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the off-site water mains and connections.

The Project's water service connections shall use a remote-read (radio-read) master water meter and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the inspection of the building. The location of the meters shall be per City Regulations and shall not in the driveway. Other proposed locations shall be approved to the satisfaction of the City Engineer.

All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.

Fire Service Line – Location and construction details of fire service line including fire hydrant(s) that are to serve the Project shall be approved by the Fire Marshal. Prior to the approval of the Improvement Plans by the City Engineer, the Developer shall obtain written approval from the Fire Marshal, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed or planned to serve the Project.

C.5.1.g Streets – The Developer shall have frontage improvements. All streets and utilities improvements within City right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design Documents including the City's Facilities Master Plan for storm drainage, roadways, wastewater, and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City. The Developer shall construct frontage improvements as described below.

Larch Road
The Developer shall dedicate right of way as required to conform with the City of Tracy Transportation Master Plan (TMP), dated November 2012, Horizon Year four (4) lane major arterial with median cross section (twenty-two {22} feet total for landscaping and sidewalk along the project frontage, excluding the Public Utility Easement {P.U.E.}). In addition, the Developer shall record a ten (10) foot wide P.U.E. immediately behind the new property line.

Developer shall remove the existing curb gutter and sidewalk along northern property frontage and replace it with new asphalt, landscaping, sidewalk, curb and gutter per current City Standards.

Developer shall construct a ten (10) foot sidewalk/Class I Bikeway located immediately behind a seven (7) landscaped parkway.

Developer shall construct a commercial driveway per current City Standards

Street cuts and trenching related to utility installation in Larch Road shall be subject to Condition C.8.1

Tracy Boulevard
Developer shall remove the southernmost existing commercial driveway along the easterly frontage of the property and replace it

with new asphalt, landscaping, sidewalk, curb, and gutter per current City Standards.

Developer shall remove the northernmost existing commercial driveway along the easterly frontage of the property and replace it with a commercial driveway per current City Standards.

Street cuts and trenching related to utility installation in Tracy Boulevard shall be subject to Condition C.8.1

Developer shall record a ten (10) foot wide P.U.E. immediately behind the new/existing property line.

Larch Road and Tracy Boulevard
Developer shall construct or re-construct cracked, settled, and/or damaged portland cement concrete curb, gutter, and sidewalk, landscaping and its automatic irrigation system, street trees, fire hydrants and streetlights along the Project's frontage.

Developer shall restripe the existing northbound right turn lane to be a shared through/right turn lane at the south leg of the Larch Road and Tracy Boulevard intersection. In addition, the Developer shall restripe the northbound receiving lanes to include two (2) northbound through lanes at the north leg of said intersection. Lastly, the outside receiving lane at the north leg shall be restriped to merge before the roadway narrows just north of the said intersection.

Developer shall also construct the recommended mitigations described in the traffic technical memorandum.

Developer shall preserve the existing trees on the project's frontage.

Along the Project frontage, Developer shall construct a landscaped and irrigated parkway. Landscape and irrigation plans shall be prepared on a 24-inch x 36-inch size 20-pound (min.) bond paper and PDF that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block. Said landscape and irrigation plan shall be prepared by a California licensed landscape architect.

C.5.2. Joint Trench Plans and Composite Utility Plans, prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound (min.) bond paper and PDF for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within a PUE, if existing, to be installed to serve the Project. All private utility services to serve Project must be installed

underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or proposed utility easement to the building(s).

C.5.3. Payment of applicable fees required by City Regulations, and these Conditions of Approval including but not limited to plan checking, grading, construction inspection, agreement processing, encroachment permits, and testing fees.

C.5.4. Project Engineer's reasonable cost estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.5.5. Traffic Control Plan - Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

C.5.6. No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistance, and shall be either pinned and recessed into the pavement or ramped on all sides. Ramps will be made of cold-mix asphalt concrete, be a minimum two-foot wide, and will run the entire length of each side.

C.5.6 If at any point during utility installation or construction in general that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5.7 Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.

Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.6. Building Permit

Prior to the release of a building permit within Project boundaries, the Developer shall demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.6.1 Developer has satisfied all conditions in C.1 through C.4 in these Conditions of Approval and has obtained a City approved Grading Permit.

C.6.2 Developer shall pay any applicable development impact fees.

C.7 Acceptance of Public Improvements

Prior to the consideration of City Council's acceptance of public improvements, the Developer shall demonstrate to the reasonable satisfaction of the City Engineer, completion of the following:

C.7.1 Developer has satisfied all conditions in C.1 through C.6 in these Conditions of Approval.

C.7.2 Prior to improvement acceptance, Developer submitted the Storm water Treatment Facilities Maintenance Agreement (STFMA) to the Utilities Department.

C.7.3 Developer has satisfactory completed construction of all required/conditioned improvements. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7.4 Certified "As-Built" On-site Grading and Off-Site Improvement Plans (or Record Drawings) - Prior to improvement acceptance, Developer shall cause its design professionals(s) to prepare Certified "As-Built" grading and off-site Improvement Plans (or Record Drawings). Said Record Drawings shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size 4-millimeter-thick polymer film (mylar). Developer shall re-obtain all signatures from outside agencies prior to submitting the Record Drawings to the City.

C.7.5 Prior to improvement acceptance, Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter, sidewalk and other public improvements associated with the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.7.6 Prior to improvement acceptance, Developer has completed the ninety (90) day public landscaping maintenance period.

C.7.7 Prior to improvement acceptance, per Section 21107.5 of the California Vehicle Code, Developer shall install signs at all entrance(s) of the Project stating that the streets are privately owned and maintained and are not subject to the public traffic regulations or control. Said signs must be conspicuously placed, plainly visible, and legible during daylight hours from a distance of one hundred (100) feet, if applicable.

C.7.8 Survey Monuments – Prior to improvement acceptance, Developer shall submit centerline tie sheets, corner records, a record of survey, etc. for the following: new public streets; re-established survey monuments, damaged, destroyed, altered, and/or reconstructed any existing curb returns, survey monuments and/or benchmarks. Any survey document will be submitted to the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

C.7.9 Prior to improvement acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

C.7.10 Prior to improvement acceptance, Developer shall submit warranty bonds.

C.8 Special Conditions

C.8.1 When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2020 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

C.8.2 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the

improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

C.8.3 Prior to the release of the Building Permit, if water is required for the Project, the Developer shall obtain an account for the water service and register the water meter with the Finance Department. Developer shall pay all fees associated with obtaining the account number for the water service.

C.8.4 Prior to acceptance of the public improvements, Developer shall cause its design professional to provide to the City in both AutoCAD format, and Shape File format (both in versions approved by the City), the public improvements associated with this Project.

C.8.5 Prior to release of Building Permit, Developer shall record a temporary construction easement to allow for the reconstruction of existing curb ramp that is partially located on the neighboring parcel to the east. The said easement shall be recorded with the San Joaquin County Recorder's office and a copy shall be presented to the City to be filed with the City Clerk.

D. Utilities Department, Water Resources Division Conditions

Contact: Stephanie Hiestand (209) 831-6333 stephanie.hiestand@cityoftracy.org

D.1. Prior to issuance of a construction or building permit, the applicant shall demonstrate compliance with the 2015 Post-Construction Stormwater Standards (PCSWS) Manual and obtain approval through the following:

D.1.1. Develop a Project Stormwater Plan (PSP) that identifies the methods to be employed to reduce or eliminate stormwater pollutant discharges through the construction, operation and maintenance of source control measures, low impact development design, site design measures, stormwater treatment control measures and hydromodification control measures.

D.1.1.a. Design and sizing requirements shall comply with PCSWS Manual.
D.1.1.b. Demand Management Areas must be clearly designated along with identification of pollutants of concern.
D.1.1.c. Calculations of the Stormwater Design Volume and/or Design Flow with results from the Post-Construction Stormwater Runoff Calculator must be submitted in the PSP for approval.
D.1.1.d. Per the PCSWS Manual, include a hydromodification management plan ensuring the post-project runoff flow rate shall not exceed

estimated pre-project flow rate for the 2- year, 24 hour storm.

D.1.1.e. Submit one (1) hard copy of the PSP and an electronic copy to the Utilities Department (WaterResources@cityoftracy.org), include the project name, address and Project # and/or Permit # in the title or subject line.

D.1.2. A separate plan sheet(s) designated SW shall be submitted in the plan set that includes the identified methods for pollution prevention outlined in the submitted PSP. You must include all standards, cross sections and design specifications such as landscape requirement in treatment areas including type of irrigation installation and/or height of drain inlet above the flow line, etc. in these SW plan sheets along with legend.

D.1.3. Develop and electronically submit to the Utilities Department for approval (WaterResources@cityoftracy.org) a preliminary Operations and Maintenance (O & M) Plan that identifies the operation, maintenance, and inspection requirements for all stormwater treatment and baseline hydromodification control measures identified in the approved PSP.

D.1.4. No later than two (2) months after approval notification of the submitted PSP, the applicant shall electronically submit the following information to the Utilities Department (WaterResources@cityoftracy.org) for development of a draft stormwater maintenance access agreement, in accordance with the MAPCSWS:

i. Property Owner(s) name and title report; or Corporate name(s) and binding documents (resolutions, etc) designating ability to sign agreement
ii. Property Address
iii. Exhibit A – legal property description
iv. Exhibit B – approved O & M Plan

D.2. Prior to issuance of a grading permit, the applicant shall provide proof of permit coverage under the Construction General Permit and submittal of an electronic Stormwater Pollution Prevention Plan (SWPPP), to be submitted to WaterResources@cityoftracy.org.

D.3. Prior to Certificate of Occupancy, the applicant shall complete the following to the satisfaction of the Utilities Director:

D.3.1. Return to the Utilities Department, two legally signed and notarized copies of the final maintenance access agreement including all exhibits and approved O & M plan previously submitted and received from the Utilities Department.

D.3.2. Obtain final approval by the Utilities Department of the constructed and installed Stormwater pollution prevention methods outlined in the PSP. Frequent inspections of the Post- Construction treatment measures should occur during the construction phase by calling 209- 831-6333.

D.3.3. The project shall be in full compliance with Construction General Permit including 70% stabilization of the project with Notice of Termination approval.

D.4. Before the approval of a construction, grading or building permit, the applicant shall demonstrate compliance with Tracy Municipal Code Chapters 11.28 and 11.34 and Chapter 4 or 5 of the California Green Building Standards Code to the satisfaction of the Utilities Director.

D.5. Prior to issuance of a construction or building permit, applicant shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and obtain approval by the Utilities Department through the following:

D.5.1. Develop and submit electronically and by hard copy, a Landscape Document Package (LDP) that identifies the methods to be employed to reduce water usage through proper landscape design, installation and maintenance. This LDP shall consist of:

i. A project information sheet that includes the checklist of all documents in the LDP;
ii. The Water Efficient Landscape Worksheets that include a hydrozone information table and the water budget calculations – Maximum Applied Water Allowance and Estimate Total Water Use;
iii. A soil management report, after compaction and from various locations throughout the project;
iv. A landscape design plan that includes the statement, "I agree to comply with the requirements of the 2015 water efficient landscape ordinance and shall submit for approval a complete Landscape Document Package:
v. An irrigation design plan with schedule; and
vi. A grading design plan.

D.5.2. A Certificate of Completion must be completed, signed, and

submitted to the Utilities Department prior to Final approval for Occupancy.

E. Development Services Department, Building & Fire Safety Conditions

Contact: Phillip Rainone (209) 831-6413 phillip.rainone@cityoftracy.org

E.1. At time of Building permit submittal, the applicant to clarify location of recycled car wash equipment, including the sand/oil separator and clarifier tank.

E.2. There are multiple buildings that are proposed in the 200-year flood plain. Therefore, at time of building permit application submittal, the applicant shall provide substantial reports prepared by Registered Civil Engineer for the City to make an official finding that will allow the development in the 200-year flood plain.

E.3. At the time of building permit application submittal, applicant shall provide accessible parking stalls as close to the front entrance as possible per CBC 11B-208.3.1 for QSR #1 and #2.

E.4. Prior to the construction of each building or structure, applicant shall submit construction documents, plans, specifications and/or calculations to the Building Safety Division, which meet all requirements of Title 24 California Code of Regulations and City of Tracy Municipal Codes, as applicable.

E.5. Doors used as a means of egress shall be provided an accessible route to the public way per CBC 11B-206.2.

E.6. At time of building permit application submittal, the applicant shall ensure that the cross slope of the valley gutter does not exceed 2% per CBC 11B-403.3 or they may relocate the valley gutter to a different location where it is not located in the path of travel to the gas pumps.

F. South San Joaquin County Fire Authority Conditions

Contact: Daniel Stowe (209) 831-6707 daniel.stowe@sjcfire.org

F.1 Prior to construction, applicant shall submit construction documents to the South San Joaquin County Fire Authority for review and approval.

F.1.1. Each building and structure will be classified as separate submittals and should be submitted for review separately.

F.1.2. Construction documents shall be designed to the current edition of the California Code of Regulations, Title 24, as amended by the City of Tracy Municipal Code.

F.1.3. Deferred submittals shall be listed on the coversheet of each page for any fire protection system - fire service underground, fire sprinkler system, fire standpipe system, or the fire alarm system. Each deferred submittal shall be

submitted, reviewed and approved by SSJCFA prior to installation.

F.2. Engineering and building permit applications received by our offices are subject to the current fee schedule for South San Joaquin County Fire Authority. Contact our offices for additional information.
F.2.1. Application processing fees and minimum plan review fees are due at time of submittal of construction documents.
F.2.2. Additional plan review fees, minimum inspection fees and administrative fees are calculated on approval of project and shall be paid prior to issuance of permit.
F.2.3. Permit holder is responsible for any additional inspection fees incurred and shall be paid prior to final inspection.

F.3. Prior to construction, all-weather fire apparatus access roads shall be installed. Fire apparatus access roads during construction shall have a minimum 20' unobstructed width in accordance with CFC §503.
F.4. Prior to construction, an address must be posted at the construction site entrance. Address must be a minimum of 4 inches high by ½ inch numerals. Address must be provided so that emergency service personnel can locate the construction site in the event of an emergency.

G. The following conditions provide the applicant with options for funding required Citywide services.

Contact: Guadalupe Pena 209.831.6834 Guadalupe.pena@cityoftracy.org

G.1. Streets and Streetlights

Before issuance of any building permit for the Property, Developer shall provide for perpetual funding of the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure"), by doing one of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District (CFD). Developer shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the Property, which requires that prior to the final inspection, Developer shall complete the annexation of the Property to City of Tracy Community Facilities District in compliance with the requirements of the Mello – Roos Community Facilities Act of 1982 (Gov. Code § 53311 et seq.) including, without limitation, affirmative votes, and the recordation of a Notice of Special Tax Lien. Developer shall be responsible for all costs associated with the CFD proceedings.

Or

b. POA and dormant CFD. If the POA is the chosen funding mechanism, Developer

must do the following:

1) Form a Property Owner's Association (POA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure");

2) Cause the POA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property prior to the final inspection, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) of the POA to ensure the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure");

3) Before final inspection, annex into a CFD in a "dormant" capacity, to be triggered if the POA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of operation, maintenance and replacement for the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure"). The dormant tax or assessment shall be disclosed to all property owners, even during the dormant period.

Or

c. Direct funding. Developer shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to approval of final inspection, Developer shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure").

If the provisions for adequate funding of the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement

Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure") are met prior to issuance of the building permit for the Property, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

G.2. Landscaping Maintenance

Prior to issuance of any building permit for the Property, Developer shall provide for perpetual funding of the on-going costs of operation, maintenance and replacement for public landscaping for the Property at a high-quality service level as determined by the Parks Director by doing one of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. The Developer shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates the following: (1) prior to issuance of a building permit, the Developer shall form or annex into a Community Facilities District (CFD) for funding the on-going costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan; (2) the items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems; masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks, and public open space areas and trails; (3) formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien; (4) upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment; (5) prior to issuance of a building permit, the Developer shall deposit an amount equal to the first year's taxes; and (6) the Developer shall be responsible for all costs associated with formation or annexation of the CFD.

   Or

b. POA and dormant CFD. If the POA is the chosen funding mechanism, the Developer must do the following:

   1. Form a Property Owner's Association (POA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas that will serve the Property;

   2. Cause the POA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property prior to the final inspection, setting forth, among other

things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the POA of all public landscape areas that will serve the Property;

3. Make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas that will serve the Property;

4. Before final inspection, annex into a CFD in a "dormant" capacity, to be triggered if the POA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all property owners, even during the dormant period.

Or

c. Direct funding. The Developer shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit, the Developer shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full on-going maintenance costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. The items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks, and public open space areas and trails.

Exhibit B – Property Description

LEGAL DESCRIPTION OF PARCEL ONE

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

LOT ONE (1) OF TRACT 1255, GAYNER GARDENS, AS SHOWN UPON MAP FILED FOR RECORD MAY 25, 1977 IN VOL. 22 OF MAPS AND PLATS, PAGE 70, SAN JOAQUIN COUNTY RECORDS.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER MINERALS LYING BELOW A DEPTH OF FIVE HUNDRED (500) FEET FROM THE SURFACE OF SAID REAL PROPERTY.

LEGAL DESCRIPTION OF PARCEL TWO

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL TWO:

LOT 7 IN BLOCK 7 OF TRACY GARDEN FARMS, ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN VOL. 8 OF MAPS, PAGE 1, SAN JOAQUIN COUNTY RECORDS.

EXCEPT THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 7 AND THE EAST LINE OF TRACY ROAD, FORMERLY ISLAND ROAD, RUNNING ALONG THE WEST LINE OF SAID LOT THENCE NORTHERLY ALONG THE EAST LINE OF SAID ROAD, 227 FEET TO A POINT; THENCE EASTERLY AND PARALLEL TO THE SOUTH LINE OF SAID LOT, 224 FEET TO A POINT; THENCE SOUTHERLY PARALLEL TO THE WEST LINE OF SAID LOT, 227 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT, 224 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THOSE PORTIONS CONVEYED TO THE STATE OF CALIFORNIA BY DEEDS, RECORDED MARCH 30, 1966 IN BOOK 3037, PAGE 410, SAN JOAQUIN COUNTY RECORDS AND APRIL 29, 1968 IN BOOK 3205, PAGE 319, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM THOSE PORTIONS CONVEYED TO THE CITY OF TRACY, BY DEEDS RECORDED FEBRUARY 11, 1972 IN BOOK 3618, PAGE 582, SAN JOAQUIN COUNTY RECORDS AND JUNE 14, 1976 IN BOOK 4138, PAGE 245, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM LOTS 1, 2 AND 3, OF TRACT 1255, GAYNER GARDENS, AS SHOWN UPON MAP FILED FOR RECORD MAY 25, 1977 IN VOL. 22 OF MAPS AND PLATS, PAGE 70, SAN JOAQUIN COUNTY RECORDS.

Exhibit C – Contact Information of Authorized Representative

Name of Person	Company Name	Telephone Number
Mohammad Amini	3788 Tracy, LLC	(408) 638-1339
Hamid Amini	3788 Tracy, LLC	(925) 819-2340

Remainder of the Page Intentionally Left Blank

Exhibit D – Irrevocable Offer of Dedication

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APN: 212-250-01

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, 3788 Tracy LLC represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 18 day of November, 2024

Corporation/Business Name: 3788 Tracy LLC

Grantor Signatures: _____
Signature

Hamid REZA Amini-Filabadi owner
Print Name and Title

_____
Signature

Hamid REZA Amini-filabadi
Print Name and Title

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.*
Partnership - signature of a partner required
Sole Proprietorship - signature of proprietor required
LLC – signature of proprietor or partner required

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, ____, and the grantee consents to the recordation thereof.

DATED: _____

_____
By: _____
City of Tracy

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION

LEGAL DESCRIPTION

A portion of Parcel One, as described in Grant Deed, filed for record December 4, 2020 as Document No. 2020-169705, San Joaquin County Records and situate in Rancho El Pescadero, City of Tracy, County of San Joaquin, State of California, being more particularly described as follows:

COMMENCING at a 2" diameter brass disk at the intersection of the centerlines of Tracy Boulevard and Larch Road, as shown on that certain map, filed for record July 26, 2005 in Book 23 of Parcel Maps at Page 130, San Joaquin County Records; thence along said centerline of Larch Road (60 feet wide) South 89°32'30" East 248.97 feet; thence at right angles from said centerline course South 00°27'30" West 30.00 feet to a point on the South right-of-way line of Larch Road, last said point being also the northeast corner of said Parcel One and the **TRUE POINT OF BEGINNING;**

thence (1), along the East line of said Parcel One South 00°22'56" West 24.00 feet;

thence (2), parallel with and 24.00 feet distant at right angles South of said South right-of-way line North 89°32'30" West 186.90 feet;

thence (3), southwesterly 31.44 feet along the arc of a curve concave to the southeast having a radius of 20.00 feet through a central angle of 90°04'34" to a point of cusp, said point of cusp being also a point on the East right-of-way line of said Tracy Boulevard;

thence (4), along said East right-of-way line, parallel with and 42.00 feet distant at right angles East of said centerline of Tracy Boulevard North 00°22'56" East 24.00 feet;

thence (5), northeasterly 31.44 feet along the arc of a curve concave to the southeast having a radius of 20.00 feet through a central angle of 90°04'34" to a point on said South right-of-way line;

thence (6), along said South right-of-way line, parallel with and 30.00 feet distant at right angles South of said centerline of Larch Road South 89°32'30" East 186.90 feet to the True Point of Beginning.

Containing 4,966 square feet (0.11 acres), more or less.

SUBJECT TO all easements and/or rights-of-way of record.

The Basis of Bearings for this description is South 89°33'22" East between City of Tracy G.P.S. monuments nos.2007 and 2008, as calculated from data shown on that certain map titled "Geodetic Control Network City of Tracy", filed for record June 26, 2007 in Book 36 of Surveys Page 118, San Joaquin County Records. Distances shown are ground distances.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.



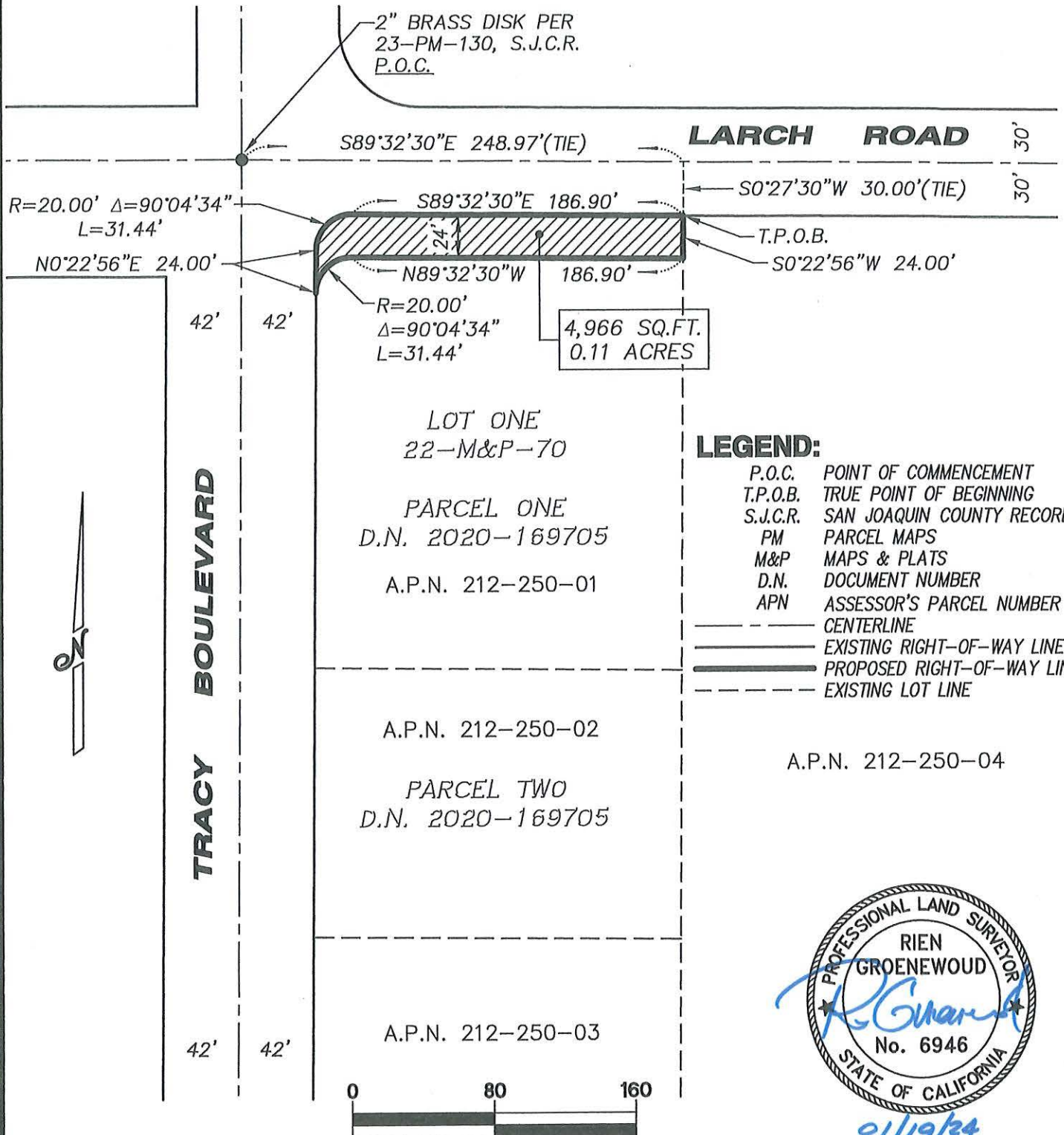
Rien Groenewoud, P.L.S. 6946

01/19/24

EXHIBIT B

PLAT

EXHIBIT "B"



LEGEND:

P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
S.J.C.R.	SAN JOAQUIN COUNTY RECORDS
PM	PARCEL MAPS
M&P	MAPS & PLATS
D.N.	DOCUMENT NUMBER
APN	ASSESSOR'S PARCEL NUMBER
— - —	CENTERLINE
———	EXISTING RIGHT-OF-WAY LINE
———	PROPOSED RIGHT-OF-WAY LINE
- - - -	EXISTING LOT LINE

PROFESSIONAL LAND SURVEYOR
RIEN GROENEWOUD
No. 6946
STATE OF CALIFORNIA

01/19/24

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NorthStar
Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF PARCEL ONE AND PARCEL TWO AS DESCRIBED IN DOCUMENT No. 2020-169705, S.J.C.R., AND SITUATE IN RANCHO EL PESCADERO.

TRACY SAN JOAQUIN COUNTY CALIFORNIA

JOB:	J20-2750
DATE:	01/19/24
SCALE:	1"=80'
DRAWN:	RG
DESIGN:	RG
CHK'D:	RG
SHEET	01 OF 01

DWG NAME: K:\J20-2750 Triangle Place\DWG\Mapping\Easements\J20-2750 ROW Easements.dwg PLOTTED: 01/19/24 14:30

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 ALAMEDA }

On 11/18/2024 before me, VIJAY SEHGAL NOTARY PUBLIC
(Here insert name and title of the officer),

personally appeared HAMID REZA AMINI-ESLAMADI,
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.

Vijay Sehgal
Notary Public Signature

VIJAY SEHGAL
COMM. # 2360715
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
MY COMM. EXP. JUNE 9, 2025

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Dedication Legal Description
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date 11/18/24

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APN: 212-250-01

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, 3788 Tracy LLC represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

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SIGNATURE PAGE

Signed this 18 day of November, 2024

Corporation/Business Name: 3788 Tracy LLC

Grantor Signatures: _____
Signature

Hamid REZA Amini-Filabadi owner
Print Name and Title

_____
Signature

Hamid REZA Amini-filabadi
Print Name and Title

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.*
Partnership - signature of a partner required
Sole Proprietorship - signature of proprietor required
LLC – signature of proprietor or partner required

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, ____, and the grantee consents to the recordation thereof.

DATED: _____

_____
By: _____
City of Tracy

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION

LEGAL DESCRIPTION

A portion of Parcel One, as described in Grant Deed, filed for record December 4, 2020 as Document No. 2020-169705, San Joaquin County Records and situate in Rancho El Pescadero, City of Tracy, County of San Joaquin, State of California, being more particularly described as follows:

COMMENCING at a 2" diameter brass disk at the intersection of the centerlines of Tracy Boulevard and Larch Road, as shown on that certain map, filed for record July 26, 2005 in Book 23 of Parcel Maps at Page 130, San Joaquin County Records; thence along said centerline of Larch Road (60 feet wide) South 89°32'30" East 248.97 feet; thence at right angles from said centerline course South 00°27'30" West 30.00 feet to a point on the South right-of-way line of Larch Road, last said point being also the northeast corner of said Parcel One and the **TRUE POINT OF BEGINNING;**

thence (1), along the East line of said Parcel One South 00°22'56" West 24.00 feet;

thence (2), parallel with and 24.00 feet distant at right angles South of said South right-of-way line North 89°32'30" West 186.90 feet;

thence (3), southwesterly 31.44 feet along the arc of a curve concave to the southeast having a radius of 20.00 feet through a central angle of 90°04'34" to a point of cusp, said point of cusp being also a point on the East right-of-way line of said Tracy Boulevard;

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SUBJECT TO all easements and/or rights-of-way of record.

The Basis of Bearings for this description is South 89°33'22" East between City of Tracy G.P.S. monuments nos.2007 and 2008, as calculated from data shown on that certain map titled "Geodetic Control Network City of Tracy", filed for record June 26, 2007 in Book 36 of Surveys Page 118, San Joaquin County Records. Distances shown are ground distances.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.



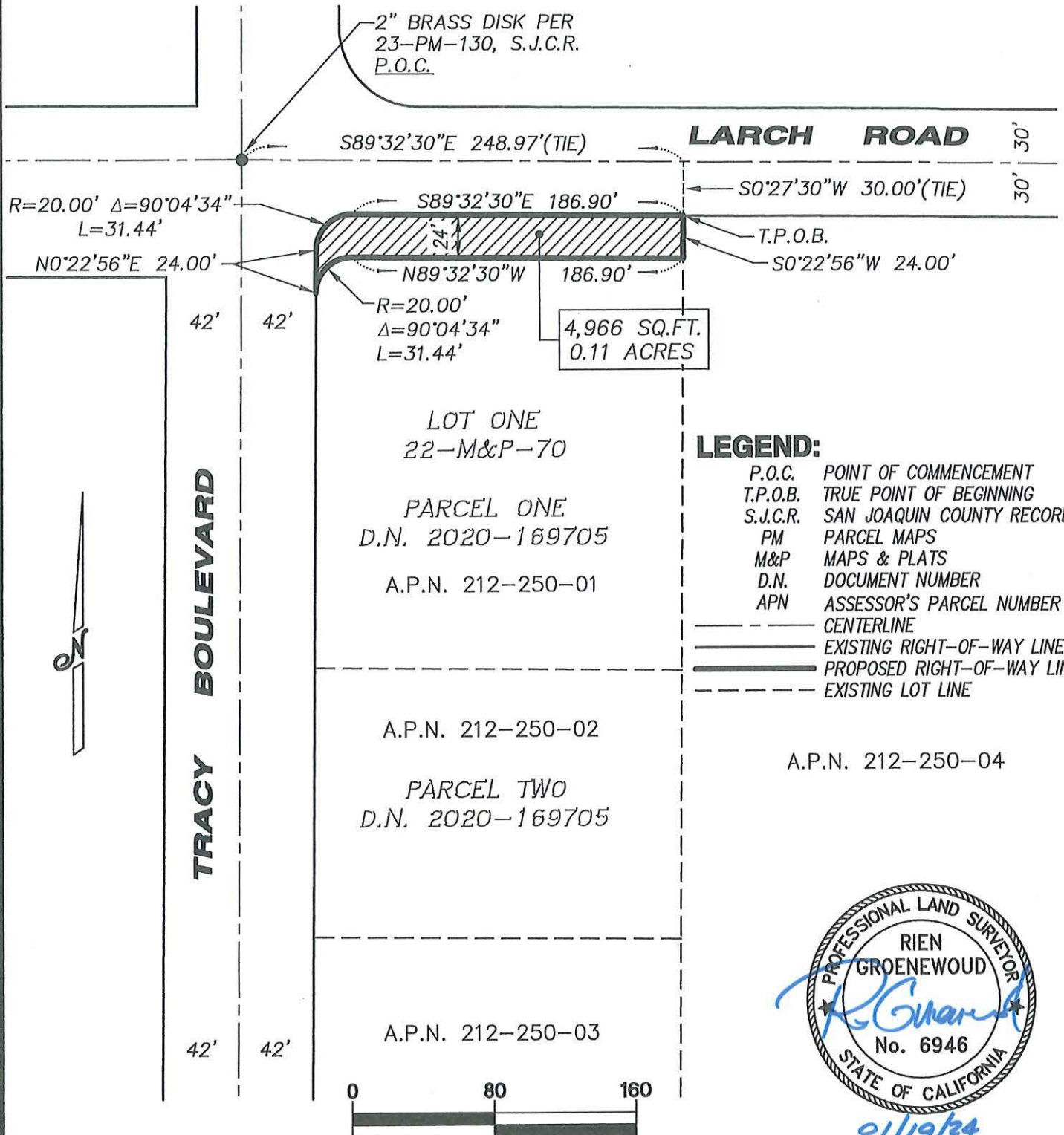
Rien Groenewoud, P.L.S. 6946

01/19/24

EXHIBIT B

PLAT

EXHIBIT "B"



LEGEND:

P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
S.J.C.R.	SAN JOAQUIN COUNTY RECORDS
PM	PARCEL MAPS
M&P	MAPS & PLATS
D.N.	DOCUMENT NUMBER
APN	ASSESSOR'S PARCEL NUMBER
— - —	CENTERLINE
———	EXISTING RIGHT-OF-WAY LINE
———	PROPOSED RIGHT-OF-WAY LINE
- - - -	EXISTING LOT LINE

PROFESSIONAL LAND SURVEYOR
RIEN GROENEWOUD
No. 6946
STATE OF CALIFORNIA

01/19/24

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NorthStar
Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF PARCEL ONE AND PARCEL TWO AS DESCRIBED IN DOCUMENT No. 2020-169705, S.J.C.R., AND SITUATE IN RANCHO EL PESCADERO.

TRACY SAN JOAQUIN COUNTY CALIFORNIA

JOB:	J20-2750
DATE:	01/19/24
SCALE:	1"=80'
DRAWN:	RG
DESIGN:	RG
CHK'D:	RG
SHEET	01 OF 01

DWG NAME: K:\J20-2750 Triangle Place\DWG\Mapping\Easements\J20-2750 ROW Easements.dwg PLOTTED: 01/19/24 14:30

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 ALAMEDA }

On 11/18/2024 before me, VIJAY SEHGAL NOTARY PUBLIC
(Here insert name and title of the officer),

personally appeared HAMID REZA AMINI-ESLAMADI,
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.

Vijay Sehgal
Notary Public Signature

VIJAY SEHGAL
COMM. # 2360715
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
MY COMM. EXP. JUNE 9, 2025

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Dedication Legal Description
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date 11/18/24

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
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City of Tracy

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Adrianne Richardson, City Clerk
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Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)

Space above this line for Recorder's
APN: 212-250-01
212-250-02

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, 3788 Tracy LLC (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement and right-of-way for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, over, above, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference. Without limitation, the easement rights granted herein include the following: (a) right to install and maintain any and all public utility facilities including but not limited to poles, wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, from the easement herein described, across the lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not interfere with Grantor's reasonable use of its remainder property; (b) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, and beside said easement and right-of-way; and (c) right to deposit tools, implements and material there on.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever and wherever necessary for the purposes above set forth. Grantor shall not plant any trees or bushes within or erect, construct or install any fence, wall, irrigation or any other type of structure, improvement or private utilities over, across or upon said easement and right-of-way without first obtaining written permission from Grantee, which shall not be unreasonably withheld. Grantor shall keep the easement area clear from any obstacles that will make the area un-accessible. The conveyance of said easement and right-of-way is made for the benefit of all parties who have or may acquire any right, title, or interest in any part of the above-described real property. This conveyance is binding

on the Grantor, its heirs, assigns or successors in interest.

Signed this 18 day of NOVEMBER, 2024

Grantor Name: 3788 Tracy LLC

Grantor Signatures: _____
Signature

Hamid REZA Amini-Filabadi Owner
Print Name and Title

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT "A"

10.00 FOOT WIDE-PUBLIC UTILITY EASEMENT

LEGAL DESCRIPTION

A portion of Parcel One and Parcel Two, as described in Grant Deed, filed for record December 4, 2020 as Document No. 2020-169705, San Joaquin County Records and situate in Rancho El Pescadero, City of Tracy, County of San Joaquin, State of California, being a strip of land 10.00 feet wide, the northerly, northwesterly and westerly line of which is described as follows:

COMMENCING at a 2" diameter brass disk at the intersection of the centerlines of Tracy Boulevard and Larch Road, as shown on that certain map, filed for record July 26, 2005 in Book 23 of Parcel Maps at Page 130, San Joaquin County Records; thence along said centerline of Larch Road (60 feet wide) South 89°32'30" East 248.93 feet to the northerly extension of the East line of said Parcel One; thence along said northerly extension and said East line of Parcel One South 00°22'56" West 54.00 feet to the **TRUE POINT OF BEGINNING;**

thence (1), parallel with and 54.00 feet distant at right angles South of said centerline of Larch Road North 89°32'30" West 186.90 feet;

thence (3), southwesterly 31.44 feet along the arc of a curve concave to the southeast having a radius of 20.00 feet through a central angle of 90°04'34" to a point on the East right-of-way line of said Tracy Boulevard;

thence (4), along said East right-of-way line, parallel with and 42.00 feet distant at right angles East of said centerline of Tracy Boulevard South 00°22'56" West 358.94 feet to a point on the South line of said Parcel Two and the terminal point of this description. The sidelines of strip to be shortened or lengthened to terminate at said East line of Parcel One and said South line of Parcel Two.

Containing 5,694 square feet (0.13 acres), more or less.

SUBJECT TO all easements and/or rights-of-way of record.

The Basis of Bearings for this description is South 89°33'22" East between City of Tracy G.P.S. monuments nos.2007 and 2008, as calculated from data shown on that certain map titled "Geodetic Control Network City of Tracy", filed for record June 26, 2007 in Book 36 of Surveys Page 118, San Joaquin County Records. Distances shown are ground distances.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.



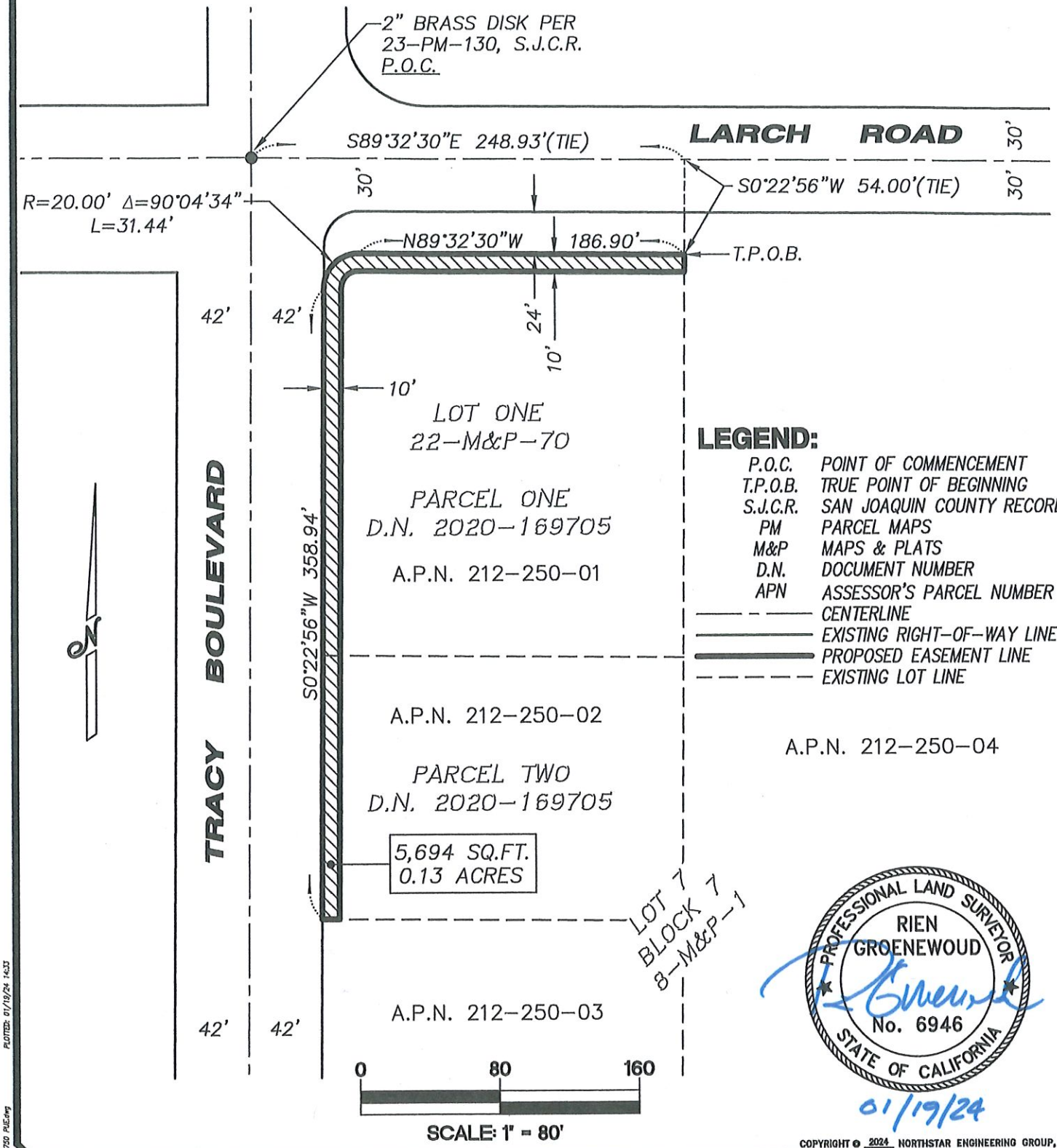
Rien Groenewoud, P.L.S. 6946

01/19/24

EXHIBIT B
PLAT

Attachment D

EXHIBIT "B"



LEGEND:

P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
S.J.C.R.	SAN JOAQUIN COUNTY RECORDS
PM	PARCEL MAPS
M&P	MAPS & PLATS
D.N.	DOCUMENT NUMBER
APN	ASSESSOR'S PARCEL NUMBER
— — —	CENTERLINE
———	EXISTING RIGHT-OF-WAY LINE
———	PROPOSED EASEMENT LINE
- - - - -	EXISTING LOT LINE

PROFESSIONAL LAND SURVEYOR
RIEN GROENEWOUD
No. 6946
STATE OF CALIFORNIA

01/19/24

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NorthStar
Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF PARCEL ONE AND PARCEL TWO AS DESCRIBED IN DOCUMENT No. 2020-169705, S.J.C.R., AND SITUATE IN RANCHO EL PESCADERO.

TRACY SAN JOAQUIN COUNTY CALIFORNIA

JOB:	J20-2750
DATE:	01/19/24
SCALE:	1"=80'
DRAWN:	RG
DESIGN:	RG
CHK'D:	RG
SHEET	01 OF 01

PLOTTED: 01/19/24 14:33
FILE NAME: K:\J20-2750 Tricycle Plaza\CIVIL\Mapping\Easements\J20-2750 PLAT.dwg

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 ALAMEDA }

On 11/18/2024 before me, VIJAY SEHGAL NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared HAMID REZA AMINI-FILABADI,
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.

Vijay Sehgal
Notary Public Signature

(Notary Public Seal)

VIJAY SEHGAL
COMM. # 2360715
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
MY COMM. EXP. JUNE 9, 2025

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

EASement Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date 11/18/24

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) APPROVING THE OFF-SITE IMPROVEMENT AGREEMENT BETWEEN THE CITY AND 3788 TRACY, LLC. (2) APPROVING AN IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST FOR A PORTION OF LARCH ROAD, (3) GRANTING OF A PUBLIC UTILITY EASEMENT ADJACENT TO NORTH TRACY BOULEVARD AND LARCH ROAD, AND (4) AUTHORIZING THE CITY CLERK TO FILE THE DEDICATION AND EASEMENT DOCUMENTS WITH THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, 3788 Tracy, LLC. is the legal owner of that certain real property located at 3788 North Tracy Boulevard designated with Assessor's Parcel Number 212-250-01 and 212-250- 02 (Property); and

WHEREAS, the owner of the property is the Developer of the real property; and

WHEREAS, the Development Review Application (D21-0006) for the Triangle Plaza Project was approved by the City of Tracy Planning Commission on June 28, 2023 (Project); and

WHEREAS, the approved Project scope includes the construction of two (2) approximate 2,600 square-foot quick-serve restaurants, one (1) approximate 2,304 square-foot gas station canopy area, one (1) approximate 7,000 square-foot convenience store/quick-serve restaurant, and parking lot on an approximately 1.8-acre undeveloped vacant lot; and

WHEREAS, approval of the project was also subject to specified conditions of approval regarding the construction of paving and striping, sidewalk, curb and gutter, water, irrigation and fire services, fire hydrants, new commercial driveways, streetlights, street trees, and other public landscaping along North Tracy Boulevard and Larch Road; and

WHEREAS, these improvements are required to be completed per Conditions C.5 and C.8.1 of the Project's Conditions of Approval; and

WHEREAS, the existing public right-of-way along the project frontage is not sufficient to allow for the construction all required public frontage improvements; and

WHEREAS, to guarantee completion of all off-site improvements as described above by the Developer in an orderly manner, the Developer was conditioned to execute an Off-site Improvement Agreement; and

WHEREAS, per Condition C.5.1.g of the Project's Conditions of Approval the Developer is required to dedicate right-of-way in fee interest for public street purposes twenty-four-foot (24') for the portion of Larch Road adjacent to the Property and a ten-foot (10') Public Utility Easement (PUE) immediately behind the new property line of the Project; and

WHEREAS, The Developer has executed the Off-site Improvement Agreement (OIA) and submitted the required security to guarantee completion of the subject improvements; and

WHEREAS, staff has confirmed that all plat and legal documents submitted by the Developer for both the Irrevocable Offer of Dedication of Fee Interest and PUE are complete and are technically correct; and

WHEREAS, the City can now approve the Irrevocable Offer of Dedication of Fee Interest for the portion of Larch Road adjacent to the Project to allow for sufficient right-of-way needed for the completion of all required off-site frontage improvements and easements. However, the IOD will not be accepted by the City at this time (e.g. City will not take ownership of land) but will remain irrevocable until accepted by separate resolutions by the City Council upon the satisfactory completion of the improvements thereon; and

WHEREAS, the granting of the PUE immediately behind the Property's new property line can now be approved by the City. The PUE will allow for the installation and maintenance of public utilities; and

WHEREAS, upon completion of the improvements, staff will present the improvements to City Council for acceptance and maintenance; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy approves the Off-site Improvement Agreement with 3788 Tracy, LLC; and be it

FURTHER RESOLVED: That the City Council approves an Irrevocable Offer of Dedication of Fee Interest for a portion of Larch Road; and be it

FURTHER RESOLVED: That the City Council approves a grant of a Public Utility Easement adjacent to North Tracy Boulevard and Larch Road; and be it

FURTHER RESOLVED: That the City Council determines that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to file the dedication and easement documents with the San Joaquin County Recorder.

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

The foregoing Resolution 2025- ___ was adopted by the Tracy City Council on the 3rd day of June 2025 by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B.A QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 3, 2025

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the purchase of one (1) 2025 International HV607 dump truck from Peterson Trucks, Inc., through a competitively bid Sourcewell Cooperative Agreement in the amount of $208,816 for the Public Works Department Roadway Maintenance Division; and 2) declaring the existing Freightliner M2-112 dump truck as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310.

EXECUTIVE SUMMARY

The recommended action will authorize the purchase of replacement equipment from Peterson Truck which is a Sourcewell Cooperatively Bid Contract Company. This vehicle will be assigned to the Public Works Department and is a replacement for an existing fleet unit. Public Works Fleet Section received authorization through the Fiscal Year 2023-2024 budget process for this replacement. Staff is recommending purchase of the equipment in the amount of $208,816 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 Operations Division has an existing need to replace a failed and unrepairable Freightliner MV12-112 dump truck under this program.

The replacement dump truck is needed to effectively provide various roadway maintenance services. This equipment will be used to remove large quantities of debris from job sites and to deliver large quantities of asphalt to the job sites throughout the city. Without this replacement truck, the Roadway Maintenance Division will be compelled to seek out rental options, risking potential service disruptions and inability to provide essential services to the Tracy community.

ANALYSIS

On September 2024, City staff requested bids from Sourcewell, formerly National Joint Powers Alliance (NJPA). 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 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 Peterson Trucks, Inc., a California Corporation. Peterson Trucks is a Sourcewell awarded contract company and qualified vendor of the equipment the City needs to replace its Freightliner M2-112 truck. Utilizing this streamlined process ensures efficiency while still obtaining the best value for purchases.

The City will contract directly with Peterson Trucks Inc., “piggybacking” on the Sourcewell Cooperative Agreement, through a purchase agreement that will incorporate the Sourcewell Cooperative Agreement terms and conditions. As there are no customized design standards or other special requirements for this purchase, staff recommends proceeding with this contracting approach.

The existing failed Freightliner M2-112 will be sold at public auction to the highest bidder for disposal. 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. 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.

While the City is committed to green initiatives and the use of alternative or low-carbon fuels, the vehicle proposed for this purchase is a conventional diesel-powered unit. This is due to current limitations in manufacturing and availability of electric and alternative fuel heavy-duty trucks and our current lack of required fueling infrastructure. However, the City remains committed to environmental sustainability. Staff is closely following advancements in green vehicle technology while planning for a phased transition to alternative fuel vehicles as they become viable for municipal use, as well as exploring options to expand electric vehicle charging infrastructure.

Public Works Fleet Section staff is currently developing a comprehensive green fleet plan. This plan is anticipated to be presented to the Environmental Sustainability Commission in November 2025 and subsequently brought to the City Council in the first quarter of 2026. In development of this plan, staff is actively collaborating with Pacific Gas and Electric Company (PG&E) and leveraging information previously gathered in the Transit Low Emissions Plan and Fleet Electrification plan respectively, which were developed in conjunction with East Bay Community Electric. The focus of this approach will be to maintain uninterrupted and dependable service delivery while adopting greener alternatives that align with our long-term sustainability goals and benefit from established partnerships and expertise in the field of vehicle electrification.

Below is a list of equipment that will be purchased:

Description	Vendor	Cost	Public Bidding Procedure
2025 INTERNATIONAL HV607 SBA W/ROAD SERVICE BODY (Replaces 2154)	PETERSON TRUCKS, INC.	$208,816	Sourcewell (NJPA) 060920-NVS

Below is a list of the equipment that will be removed from service and sent to surplus:

Retiring Equipment	Equipment Age	Repair Cost	Equipment Condition
2005 Freightliner M2-112, 10 Wheel Dump Truck OLD ASSET- 2154	Mileage- 67083 Age- 19yrs	$127,855.00	Poor Condition, Exhaust filter discontinued, non-repairable non- serviceable

FISCAL IMPACT

The funding for the purchase for one (1) 2025 International HV607 Dump Truck in the amount of $208,816, 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 Plan.

CEQA REVIEW

The item is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines 15061(b)(3) and 15378(b)(2), as the purchase of a replacement dump truck will not result in any potentially significant environmental impacts.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the purchase of one (1) 2025 International HV607 dump truck from Peterson Trucks Inc., through a competitively Sourcewell Cooperative Agreement in the amount of $208,816 for the Public Works Department Roadway Maintenance Division; and 2) declaring the existing Freightliner M2-112 dump truck 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
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo Sanchez, Assistant City Manager

Attachments:

A – Sourcewell Contract 091521
B – Peterson Truck Quote HV607
C – Purchase Agreement

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Navistar, Inc., 2701 Navistar Drive, Lisle, IL 60532 (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 Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services 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.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. 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 other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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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 Sourcewell 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 Sourcewell 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.

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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;

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- 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

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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 or its authorized dealers, distributors, or resellers, as applicable. 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

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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, performance issues, 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

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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 Contract 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.

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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, 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.

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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. *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.

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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.

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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 liability-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

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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. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *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.

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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.

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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

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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).

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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

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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 cannot 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 a 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.

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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

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell 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.

Sourcewell	Navistar, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Bob Mann 28B83357778A47E...
By: _____	By: _____
Jeremy Schwartz	Bob Mann
Title: Chief Procurement Officer	Title: Vice President Government Sales & Diamond Logic Builder
Date: 7/2/2024 | 7:39 PM CDT	Date: 7/2/2024 | 3:29 PM CDT

DocuSign Envelope ID: B39C477F-4F3B-491D-A981-20F975BEA0D5

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Navistar, Inc
Does your company conduct business under any other name? If yes, please state:	International Truck
Address:	2701 Navistar Drive Lisle, Illinois 60532
Contact:	Bob Mann
Email:	bob.l.mann@navistar.com
Phone:	815-631-3220
Fax:	815-631-3220
HST#:	36-1264810

Submission Details

Created On:	Monday February 12, 2024 13:54:42
Submitted On:	Thursday March 28, 2024 11:14:55
Submitted By:	Bob Mann
Email:	bob.l.mann@navistar.com
Transaction #:	b3c99d77-58f2-4430-b6e2-c664992159b5
Submitter's IP Address:	165.225.60.120

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")	Navistar, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	International Trucks International Used Truck	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	International Truck International Used Truck	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE 526V0 UEI MV36U3JR39Y8	*
5	Proposer Physical Address:	2701 Navistar Drive Lisle, IL 60532	*
6	Proposer website address (or addresses):	www.navistar,com www.internationaltrucks.com (dealer locator) www.internationaltrucks.com/sourcewell (Sourcewell content and links for new and used vehicles) www.internationalusedtrucks.com	*
7	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):	Bob Mann Vice President Government Sales & Diamond Logic Builder Navistar, Inc. 2701 Navistar Drive Lisle, IL 60532 bob.l.mann@navistar.com 815-631-3220 Cell 331-332-2070 Voice Mail	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bob Mann Vice President Government Sales & Diamond Logic Builder Navistar, Inc. 2701 Navistar Drive Lisle, IL 60532 bob.l.mann@navistar.com 815-631-3220 Cell 331-332-2070 Voice Mail	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chad Conley Vice President Vocational Sales 2701 Navistar Drive Lisle, IL 60532 630-465-4088 Cell 331-332-2494 Voice Mail	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	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.	Navistar, Inc., headquartered in Lisle, Illinois, is a company that reimagines how to create cohesive relationships, build high-performing teams, and find innovative solutions. 1. History of Innovation: Navistar's legacy dates back to the 1830's when Cyrus McCormick invented the reaper, the first mechanical harvesting machine. Over nearly two centuries, Navistar has consistently contributed to North America's growth, spanning Agriculture, Construction, Trucks and Buses. Navistar established a large dealer network for products with company field people and captive financing for our customers. 2. Core Business and Industry Longevity: Today Navistar's core business revolves around the truck and parts markets in the U.S. and Canada. It primarily participates in the Class 6 through 8 vehicle markets. More than a million International trucks and I.C.Buses are currently on the roads in the U.S. and Canada. In fact, one in five Class 6 through 8 trucks is an International—a testament to Navistar's enduring presence in the industry. Additionally, 40% of buses on the road bear the IC Bus brand, further solidifying Navistar's impact in the transportation sector 2. 3. Business Philosophy and Core Values: Vision: Navistar's guiding star is to accelerate the impact of sustainable mobility. This vision informs all their decisions, emphasizing a commitment to creating a better world for future generations. This vision is common within Traton and the Volkswagen companies throughout the world. Ownership Solutions: Collaborating with a dedicated dealer network, Navistar offers comprehensive ownership solutions. Fleet owners can thrive in the competitive landscape of transport and logistics. Service and Support: Navistar provides exemplary service at every level, with an extensive award winning parts distribution network and turnkey solutions for customers. Sustainability: Navistar actively works toward zero-emissions solutions and clean manufacturing practices, aiming to unlock new business models in digitalization and autonomous technologies. Navistar currently has autonomous vehicles in testing around our plant end engineering facilities in San Antonio, Texas. 4. Products and Solutions: Trucks & Buses: Navistar designs, manufactures, and distributes Class 4 through 8 International trucks and IC Bus branded buses. Their future value proposition extends beyond products to comprehensive solutions. Parts: Navistar's award winning Parts Team supports its products with Fleetrite, ReNEWed, and Diamond Advantage parts brands, offering a wide selection of truck, trailer, and powertrain service parts. Financial Services: Navistar provides retail, wholesale, and lease financing for products sold within the U.S., Canada, and Mexico. In summary, Navistar's rich history, commitment to sustainability, and industry longevity position it as a driving force in the world of transportation and mobility.	*
11	What are your company's expectations in the event of an award?	Navistar will build upon the lessons we have learned with previous awards to grow our footprint within Sourcewell by offering more products and use more tools to reach out and serve the Sourcewell members. Most importantly our dealer channel values the Sourcewell contract, as every dealer can use it to serve the government and non-profit agencies in their market.	*
12	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.	Prior to Navistar being acquired by TRATON on July 1, 2021, Navistar was rated non-investment grade by Fitch, Moody's and S&P. Upon the acquisition of Navistar by TRATON, the rating agencies upgraded the Navistar credit rating to investment grade, consistent with TRATON's credit rating. In conjunction with the acquisition, TRATON repaid all of Navistar's 3rd party debt. Additionally, Navistar was no longer an SEC registrant and was thus not required to submit quarterly or annual SEC filings of its financial statements. Currently Navistar has no 3rd party debt nor a credit rating. The only 3rd party debt is incurred by our financial services entities as Navistar has no 3rd party debt incurred by Corporate or any of its Sales & Services subsidiaries. As part of the acquisition by TRATON, Navistar became subject to IFRS and no longer to US GAAP. Navistar no longer publishes financial statements, but a summary of limited financial information and an explanation of our business can be found on TRATON's website and in its quarterly/annual financial reporting. Traton Annual https://annualreport.traton.com/2023/en/index.html	*
13	What is your US market share for the solutions that you are proposing?	35% for Government	*
14	What is your Canadian market share for the solutions that you are proposing?	37% for Government	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No we have not.	*
16	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?	B. Navistar is a Truck and Bus Manufacture, that sells products to Sourcewell Members though the largest dealer network in North America. International Dealers are independently owned and operated. Their ability to sell and represent the International branded products, is tied to a Sales and Service Agreement (Contract) that Navistar holds with the Dealer. That contract requires the dealer to perform to the standards in the agreement. The sales professionals from our local dealership is who will be working with the Sourcewell member. Backing up the dealer sales representatives and company representatives that are assigned to the government side of the business. We are including a deck with an update on our dealer network	*
17	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.	Each dealer and Used Truck Center is required to meet the state and local licensing requirements to do business in their area of operation. In addition, Navistar has conducted more than 30 in person Sourcewell Training sessions annually, for dealers, during the current contract. We believe that training and education is the best way to grow Sourcewell. We will be rolling out a Sourcewell Certified Program for Sales Reps. They become Certified by attending in person training and selling a unit using the program.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We do not have any suspension or debarment issues.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Navistar Parts was rated #1 in heavy equipment sector in the July 2023 Benchmarking Survey. Navistar is the top company for women working in for the transportation sector in 2022. Navistar Parts Distribution Centers ranked at the top of the industry 5 years in a row (May 2022) ISO 14001 Compliant. ISO 9001 Compliant Attached is our latest Sustainability Report from 2022. There are 4 key parts of our path to zero emissions and being a great company to support or customers, dealers, employees and shareholders: Sustainable Impact - The transportation is a substantial contributor to the total emissions on our planet. We accept responsibility and are driving change to advance sustainable solutions. Profitable Performance - We have to be a healthy well rounded entity with our dealers so we can offer the best products and experiences for our customers. Foundation for the Future - We are investing in many technologies, digitalization, zero emissions and autonomous solutions. We are creating new business models where it makes sense for our customers. We will leverage our technologies with our Traton partners across the globe. Culture and Leadership - We will be known for having a strong culture at Navistar, which guides every decision every day. Each employee is trusted and empowered to make the right choices every day.
20	What percentage of your sales are to the governmental sector in the past three years	Government business makes up 35% of the Work Truck Business Unit and 7% of all vehicles Navistar produces annually.
21	What percentage of your sales are to the education sector in the past three years	The Education Sector is 98% of the IC Branded Bus Business and15% of the total truck and bus business. IC Bus is the number 1 School Bus Brand in North America with 40% market share of the Education Sector.
22	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?	Since 2020, the truck and bus industry has experience constrained production with supplier and component shortages. Sourcewell Trucks and Buses 510 Onondaga County (NY) 125 International Dealers hold the following larger contracts Greater Boston Police Council 29 Florida Sheriff's Council 110 North Carolina Sheriff's Council 22 Buy Board (Texas) 83 Houston Galveston Area Council 21 Cooperative Education Services NM 55 Education Services Commission of NJ 125
23	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?	Navistar currently has a contract for class 8 trucks with GSA 220 is the current average Our dealer in Washington/Maryland holds the GSA bus contract that has current average of 60 units

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Iowa Department of Transportation	Jody McNotten	515-239-1173
City of Kingston, Ontario	Gord Warner	613-546-4291 ext 2216
City of Tulsa, Oklahoma	Brian Erickson	918-591-4068
Hagerstown Community College, Maryland	Jack Drooger	240-500-2453
Grundy County Highway Department, Tennessee	Johnny Fults	931-273-0664

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *
US Government all agencies	Government	District of Columbia - DC	All models offered	1645	$188,153,000
Sourcewell	Government	Minnesota - MN	All Models of Trucks and Tractors, most are vocational dump/plow	1115	$136,700,000
New York State Contracts	Government	New York - NY	Snow Plow Trucks and Plow Patrol Vehicles	1065	$155,397,037
California State Agencies	Government	California - CA	Fire and Emergency, Plow Trucks, Refuse Trucks	345	$38,985,000
Commonwealth of Virginia	Government	Virginia - VA	Plow Trucks and Dump Trucks	197	$23,640,000

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 *	
26	Sales force.	International has 1109 sales reps in our dealer channel. They are backed by 100+ Company Sales Reps and 8 dedicated Government Sales Reps.	*
27	Dealer network or other distribution methods.	International has an unmatched dealer network across the US and Canada. 696 International Locations 383 International Authorized Love's and Speedco locations 1050 total, largest in the industry A copy of presentation on the dealer network is attached In addition, there are 14 Navistar Owned Used Truck Centers	*
28	Service force.	With 1050 service locations in North America, there are 8500+ technicians and 6300+ service bays. In addition, Navistar has an Uptime Command Center that was established in 2017. With 47 dedicated employees and the use of the I-360 Repair Management System and On Command Connection, this team is focused on keeping units on the road.. Units enrolled in this process show that 80% are addressed in 48 hours and 100% within 48 hours. The enhanced communication benefits all users, not just the customers using I-360. With the average vocational/government truck being in service for 15 years. Service is important. In addition our award winning parts organization has invested in new Parts Distribution Centers and getting the part shipped and to the customer as quickly as possible.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The International dealer will verify the requesting entity is a Sourcewell Member. If the requesting entity is not a Sourcewell member, the dealer will assist them in becoming a member. Once the member has determined their needs and specifications for the truck, the Dealer will price the truck including "Sourced" or "Turnkey" equipment if desired. The dealer sales rep will use the appropriate Sourcewell Excel Workbook, which was developed for this contract. It assures the truck is properly priced with appropriate discounts and does not exceed the ceiling pricing of the contract. It also provides an easy-to-read summary page for the member, showing the member they got the appropriate discounts. For the US, we have put the selling process into a sales program, making it quick and easy for the dealer to complete proposal with proper pricing. For Canada, we use the workbook and US pricing but have to apply an exchange rate that the Canadian office administers. It has an extra step, but getting the correct exchange rate is very important with the total cost of the unit. If financing is needed, we get Jake Ost from NCL Government Capital engaged. In the pricing section of our response, there is additional commentary on the supply and availability of class 4-8 trucks. We do not see that improving dramatically between now and 2027. The vocational truck order board for Navistar is full for 2024. Once the order is placed for the chassis, "Sourced" or "Turn-key" PO's need to be placed by the dealer. Selling Electric Vehicles (EV's) starts with the needed infrastructure to operate one. There is a lot of additional work up front to get charging stations in place. That may include utility construct and consulting work before a truck is ever spec 'ed out. A list of dealers who are ready to sell EV's and have invested to do so is in attached list. Navistar has a dedicated team of EV professionals ready to help. Navistar entered into an agreement with Quanta Services of Houston, TX. They are the largest utility contractor in North America and specialize in utility construction and EV infrastructure. If needed, you International dealer can bring in additional resources. Navistar has also invested in grant/funding professionals that are available through your international dealer. Training is what makes the Sourcewell Program run smoother for the Sourcewell Members and our dealers. We have added Used Trucks as an option, for this RFP. Used truck will have same tools customized for their use.	*
30	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.	Customer Service is provided by our dealer network, who handles all direct relationships with our end customers. Navistar has implemented a system called Diamond Edge with the dealers to measure performance and key operations that impacts the dealerships overall performance score. Diamond Edge includes the following components and metrics to measure success: 1. Diamond Edge Certification, which allows customer to experience faster service immediate parts availability, and a higher level of service expertise. 2. Technician education and certification. 3. Vehicle write up in 15 minutes. 4. Vehicle diagnosed and communicated back to the customer in 2 hours. 5. Predictive parts stocking logic to ensure parts are on the shelf for unplanned service events. 6. Velocity metrics to ensure for repairs to be completed within 24/48 hours of arrival at the dealership. Dealers are rewarded for their performance with Prestige Standards which measures customer satisfaction and their dealer experience.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	International Trucks are available at dealerships throughout the US including Alaska and Hawaii. International Used Trucks are available through our unmatched dealer network in the lower 48 of the US and our 14 company owned Used Truck Centers in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	International Trucks are available at dealerships throughout Canada. We have 2 dedicated Government Sales Reps in Canada and are active with CANOE. Our dealers continue to grow the Sourcewell Business in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Navistar will not be including Puerto Rico, the Pacific US Territories or the US Virgin Islands. We tried this with earlier contracts and had no interest. If an interest should arise, we will submit P and P to add.	*
34	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?	Navistar will serve all Sourcewell Members. Using Sourcewell membership list, Gov-Win and our enhanced Government data base we are continually updating opportunities for our dealers. We work with our IC Bus team on these opportunities and encourage dealers to engage with the education and non-profit agencies as well.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Navistar has dealer locations in Alaska and Hawaii. The dealer serving Alaska has locations in Arizona, California and Washington. The dealer serving Hawaii has locations in Southern California. Both understand what it takes to serve these remote parts of the US.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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.	Strategies and actions related to Sourcewell marketing efforts: 1. Communicating Contract Awards: International aims to spread the word about contract awards through various channels. These include corporate press releases, social media platforms (such as X, Facebook, Instagram, and LinkedIn), and targeted email announcements to Diamond Partner Members. 2. International leverages its dealer network by incorporating contract details into monthly customer mailings and digital communications. 3. Visibility at Trade Shows and Events: To enhance visibility, International places Sourcewell stickers and banners on relevant assets. These assets are showcased at corporately sponsored trade shows, industry events, and regional trade shows managed by the dealer network. Local Event Participation: 4. International actively supports and participates in local events organized by Sourcewell. This engagement fosters stronger connections with members and the community. Empowering Distribution Channels: 5. International encourages its distribution channels to attend local Sourcewell events. Co-op funds are allocated to maximize efforts and ensure high-quality engagement. 6. Quarterly Communication with Dealers: International maintains regular communication with its dealer network. This includes sharing area member opportunities using both the Sourcewell member list and internal CRM tools. The goal is to efficiently connect with dealers and provide beneficial information. 7. Centralized Information Access: Sourcewell collateral, award details, and NCL materials are published on International's Sales and Marketing Resource Center (SMRC) website. This resource allows sales representatives quick access to up-to-date materials. Speaking Privileges for Sourcewell Representatives: 8, International grants speaking privileges to Sourcewell representatives during dealer and regional events along with NCL Government Capital. This direct access facilitates communication with the distribution network. 9. Leveraging Field Staff: The company's parts and service field staff actively promote Sourcewell contracts, reinforcing the partnership. Furthermore, International employs software tools like Customer Relationship Management (CRM) systems and external databases to strategically guide its distribution network's sales efforts. These tools help identify Sourcewell members, allowing focused attention on their needs. 10. The Sourcewell-focused website, International Trucks Sourcewell, serves as a hub for relevant information. Traffic to this site is driven through paid search campaigns and social media posts, adhering to CAN-SPAM regulations for outbound and direct mail campaigns. In summary, Sourcewell's support and collaboration play a crucial role in International's marketing efforts, ensuring effective communication and successful contract utilization. With new Equalevel capabilities being added to the Sourcewell Sites, we look forward to more promotion, marketing and sales. Our Dealer Sourcewell Marketing Presentation is in the attachments.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Navistar uses our in house Diamond Analytics to help with Sourcewell Marketing. Each dealer can go into system and access their Sourcewell member information. We also tie Gov-Win to Diamond Analytics to give dealers access to any public info about their customers and funding for future purchases. Dealers have dedicated Marketing managers to help promote Sourcewell within their Assigned Areas.
38	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?	We need Sourcewell to keep investing in technology. We need Sourcewell to continue participating in and hosting local events to get members and dealers engaged. We enjoy working with our Sourcewell Team: Andy Campbell and Racheal Delaney. We don't have a relationship like that with any other contracts we work with. Whether it's passing along a lead for a purchase or asking us to follow up on a members request, we work together as a team. We also work closely with NCL Government Capital, another Sourcewell Awarded Supplier. Jake Ost, from NCL joins all our Sourcewell meetings and calls and is a great resource for our dealer network.
39	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.	International Truck does not have e-procurement process. Members will need to work directly with their selling dealer to better understand how our process works at the dealer level. Our dealers are sophisticated in serving customers including doing business electronically, to meet the members needs

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	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.	Every new International Truck sold to Sourcewell Membership comes with the International Silver Package. The Silver Package provides member with 2 years of online parts and service information. This is a $1500 value at no charge. Provides online access to all parts and service catalogs Recall and Warranty info by VIN, including history. It is a time saver with search features. We encourage the dealer sales rep to review this program when activated. Service Training is not standard or included with the product. Service Training is available on-line and in person. In Person training is generally fee based. Diamond Logic Builder would be an exception to that as we do not charge for that. Many of our dealers will offer customer training at their facilities, if training is important, please discuss with Dealer Sales Rep. On-Line Training is usually free and has become a very popular with our dealers and customers as there is no lost time and expense for travel. Component Suppliers we use charge for in-person training as well. All Parts brought through Navistar carry a 12-month warranty on the part. If that part is purchased and installed by an authorized Navistar Service Provider, the labor would be included. All equipment installed at our Factory Mod Center (TSC) also comes with a 12-month warranty. International 360 provides a revolutionary service communications and fleet tools that put all service information together in one site. Here is the link for International 360. http://www.internationaltrucks.com/360 Dealers will offer maintenance contracts if needed.

41	Describe any technological advances that your proposed products or services offer.	International has launched new S-13 Engine and T-14 Automated Manual Transmission. Manufactured at our recently expanded plant in Huntsville, Alabama. Born from a global collaboration of industry powerhouses (Scania, MAN, International and VW Truck and Bus), the S13 is meticulously engineered to set a new standard. It can operate at low RPMs with high torque which equates to less fuel consumed while still delivering up to 515 horsepower and 1,850 lb-ft of torque. The S13 Engine brings undisputed economy through combustion efficiency, the reduction of friction and pumping losses, and through use of new integrated software and controls. It offers a smooth and quiet operation with superior capabilities. In fact, full torque is available at only 900 rpm and the wide gear ratio means optimal efficiency on flatlands with the performance drivers crave on hilly terrain. It can achieve up to a 15% gain in fuel economy over the popular first generation International® A262. The T14 Transmission is designed from the ground up to be a fully automated manual transmission. It allows for fast shifts and removing three synchronizer rings, resulting in wide gears for extra strength and a shorter, more compact design. The T14 uses an integrated oil to water coolant system to optimize temperature regulation in both hot and cold environments. It has an electronically controlled clutch actuator that works in sync with the engine to deliver faster, smoother shift performance. It has 14 forward speeds with industry leading gear splits and 7 gears for reverse, all operating automatically allowing the driver to focus on the driving. The T14 Transmission is able to achieve an unlimited Gross Combination Weight Rating (GCW). These features make both the S13 and T14 excellent investments for those in the trucking industry. Safety is extremely important to us at Navistar and the customers we serve. International is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on class 6-8 products. To protect the driver and others on the road, Electronic Stability Control and Collision Mitigation continue to grow in our product offering. These features are not just for on highway trucks, they are becoming popular with vocational trucks as well. Roll Overs are a source of serious injuries and fatalities in commercial trucks. International has offered and sold Roll-Tek Seats for many years, including Snowplow application, protecting the driver in the event of a rollover. When the sensors detect a roll over, the seat secures itself to the lowest possible height and an air bag system deploys from the side of the seat to protect the driver. Rather than traditional point to point wiring to control features on the truck, Diamond Logic Uses a powerful body controller and Remote power modules to program switches, read signals on the chassis and automate task. Below are some of the more popular options: When Park Brake is pulled, transmission is shifted to neutral If seat belt is not engaged for the driver the unit will not go in gear If a bed or equipment is in the up position, speed can be limited alarming driver that the equipment is not stowed If outriggers are not deployed a boom or crane will not move if crane or hoist are not stowed, the truck will not go into gear If liftgate is not stowed the truck will not go into gear DOT lamp check allows driver to cycle all lights on the vehicle without having a helper in the cab to activate When PTO is operated through Diamond Logic, we prevent the PTO from being damaged Air features can also be controlled by this system with similar interlocks. For tractors, we offer air bag logic for easy hook up and disconnect Work Lights off when unit is in drive Headlights on with wipers Cruise disabled with wipers Radio muted in reverse Radio muted with turn signal Camera activated with turn signal Switches can easily be moved electronically International offers the Cummins B-6.7 and L-9 with Front Engine PTO capability along with the X-15 Stainless Oil Pans (B-6.7, L-9, S-13) Galvanized Frame Rail Options Remote Power Modules in the Cab Transmission Control Module in the cab, versus outside mounted to the transmission: Stainless Bolts for Allison Transmission Pan Stainless Cooler Lines Stainless Brake Parts Strongest 1/2" single Frame Rail in the industry 3.35 Million RBM of HV and 3.5 Million RBM on the HX Galvaneal (Galvanized) Treated Cab on eMV, MV, HV, HX, RH, LT Line - X Floor lining option on HV and HX models International Trucks is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on class 6-8 products. Below are links to specific products that can be very helpful; Engines that Power International Trucks: https://www.internationaltrucks.com/engines Model Specific Links: https://www.internationaltrucks.com/cv-series https://www.internationaltrucks.com/mv-series https://www.internationaltrucks.com/hv-series

42	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.	From the 2022 Navistar Sustainability Report. Fuel Efficiency Package with S13 Engine and LT Tractors Working with TRATON group to bring advanced powertrains to market including electric truck and electric school bus Being awarded the Department of Energy "Better Plants Program" for reducing a 25% reduction in energy consumption by 4% annually at all facilities, which has required some large investments in both interior and exterior lighting at our facilities. Reducing both hazardous and non-hazardous waste is another key area for our manufacturing operations. Today more than 56%of waste is recyclable. Navistar is one of 4 teams leading the Department of Energy Super Truck initiative. 90% of our vehicles content is recyclable. In the Parts Distribution Centers have reduced packaging materials by using returnable containers to ship parts. A dedicated delivery system from the Parts Distribution Centers utilizes prescribed routes to reach multiple dealerships eliminating double handling of parts as well as achieving earlier deliveries. Energy Consumption, Green House Gas Emissions, Incident Frequency Rate, Water Withdrawal, Hazardous Waste generation and Non-Hazardous Generation are tracked and charted in document. https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-in-Annual-Sustainability-Report
43	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.	Navistar's mission statement is to "accelerate the impact of sustainable mobility". Most of our plants are ISO 14001 certified as well as ISO 9001 certified. Our New Plant in San Antonio, Texas should receive ISO 14001 in 2024. Navistar has many green initiatives including the following path to zero emissions: We strive to achieve 50% new battery electric vehicle sales by 2030 and 100% by 2040 in the US and Canadian markets. Navistar's decarbonization effort is to move away from product fossil fuels, Beginning in 2021 Navistar's work through 2022 and into 2023 is leading to the development of targets to be submitted to the SBTi. this target will encompass scope 1 and scope 2 emissions and a target for scope 3 emissions from the use of products energy usage electrical energy usage. Electric driven products continue to be the focus of our products, which increased by 32% and 2022. On the energy purchased side of the equation, energy used by our facilities increased less than 2% in 2021 evidence of the energy efficiency gains and reduction of wasted energy in our operations circular business. Circularity not only saves raw resources from being used in the production process but uses less energy causes less emissions increase less waste than a new product. Navistar is early in its journey towards circular business model but is committed to moving in that direction. Remanufacturing, and the energy and emission impacts of remanufactured vehicle parts can be on average as low as 35% when compared to that of a new part and the waste impacts can be less than 10% compared with a new vehicle part. According to the 2018 United Nations environmental program report as a result remanufacturing can have significant impact Navistar sells and distributes remanufactured parts under the renewed and fleetrite brands with approximately 3000 different parts regularly remanufactured. In 2022, 64% of all waste generated was recycled compared to 67% in 2021 which represents A slight decrease likely related to the impacts of COVID-19 pandemic affecting waste segregation and recycling. Navistar has programs to that require re-useable racks for most of the material brought into our plants as well as recycling cardboard, pallets and other packaging material. We aim to shape our circular economy continuously improve towards our goal of 75% recycling rate and create less resource intense company. Conserving water resources. In 2022 Navistar used .51 million cubic meters of water in our operations a 9.1 increase from .47 million cubic meters of water in 2021. We did build substantially more vehicles in 2022. Our overall water usage has been trending lower during the years prior to the start of the pandemic but increased slightly compared to 2021 however the total water used per vehicle decreased due to improved efficiency at higher production levels. Environmental compliance remains a baseline value for us our manufacturing facilities are certified by outside auditors to comply with ISO 14,001. As mentioned above, our new Plant in San Antonio Texas is working on completing their ISO 14,001 certification this year. The 2023 sustainability reporting was not completed to include in this RFP. https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-in-Annual-Sustainability-Report
44	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.	"Navistar and IC BUS remain committed to diversity both internally and externally within our workforce and supply base. We have a supplier diversity program that has been in place for more than 40 years to bring awareness and emphasis to our business practices. We continue to grow our commitment and strategic relationships from our diversity and advocacy business partners and embrace diversity as a way of business. Our supplier diversity program is designed to develop and strengthen strategic supplier relationships with companies owned and operated by minorities, women, veterans, and small businesses. We will continue to work closely with them to explore innovative ways to increase financial viability, satisfy the rigorous quality and production requirements and continue to drive value-add solutions delivering above the desired service levels. As a result of our efforts to sustain a robust and diverse supplier base, Navistar finished 2023 with the following diverse spend results: - $288.3M with Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) - $630.6M with Small Business Enterprises (SBE) - $89.4M with Small Disadvantaged Business Enterprises (SDB) - $33.3M with Veteran Business Enterprises (VBE) - $15.8M with Historically Underutilized Business Zones (HUB Zones)"
45	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?	International has a strong presence in the North American Government Sector, with the largest dealer network to sell and service the products used in the communities they serve. They have a strong market share in the Government Sector and knowledgeable sales professionals at the dealerships to serve the members. International has the ability to provide turn-key solutions and has a proven track record of growth with Sourcewell. They have an award-winning parts distribution system as members keep units in service far longer than commercial applications do. Their product offering is completely updated with specific vocationally focused products to serve the Government Sector. They offer a free online parts and service program and have both Cummins and International Engines. International also has joint marketing and Sourcewell promotion through NCL Municipal Financing and a parts program tailored to Sourcewell. These features make International a strong player in the trucking industry.

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 *
46	Do your warranties cover all products, parts, and labor?	International's base warranty covers all products on the chassis as it left our factory with parts and labor. Maintenance items or misuse of a product would not be covered. Navistar would not be provide warranty on equipment installed after it has left the factory. Items like a dump body or a snow plow, would get warranty provided by the company that made the components and the facility that installed them. The International dealer can review the base and optional vehicle coverage as well as the warranty for items installed for turn key operation. Attached link takes you to our Warranty Landing Page "https://www.internationaltrucks.com/support/warranties" All base warranty documents are attached to the RFP.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	International warranty documents (attached) will clarify: 1. The warranty coverage document also covers restrictions of coverage, competitive with the rest of the industry, including restrictions and limitations. 2. External influence, damage, modifications, etc. 3. Failure due to improper use, overloading, misapplication or abuse can be denied. 4. Failure due to not performing proper maintenance, storage, deterioration, etc. 5. Supplier Direct warranty requirements i.e. Cummins/Allison/Dana/Meritor etc.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Navistar covers warranties performed at the dealer shop and authorized locations. The one exception would involve towing coverage. If towing coverage is on the vehicle, and it has a disabling failure, it may be more cost effective for the dealer to send a tech to repair on site versus a tow.
49	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?	Since International Trucks are on highway vehicles, our warranty repairs are performed at the dealership or authorized service provider. Navistar prefers that Sourcewell members use International Dealers for non-warranty repairs as well. Dealers that serve remote areas have the ability to get techs and needed parts out to service those products, however the travel and labor expense getting to and from these products is not covered under warranty. If the Sourcewell member is in a remote area, please discuss the options with the selling International Dealer.
50	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?	Navistar does cover many supplier-based components through the standard warranty period. However, there are suppliers such as Cummins and Allison that require their concerns t. address issues, and may require the work on the vehicle to be performed at their distributor or local facility. With the largest dealer network in North America, most dealers are set up to do extensive Cummins work and Allison maintenance work. Question on this issue can be addressed by the selling dealer. Supplier direct warranties may be available from the supplier subsequent to the base chassis warranty. equipment installed to the dealer, truck equipment manufacture, or aftermarket modifications center are not covered by the International warranty. These items will be warranted by manufacture that produced or installed the components or performed the work.
51	What are your proposed exchange and return programs and policies?	Our vehicles will be delivered as ordered and warranted free of defects and workmanship. If the vehicle is not performing to the level expected we will engage the appropriate Field Service Manager to expedite a repair plan our expectation is to not only resolve your concern fully but to do it in a timely fashion.
52	Describe any service contract options for the items included in your proposal.	International offers a wide variety of service contracts and warranties that can be added to the spec of the truck when purchased or after the unit is built but not delivered. Units that are in service may also be eligible for extended warranties, but there are time limitations in place. Here are the categories and maximum time in months for the service contracts available on all models: Bumper to Bumper plans: Up to 60 months. Extending the basic vehicle coverage: Up to 84 months. Vocational cab warranties: Up to 120 months. Vocational Frame warranties: Up to 120 months. Cooling, Electrical, HVAC Axles, Starting System: Individually available up to 60 months. Combo Plan for Engine and Aftertreatment (International Engine): Up to 84 months. Comprehensive Engine Plans (International Engine): Up to 84 months. Major Engine Component Engine coverage (International Engine): Up to 84 months. Def Tank Companion Plans: Up to 72 months. All these plans have mileage/kilometer limits but none are tied to engine hours. In addition to International's warranties, Cummins and Allison warranties are also offered through the dealer with similar time and mileage/kilometer limits. Sourcewell Members Purchasing a Used Truck from International Used Truck Center or International Dealer, that do not exceed 7 years in age, will get a 1 year Engine and Aftertreatment Warranty valued at $6000. INTERNATIONAL USED TRUCK ENGINE & AFTERTREATMENT COVERAGE 92 VITAL ENGINE COMPONENTS COVERED | 16 MAJOR AFTERTREATMENT COMPONENTS COVERED Basic Engine Components • Connecting Rod/Cap • Crankcase & Crankshaft • Exhaust Manifold Assembly • Flywheel Housing & Bearing • EGR Cooling & Valve Aftertreatment • Aftertreatment Control Module • Sensors • Diesel Particulate Filter (DPF) • SCR Catalyst & Reactor • DEF Injector & Sensors Electronic Engine Components • Cold Start Components • Engine Sensors • Electronic Control Module • High Pressure Rail Cylinder Head & Valve Train • Gasket & Sleeve • Intake / Exhaust Valve Other Engine Components • Fuel Heater / Water Separator • High Pressure Fuel Injector • Air Compressor With the amount of coverage available, it is recommended that the Sourcewell member discuss their needs with the dealer sales rep to present options that best fit.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	For Sourcewell members, the International dealer will carry the unit on the books for 30 days after the unit is built and shipped to its final destination, either a Truck Equipment Manufacturer (TEM) to get a body installed, or to the dealer. Payment will take place prior to possession of the unit or upon arrival at the body company unless other arrangements have been made. If units are funded by NCL Government Capital, they can fund the vehicle when it arrives at the body company. For units exceeding the 30 days of terms, the dealer can add the cost of the additional terms into the price of the unit. There is a section on the Sales Summary Sheet for additional terms. The lead time to install equipment has grown since Covid, as have the interest rates and carrying cost. Some customers will fund the chassis portion of the purchase when it gets to the body company. This process ensures a smooth transition from purchase to operation for the customers.
54	Describe any leasing or financing options available for use by educational or governmental entities.	NCL Government Capital is Sourcewell Awarded Supplier that we work with for Sourcewell. They provide both leasing and financing offerings to zero or established end of term amount. If your dealer hasn't presented NCL Government Capital Options to you, please ask them to. Jake Ost is our NCL Government Capital Rep. We will include contact info and NCL overview in the RFP.
55	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.	There are 3 key documents needed to facilitate a smooth and transparent process for all parties. 1. The Sourcewell Award: This is the awarded contract in its entirety or summary form. It is reviewed on calls and in training presentations are recorded for the dealers to refer back to. It outlines the terms and conditions of Navistar's partnership with Sourcewell. 2. Sourcewell Sales Program (Dealer Document): This document provides guidance for dealers, outlining their responsibilities and providing reference documents. It also includes contact information for Navistar's government sales team for dealers who need assistance and NCL Government Capital. 3. Sourcewell Workbook: This is a template that dealers use to enter vehicle information. The workbook then calculates the price of the unit and generates a Sales Summary Page for the Sourcewell member making the purchase. They can easily see all parts of the transaction and that they are receiving the proper Sourcewell Discounts. Dealers can not make any changes to the template. This is where dealers would add additional equipment for turn key offerings as well as extended warranties, terms and any other cost of the sale.
56	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-Card usage and terms would be specified by the selling dealer. Generally, truck purchases are outside the scope of P-Card usage. Any fees imposed by the process would have to be added into the cost of the unit.

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 *
57	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.	For new trucks, International will use a flat dollar amount discount on CV models. On the rest of our product offering, we will use a discount of the total list price (Diesel Vehicles: MV.HV,HX,RH,LT) and an options only list discount on the eMV. (Electric Vehicle) We do not have any restrictions on what models and options are available to Sourcewell members other than emissions restrictions based on the state the vehicle will reside in. Emissions and Federally Mandated items are not price protected. Currently CARB requires additional warranty on every unit sold regardless of the manufacture. For 2024 the upcharge for CARB is $9000 a unit, non-discountable. Bodies and equipment that are not manufactured and installed by Navistar are not price protected by Navistar. We recommend that discussion take place when the proposal is being put together. For vehicles that are not in stock or line-set for build, that need to be ordered, the International Dealer should not accept the Purchase Order or final Purchase Order until the unit is line-set (which is 90 days from being produced at our factory.) Units will be invoiced to the dealer at the pricing that is approved and in place with Sourcewell when it gets built. This is what we had in place from out 060920-NVS award. The flat discounts on the CV models are $6000 The list price discounts (base plus options) on diesel models go from 30.3% to 51.1% eMV has no discount on the base chassis, the options do have a 24.5% list discount. Units sold in Canada use US pricing and incentives the same as the US, an exchange rate is applied and locked in when the dealer submits the proposal to our Canadian Office. A pricing summary sheet by model family and the specifications that were used for each model are in the attachments. Things to keep in mind: 1. The next 4 years will have a lot of regulatory changes as well as more electric offerings and component changes. 2. There is a strong probability that engine manufactures will move up their 2027 emission into 2026. 3. There will continue to be supplier constraints that limit and push out production 4. There will be an emissions pre-buy starting in 2025. 5. International Promotes Sourcewell as a way to speed up the purchase cycle to get units ordered. With long lead times for new trucks and the average age of a government truck is growing, we are pleased to offer a USED TRUCK Option for this contract. Eligible units are owned by Navistar and are in the International Used Truck Center Inventory. International typically has 2000+ units in company inventory at 14 company owned locations. These are fleet maintained and off unit leases that meet terms and conditions for operation and appearance. Pricing as advertised by Used Truck Center or Dealer. Navistar provides the Sourcewell member with 5 key benefits: 1. Units are inspected pass DOT requirements. and are immediately available 2. Truck that is less than 7 years old. These can be International or other makes. 3. Sourcewell Members will receive 12 months of Major Engine Components and Aftertreatment Coverage at no additional Cost. A $6000 Value. 4. $1000 Parts and Service Card 5. Ability to create Sourced or Turn-key solution in the same fashion we use for the new products offered in this rfp.

58	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.	Our Sourcewell Pricing uses 3 different methods: 1. The CV515 uses a flat dollar discount of $6000. 2. The eMV Chassis has no discount on the base chassis and uses a 24.5% list price discount on the options. 3. The rest of our models MV, HV, HX, RT, LT all use a list price discount on the total base and factory options. Discounts are listed by model below: Model List Discount eMV607 24.5% Options Only MV607 30.3% MV607 LP 30.3% HV507 4x2 30.1% HV507 4x4 31.0% HV507 6x4 31.0% HV507 6x6 31.0% HV607 4x2 30.1% HV607 4x4 31.0% HV607 6x4 31.0% HV607 6x6 31.0% HV513 4x2 47.8% HV613 4x2 47.8% HV513 6x4 48.2% HV613 6x4 48.2% HX520 /X15 49.1% HX620 6x4 S-13 49.1% HX620 6x4 X-15 49.1% RH613 4x2 50.5% RH613 6x4 50.5% RH613 6x2 50.5% LT625 4x2 51.1% LT625 6x4 51.1% LT625 6x4 51.1% LT625 6x2 51.1% List prices appear on the sales proposal, and with the Sourcewell Sales Summary Sheet, clearly shows the Sourcewell Member they are getting the proper discounts as well as all items and charges in their proposal. There are 3 files with our Sourcewell Proposal. Each has multiple proposals with corresponding Sourcewell Sales Summary Sheets. As was mentioned earlier in the proposal, units going to a CARB state will need to have $9000 added to the proposal for the additionally required CARB warranties. Availability diesel products in CARB states is very limited. Cummins is currently the only CARB certified power choice. Please discuss availability with International Dealer. We have not included FET as Government and non-profits are usually exempt. The federal government is NOT FET exempt.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	International will offer the following volume incentives for New Trucks purchased: 5-19 units will recieve a $1500 volume discount retroactive to unit 1 20+ units will receive an additional $1500 incentive (total $3000) retroactive to unit 1 These can be different truck models, they do not have to be the same but do need to be purchases un the same calendar year. Used Trucks do not have volume incentives.	*
60	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.	International dealers welcome “sourced” products as a truck isn't complete without the body and equipment to do the job. The majority of our government sales are turn-key and our dealers have great relationships with the TEM's and upfitters who provide additional equipment or modifications outside of the chassis assembly process. International Dealers can also include charging stations and related equipment for Electric Vehicles, along with the installation of that equipment. These items can be added to the members proposal with a handling fee not to exceed 5% of the cost of these goods and modifications. These items and the markup is clearly disclosed on the summary sheet the dealer provides the member with the proposal. In order to facilitate greater Sourcewell synergy with , when the dealer sources a body and equipment from a Sourcewell awarded contract holding TEM, the mark up will be limited to 4%.	*
61	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.	This is not common as our Sourcewell Sales Summery Sheet spells out any and all charges for the vehicle. Not every state or province works the same. Some states have inspection, sales tax and other legisated requirements. We do provide an area to include those items on the Sourcewell Sales Summary Sheet.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Within the lower 48 and in Canada, there is a flat fee for freight. That freight fee is included in every vehicle and covers freight to a mod center, TEM/body upfitter or the selling dealership. When the unit is ordered the selling dealer puts in the shipping instructions. Once the unit is built, they moved to the Navistar contracted carrier. When you unit arrives at the destination they are to be inspected and any issues are identified before the driveway driver departs	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	If the delivery of the vehicle is not accessable by a highway or road, and requires a ship or plane to move, those cost would need to be established with the selling dealer. That is why we like the sale and purchase to take place with the local dealer. They know how to get units to the final destination. Hawaii is not covered by our factory freight. Our dealer in San Diego is the dealer in Hawaii and they have the skills and resources to get the vehicles shipped.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is traditionally done at the dealership for tractors or the TEM /body uptfitter for units with the body installed. If the member is requesting a unique delivery requirement request that would need to be discussed and properly described and included in the pricing proposal.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	Navistar has volume incentives and enhanced pricing actions to create winning solutions for the Sourcewell Members. We are between A and B.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	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.	With our current Sourcewell Contract 060920-NVS we worked with Sourcewell to streamline the process. the Sourcewell Sales Summary Sheet does a great job of spelling out all the ingredients of the sale. For dealers in the US, the dealer maintains the sales files, in the event of an Audit. In Canada, we have to lock in an exchange rate for currency when the dealer does their proposal. This requires paperwork to be submitted to the regional office before it gets quoted as well as signed paperwork back to the regional office before it is ordered. We have not experienced any issues with either method. Since our Sourcewell incentive is paid as a fixed dollar amount and not a percentage of the sale, we are not reporting the total vehicle sales amount.	*
67	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.	The best scorecard we get is from Sourcewell, showing us how we are doing versus our competitors. We want to be #1. We do track Sourcewell order and delivery progress every month in the Work Truck Business unit. It is the only customer specific metric in the deck. We solicit feedback from Sourcewell members that reach out to us for questions on the contract. We call out Sourcewell victories in a weekly summary of events. We are tracking electric vehicle opportunities as well.	*
68	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.)	Navistar is pleased to provide Sourcewell with the following administrative fees: 1. New International branded trucks $1500 per unit paid quarterly 2. Used Trucks $750 per unit paid quarterly	*

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

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

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

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Class 8 Chassis Our Tractor Offering: • RH Tractor (Regional Haul) 4x2, 6x2, and 6x4 axle configurations, powered by International's S13 diesel engine. Cab configurations: Daycab and Sleeper. • LT Tractor (Long Haul) 4x2, 6x2, and 6x4 axle configurations, powered by International's S13 diesel engine and Cummins X-15 diesel engine. Cab configurations: Daycab and Sleeper. • HX Tractor (Heavy Haul) 6x4 and 8x6 axle configurations, powered by International's S13 diesel engine and Cummins X-15 diesel engine. Cab configurations: Daycab and Sleeper. • Future Offering eRH Electric Tractor (Calendar Year 2025 & 2026) 4x2 and 6x4 axle configurations, power by an electric motor with varying range capabilities. Future cab configurations: Daycab and Sleeper. In our Vocational Trucks and Tractors, we offer the following: • HV 507/607 offered in the following axle configurations: 4x2, 4x4, 6x4, & 6x6 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab • HV 513/613 offered in the following axle configurations: 4x2, 6x4, 6x6, and 8x6 with International's S13 diesel engine. Cab configurations: Daycab, Extended Cab, and Crew Cab • HX 520/620 offered in the following axle configuration's: 6x4 and 8x6 with International's S13 and Cummins X-15 diesel engines Class 7 Chassis • HV 507/607 offered in the following axle configurations: 4x2, & 4x4 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab • MV 607 offered in the following axle configurations: 4x2 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab Class 6 Chassis • MV 607 offered in the following axle configurations: 4x2 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab • CV offered in the following axle configurations: 4x2 and 4x4 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab Class 5 Chassis • CV offered in the following axle configurations: 4x2 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab Class 4 Chassis • CV offered in the following axle configurations: 4x2 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab	*

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	International Trucks provides a diverse lineup of vehicles designed to meet various needs. Whether you're hauling heavy loads, navigating challenging terrains, or responding to emergencies, International has a truck for the job. There are 121 applications identified in our product line. Below are some of their notable offerings: • Utility Trucks: These trucks are dependable and designed to keep essential services running smoothly. From electricity to gas lines, they're built to handle critical tasks. • Concrete Mixers: For construction sites, these trucks can comfortably navigate rough terrain and take command of any project. • Construction Trucks: Built to last and lead, these trucks tackle unforgiving environments, tight deadlines, and tight budgets. • Crane Trucks: Ready for tough job sites, they offer dependable power, reliable drivetrains, and ergonomic cabs. • Dump Trucks: Loading, hauling, and dumping—these trucks take a beating and come back for more. • Fire & Rescue Trucks: With roomy cabs and gear space, International's emergency response vehicles lead the way when seconds count. • Heavy Haul Trucks: High torque, horsepower, and safety features make these trucks ideal for tough jobs. • Local Delivery Trucks: Fuel-efficient and maneuverable, they're more than just trucks—they're reliable partners. • Long Haul Trucks: Legendary fuel efficiency keeps more money in your pocket during those long routes. • Pick Up and Delivery Trucks: Proven reliability for getting goods delivered safely. • Snowplow Trucks: Durability, agility, and exceptional visibility for handling snow removal coupled with corrosion prevention, galvanized and stainless steel components where needed. • Streets & Sanitation Trucks: From potholes to recyclables, these trucks keep your city moving
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	• The HV™ models are built with double-sided galvanized steel cabs (galvaneal) for quality fit and finish and long-term protection from corrosion. Exterior features offered include a three-piece hood, breakaway mirrors, a stationary chrome grille that provides excellent radiator access and allows the hood to be opened over front mounted equipment, and integrated splash panels to protect the engine compartment. Batteries can be in the cab for easier servicing in harsh weather and to free up rail space for mounting other components. Chassis components are huck-bolted, providing durability and greater clamping load than a standard grade 8 bolt. Huck bolts will not loosen and will not need to be re-torqued, meaning they are maintenance free. An optional single 1/2" frame rail has the strength of a double rail but is lighter in weight and eliminates the chance of inter-rail corrosion. • The extreme duty HX Series cab features a high-quality steel design, delivering structural and interior enhancements. The new cab includes upgrades to deliver increased corrosion resistance and endurance in rugged applications, enhancements are: • Coated steel used in toe boards and floor panel for enhanced corrosion protection • Reinforced B-Pillars for cab-mounted exhaust • Line-X coating on interior cab floor and extending ~ 2 inches up all sides for improved corrosion protection. • The MV models are built with double-sided galvanized steel cabs for quality fit and finish and long-term protection from corrosion. Exterior features offered include a three-piece hood, breakaway mirrors, an optional stationary chrome grille that provides excellent radiator access and allows the hood to be opened over front mounted equipment, and integrated splash panels to protect the engine compartment. Chassis components are huck-bolted, providing durability and greater clamping load than a standard grade 8 bolt. Huck bolts will not loosen and will not need to be re-torqued, meaning they are maintenance free. • The LT Series was designed and tested to maximize uptime and reliability. Advanced prognostics, diagnostics and monitoring are available for some systems/ components. These prognostics can anticipate possible issues and provide alerts before a problem occurs, allowing for performance of needed service and avoidance of additional downtime. Optional diagnostics provide full text messages for quick and thorough assessment of issues so that the vehicle can get back on the road again. Items such as vehicle performance and driving behavior can also be monitored via the advanced electronics offered on the LT.
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	On Command Connection (OCC) is our industry-leading remote diagnostics solution supports all commercial truck makes and models* and transforms vehicle data into critical insights that help drive greater uptime and reduce total cost of ownership. *For most commercial vehicles powered by diesel engines, 2007 MY and later. • Fault Code Action Plans guide service technicians through every part and step of service required to address health issues and get your truck on the road. • Vehicle Health Reports are comprehensive health reports with links to critical vehicle performance and trip data, vehicle service history, open campaigns, active fault codes, and much more. • GPS mapping with nearby service centers, hotels, and more. • Identifies dealer on-hand inventory of needed parts. International 360 (i360) is our industry-leading service communications tool designed to accelerate the repair process, streamline communications with your dealer service center, and drive greater uptime. • Complete service information at your fingertips: • Seamless communications with dealers and up-to-date repair status • Complete VIN-based information: asset specs, complete parts catalog, remote health data, and more • Online service request initiation and estimate approvals. • Complete service history, up-to-date campaign information, and engine calibration status - Integration with parts inventory systems shows which dealer locations have the parts you need on the shelf now.

Table 15: Category 1 - 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.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	The International CV515 is a versatile commercial truck model with several notable attributes and features: Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque. Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options1. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning. Safety: It includes Anti-Lock Brakes with Traction Control. Fuel Capacity: It has a 40-gallon fuel tank. Support: The CV Series is supported by the largest commercial dealer network in the industry.

75	Class 5 chassis	(•) Yes ( ) No	Internal Combustion Engine fuel types (ICE)	The International CV515 is a versatile commercial truck model with several notable attributes and features: Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque. Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options1. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning. Safety: It includes Anti-Lock Brakes with Traction Control. Fuel Capacity: It has a 40-gallon fuel tank. Support: The CV Series is supported by the largest commercial dealer network in the industry.
76	Class 6 chassis	(•) Yes ( ) No	Internal Combustion Engine fuel types (ICE)	The International CV515 is a versatile commercial truck model with several notable attributes and features: Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque. Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options1. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning. Safety: It includes Anti-Lock Brakes with Traction Control. Fuel Capacity: It has a 40-gallon fuel tank. Support: The CV Series is supported by the largest commercial dealer network in the industry.
77	Class 7 chassis	(•) Yes ( ) No	Both Chassis Types (ICE and BEV)	The International MV Series is a versatile and reliable medium-duty truck with several notable features and benefits: Engine: The MV Series is powered by Cummins B6.7 or L9 engines1. Versatility: The MV Series is designed with multiple functional and visual features focusing on fuel efficiency, upfitter accessibility, and driver comfort2. It offers virtually limitless upfit possibilities. Safety: The MV Series is equipped with optional safety features like Bendix® Wingman Fusion, and BendixTM BlindSpotter®. These active safety features can help drivers reach their destinations safely. Driver Comfort: The MV Series features a Driver FirstTM interior. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down. Uptime: Engine maintenance intervals are aligned and extended for fewer trips to the service department1. The InterCoat® ChemGuard-coated floor panels with the optional LINE-X® coated interior floor can help defend against corrosive environments. Integration: The MV® Series is equipped with the Diamond Logic electrical system which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver. Configuration: The MV Series offers a range of configurations, including different cab options (Day Cab, Extended Cab, Crew Cab), wheelbase options, and a 4x2 or 6x4 axle configuration. GVWR Range: The Gross Vehicle Weight Rating (GVWR) of the International MV varies depending on the specific configuration, ranging from 20,000 to 54,600 lbs. These features make the International MV Series an excellent choice for a wide range of applications, including delivery, dump truck, landscaping, towing, utility, and snow plow

78	Class 8 chassis	○ Yes ◉ No	Internal Combustion Engine fuel types (ICE)	The International HV Series is a heavy-duty vocational truck with several notable features and attributes: Engine: The HV Series is powered by Cummins B6.7 or L9 engines1. Versatility: The HV Series is designed with multiple functional and visual features focusing on fuel efficiency, driver comfort, and the versatility to meet the most demanding of vocational applications2. Safety: The HV Series is equipped with optional safety features like Bendix® Wingman Fusion, and BendixTM BlindSpotter®. Driver Comfort: The HV Series features a Driver First™ interior1. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down. Uptime: Engine maintenance intervals are aligned and extended for fewer trips to the service department.. Integration: The HV™ Series is equipped with the Diamond Logic® electrical system which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver. Configuration: The HV Series offers a range of configurations, including different cab options (Day Cab, Extended Cab, Crew Cab), wheelbase options, and a 4x2 or 6x4 axle configuration GVWR Range: The Gross Vehicle Weight Rating (GVWR) of the International HV varies depending on the specific configuration, ranging from 51,000 to 73,000 lbs. These features make the International HV Series an excellent choice for a wide range of applications, including concrete, construction, municipal, and utility The International HX Series is a heavy-duty vocational truck with several notable features and attributes: Engine: The HX Series is powered by the revolutionary International® S13 Integrated Powertrain, which includes the International® S13 Engine, International® T14 Transmission, and Dual Stage Aftertreatment system. Versatility: The HX Series is designed with features engineered to provide superior maneuverability and unrivaled driver visibility2. It's built to endure, thrive, and dominate, making it the go-to option for the most demanding applications. Safety: The HX Series is equipped with optional safety features like Bendix® Wingman Fusion, and BendixTM BlindSpotter®. Driver Comfort: The HX Series features a Driver First™ interior1. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down. Uptime: Over 100 years' experience building vocational trucks has resulted in a truck designed to be on the road and at the worksite, not in the service bay. Integration: The HX™ Series is equipped with the Diamond Logic® Electrical System which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver. Configuration: All HX® Series models are available in the following cab options: Day Cab, Sleeper Cab. It also offers automated manual, automatic, and manual transmission options. Applications: The HX Series is built to carry the load in various applications such as concrete, construction, heavy haul, and heavy wrecker. These features make the International HX Series an excellent choice for a wide range of applications The International LT Series is a heavy-duty truck with several notable features and attributes: Engine: The LT Series is powered by either the International® A26 engine or the Cummins® X15 engine12. Fuel Efficiency: The LT Series equipped with the revolutionary International® S13 Integrated Powertrain may see up to a 15%* gain in fuel economy over the first-generation International® A262. Safety: Standard Bendix® Wingman® Fusion™ Collision Mitigation System and Predictive Cruise Control for greater fuel efficiency and lower operating costs. Transmission: Available Eaton Endurant™ transmission delivers best-in-class service intervals, smooth shifting, and lightweight design12. Cab Options: All LT Series models are available in the following cab options: Day Cab, 56" High-Rise Sleeper. GVWR: The Gross Vehicle Weight Rating (GVWR) of the International LT varies from 32,000 to 96,000 lbs3. Axle Configurations: The LT Series offers 4x2, 6x4, and 6x2 axle configurations. Brakes: The LT Series is equipped with Air Drum Brakes with ABS with Optional Automatic Traction Control and Electronic Stability Control. These features make the International LT Series an excellent choice for a wide range of applications2. Please note that actual customer results may vary due to various factors, including but not limited to, truck specifications, weight of the vehicle, predictive features, environmental conditions, etc

79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	(•) Yes ( ) No	Both Chassis Types (ICE and BEV)	When you need a new truck, but can't wait 2 years to get one, a Certified Used Truck can fill that need. International has 16 Company owned locations and 696 dealer locations that can sell this product. These units are fleet maintained and recent off rental, off lease trucks that are available immediately. As with our new chassis, these units can get bodies and equipment added to them using the same turn key process was created for new trucks. There are 240 TEM's that are part of the International Diamond Partner Program making body installation and upfitting easier. Diamond Logic Electrical System as described earlier in the RFP provides Plug and Play capabilities for the TEM while providing hundreds of safety and time saving features for the end operator of the Truck. On Command Connection, a telematic system that comes standard with every MV, HV, HX, RH and LT. Allows fleet managers to track vehicle systems with app on their phone displaying health history of the vehicle and interacting with dealer and fleet to minimize down time and maximize operation. International also holds a Parts Contract with Sourcewell and an IC Bus Contract with Sourcewell. Fleet Charge allows Sourcewell members to get great discounts, consolidated billing, 30 days terms and access to many special parts programs that are no charge. All a member has to do is sign up for Fleet Charge.

Table 16: Category 2 - 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.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	( ) Yes (•) No	Not Available at this time	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	( ) Yes (•) No	Not Available at this time	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	( ) Yes (•) No	Not available at this time	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	(•) Yes ( ) No	The International eMV Series is an electric commercial truck with several notable features and attributes: Range: The eMV has a typical range of 135 miles. Power: The peak power of the eMV is 342hp, provided by a 210 kWh Lithium Iron Phosphate (LFP) battery. Regenerative Braking: The eMV features 3 levels of regenerative braking. Acceleration: The acceleration of the eMV is equal to or better than diesel. Battery Thermal Management System (BTMS): The eMV uses a standard red coolant for its BTMS. Maintenance: The eMV requires lower maintenance compared to diesel. Charging Solutions: Turn-key charging solutions are available from the International Zero Emissions Team. These features make the International eMV Series an excellent choice for a wide range of applications. Please note that actual range is based on environmental conditions, driving behaviors, diminishing loads, and maximum use of regenerative braking.	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	(•) Yes ( ) No	We are putting a place holder here for future Tractor and Severe Duty Truck.	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	(•) Yes ( ) No	Purchasing an electric commercial vehicle begins with making sure you have enough power at your facility to charge the unit. International has consultants that work with the local dealer to get you started on the right path. International also has a team of people who work on grants and funding for electric vehicles to make your transition easier. Our application engineers and Diamond Logic team are also there to help the TEM upfit the truck. We offer In-Charge branded Charging Stations in our price pages and have a partnership with the Quanta, the largest utility construction company in North America, to help Sourcewell members get proper power to the property and connect charging stations. With CARB and EPA requirements, it is estimated that 50% of commercial trucks and buses will be electric by 2030. With a $1 Billion EPA Clean Truck Program launching after this RFP, what better time to start EV Journey.	

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) No

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 - Navistar Sourcewell RFP Sales Proposals 3.27.24.pdf - Wednesday March 27, 2024 17:33:16
- Financial Strength and Stability (optional)
- Marketing Plan/Samples - Marketing Sourcewell 3.24.pdf - Thursday March 28, 2024 08:26:33
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Sourcewell New Truck Warrany info and Used Truck Warranty 032824 Navistar.pdf - Thursday March 28, 2024 11:07:24
- Standard Transaction Document Samples - Sourcewell 032824 International Truck Specs and Sourcewell Sales Summary Sheets 3.28.24.pdf - Thursday March 28, 2024 09:57:35
- Requested Exceptions (optional)
- Upload Additional Document - Navistar EV Dealers and Map of Sales and Service Locations as of 3.24.pdf - Thursday March 28, 2024 09:04:20

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. - Bob Mann, Vice President, Government Sales and Diamond Logic Builder, Navistar, Inc

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_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

INTERNATIONAL

March 11, 2025

Prepared For:
CITY OF TRACY
ADRIAN TAYLOR
520 N Tracy Blvd.
Tracy, CA 95376-4917
(209)831 - 6300
Reference ID: SL440522

Presented By:
PETERSON TRUCKS, INC
Barney Newman
2718 TEAGARDEN STREET
SAN LEANDRO CA 94577 -
(510)618-5550

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Note: Due to unprecedented pandemic related component shortages commodity prices are constantly fluctuating and our quotation includes any surcharges we have on record currently but we reserve the right to adjust pricing to include future potential surcharges -if implemented- by manufacturer .

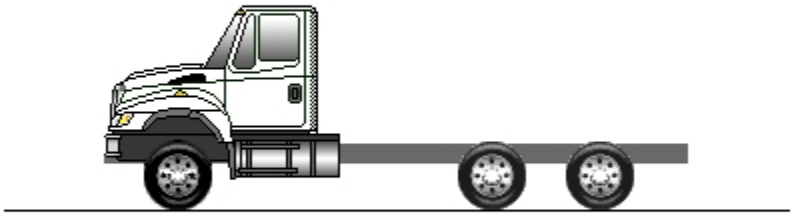
PURCHASING USING OUR SOURCEWELL CONTRACT #032824-NVS

PAYMENT DUE NET 30 DAYS

NOTE: DUE TO POTENTIAL TARIFF IMPLICATIONS WITH NON-US CONTENT WE RESERVE THE RIGHT TO COLLECT ANY CHANGES THAT OCCUR.

BREAKDOWN:
$192,901.00 CHASSIS AND SCELZI DUMP BODY PER QUOTE 297065
$ 15,914.33 PUBLISHED 8.25% SALES TAX FOR CITY OF TRACY

$208,815.33 FINAL PRICE DELIVERED TO CITY OF TRACY



Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 22.01% / 2.51% @ 55 MPH
DIMENSION:	Wheelbase: 181.00, CA: 113.90, Axle to Frame: 71.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)

TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DFR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.86
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-403} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Rubber Center Bushings
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 181.00 Wheelbase, 113.90 CA, and 71.00 Axle to Frame.
1AND	AXLE CONFIGURATION 6x4
	Notes : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WGX	WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WWZ	DRAIN VALVE (3) with Pull Chains for Air Tanks
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail

Code	Description
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SDP	ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA

Code	Description
8TME	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Independent of Stop, Compatible with Trailers with Amber or Side Turn Lamps
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD 12V, Remote Mounted
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10UAC	VEHICLE REGISTRATION IDENTITY ID for the State of California
10XBU	SPECIAL RATING, GVWR Limited to 68,000-lb GVWR
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

Code	Description
12EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBG	AIR CLEANER Dual Element, with Integral Pre-Cleaner
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12WZY	CARB EMISSION WARR COMPLIANCE for Cummins L9 Engines
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14GVU	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.86
14UHD	SUSPENSION, REAR, TANDEM {Hendrickson RT-403} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Rubber Center Bushings
14WMJ	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

Code	Description
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16ATC	AUTOMATIC CLIMATE CONTROL Automatically Maintains Cabin Comfort Based on Selected Temperature
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16KZW	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16STM	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6" x 14" Flat Glass, Includes 6" x 6" Convex Mirrors, for 102" Load Width
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJP	INSTRUMENT PANEL Wing Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

Code	Description
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
60ABE	BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)
60ABM	BDY INTG, RPM I/O HARNESS Includes a Harness with Six Input Blunt Cut Wires and Six Output Blunt Cut Wires, for use with one RPM
60AJK	BDY INTG, INDICATOR LIGHTS (2) 1 for Body Up, 1 for Gate Open, Includes Audible Alarm, Programmable Mode for Various Switch Actions. (Requires 2 Remote Power Module Inputs)
7372135444	(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792655441	(2) TIRE, FRONT 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
	Cab schematic 100WL
	Location 1: 9219, Winter White (Std)
	Chassis schematic N/A
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40NSG	CARB COMPANION PLAN for CARB B6.7 and L9 Engines
	SCELZI DUMP BODY PER QUOTE 297065

Financial Summary
2025 HV607 SBA (HV607)

(US DOLLAR)

Description		Price
Net Sales Price:		$208,815.33
Memo Item(s):		
Total Federal Excise Tax	$0.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

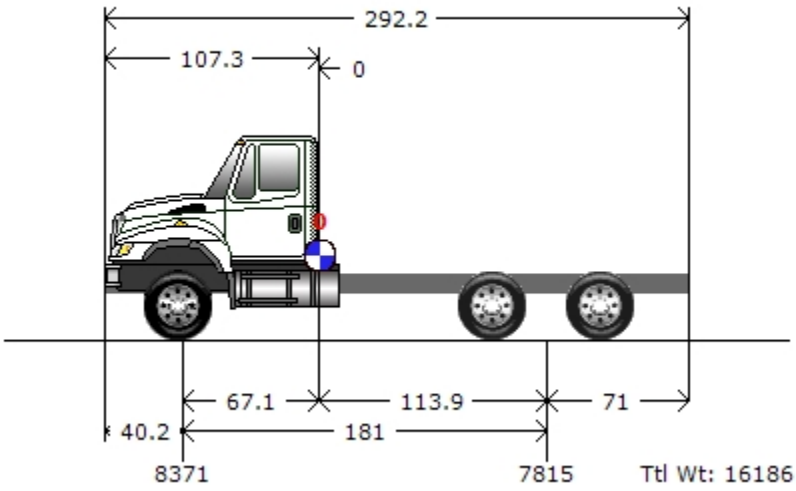
Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	40.2	Body Length	(BL)	N/A	Tractor Front Axle:	8,371
Wheelbase	(WB)	181.00				Tractor Rear Axle:	7,815
Axle to Frame	(AF)	71.00					
Axle to Back Cab	(ABC)	67.1					
Cab to Axle	(CA)	113.9					
Usable CA		113.9					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		0					
DEF(Gals)		0					

Payloads

Before the Cab			Cab			Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	1						

Loads	
Payload Weight:	0
Driver:	0
Fuel-Diesel(Lbs):	0
DEF(Lbs):	0

Weight Distribution	
Total Front Axle:	8,371
Total Rear Axle:	7,815
Total Weight:	16,186

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	Truck		
	Front	Rear	**Total**
Chassis Weight			
Chassis Weight:	8,371	7,815	**16,186**
Fuel:	0	0	**0**
DEF:	0	0	**0**
(Curb Weight):	**8,371**	**7,815**	**16,186**
Loads			
Payloads:	0	0	**0**
Driver:	0	0	**0**
Axle Totals (Gross Weight):	**8,371**	**7,815**	**16,186**

Weight Ratings

	Truck	
	Front	Rear
Axle(axle capacity)	18,000	40,000
Tire(tire capacity)	19,840	46,720
Suspension(suspension capacity)	18,000	40,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (54")

Wheel Combination	**Load**	**Limit**
1 - 3	16,186	48,500

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 58,000 - Gross Vehicle Weight(GVW) 16,186 = 41,814 Reserves

Weight Summary

* Distributed weights are within capacity limits

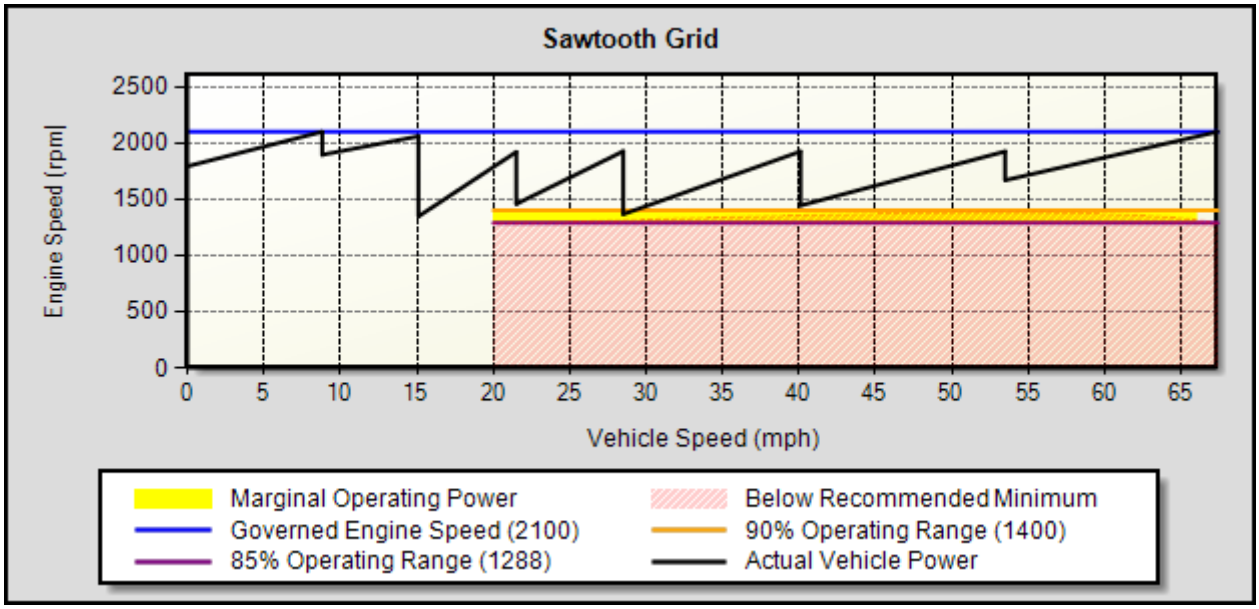
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ATTACHMENTS: 0060ABE 0012VXT 0012THT 0007SDP

Parameter	Value	UOM
Max Accelerator Vehicle Speed	67	MPH
Road Speed Governor Upper Droop	3	MPH
Road Speed Governor Lower Droop	0.0	MPH
Driver Initiated Override (DIO)	N, DISABLE FEATURE OR FUNCTION	N/A
DIO Maximum Road Speed Delta	3	MPH
DIO Maximum Distance	100	MILES
Max Engine Speed No Veh Speed Sensr	2084	RPM
LBSC Enable	N, DISABLE FEATURE OR FUNCTION	N/A
LBSC - Engine Speed Breakpoint	1800	RPM
Gear Down Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
GDP - Heavy Load Vehicle Speed	62	MPH
GDP - Light Load Vehicle Speed	57	MPH
Driver Reward Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Driver Reward Mode	0, ROAD SPEED GOVERNOR	N/A
Fuel Economy - Expected Level	7.00	MPG
Fuel Economy - Good Level	7.25	MPG
Fuel Economy - Best Level	7.50	MPG
% Idle Time - Expected Level	30	%
% Idle Time - Good Level	20	%
% Idle Time - Best Level	10	%
Speed Reward - Expected Level	0	MPH
Speed Reward - Good Level	0	MPH
Speed Reward - Best Level	0	MPH
Speed Reward - Penalty Level	0	MPH
Idle Speed Adjustment Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	750	RPM
Idle Shutdown Enable	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	15.0	MIN
ISD Percent Engine Loading	100	%
ISD In PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	Y	N/A
ISD Engine Coolant Temp Threshold	53	F
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	67	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	3.0	MPH
CC Lower Droop	0.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
CC Engine Brake Swtch Bypass Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Engine Fan Min On Time For AC	30	SEC
Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Max Engine Speed	1500	RPM

PTO Min Engine Speed	500	RPM
PTO Maximum Engine Load	1199	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	1500	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	1, PTO PRK BRK INT TYPE SET TO CAB ONLY	N/A
PTO Transmission Neutral Interlock	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	700	RPM
PTO Set Switch Speed	1500	RPM
PTO Additional Switch Speed	700	RPM
PTO Ramp Rate	100	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A
Remote PTO Speed Setting 1	1000	RPM
Remote PTO Speed Setting 2	1200	RPM
Remote PTO Speed Setting 3	1400	RPM
Remote PTO Speed Setting 4	1400	RPM
Remote PTO Speed Setting 5	1500	RPM
Remote Station PTO Resume Sw Spd	1000	RPM
Remote Station PTO Set Switch Speed	1500	RPM
Remote Station PTO Addition Sw Spd	1500	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque in Top Gear Range	2995	LB-FT
Max Torque in Int. Gear Range	2995	LB-FT
Max Torque in Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Prot Coolant Level Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Sudden Veh Speed Decel Threshold	6.96	MPH
Trip Information Vehicle Ovrspeed1	74	MPH
Trip Information Vehicle Ovrspeed2	76	MPH
Veh Speed Sensor Anti Tamper Level	1, HIGH LEVEL	N/A
Maintenance Monitor Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A

These Electronic Parameters have been successfully finalized

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
		Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	85% Range (%)	90% Range (%)	
1C	3.49	0.0	1794	8.8	2100	N/A	63	50	
2C	1.86	8.8	1895	15.1	2060	N/A	63	50	
2L	1.86	15.1	1347	21.5	1921	N/A	63	50	
3L	1.41	21.5	1457	28.5	1926	N/A	63	50	
4L	1.00	28.5	1366	40.1	1925	N/A	63	50	
5L	0.75	40.1	1444	53.5	1925	N/A	63	50	
6L	0.65	53.5	1669	67.4	2100	N/A	63	50	

STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	6L	70.1	2184	*****	0.00	
HI GEAR SPEED @ RATED RPM	6L	67.4	2100	*****	1.42	
55.0 MPH STEADY-STATE	6L	55.0	1714	*****	2.51	
TYPICAL OPERATING SPEED	6L	60.0	1870	*****	2.04	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN " -----" , VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : ***** GALS/HR @ 700.0 RPM
TORQUE CONVERTER : TC-421 STALL RATIO: 1.77

Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	*****	*****	*****	
AVERAGE MPH	18.9	39.8	54.6	
MISSION MINUTES	29.87	52.03	173.36	

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	3.49	0.0	1794	0.00	37.70		STALL
		5.8	1950	232.94	26.06		70% EFF
		7.7	2042	265.08	22.01		80% EFF
		8.8	2100	274.52	19.98		
2C	1.86	8.8	1895	203.80	14.53		
		15.1	2060	268.98	10.88		
2L	1.86	15.1	1347	291.00	11.85		
		21.5	1921	331.59	9.25		
3L	1.41	21.5	1457	314.05	8.71		
		28.5	1926	330.27	6.70		
4L	1.00	28.5	1366	294.08	5.87		
		40.1	1925	328.30	4.33		
5L	0.75	40.1	1444	304.61	3.94		
		53.5	1925	319.71	2.65		
6L	0.65	53.5	1669	319.92	2.66		
		67.4	2100	308.07	1.42		RATED RPM
		68.2	2125	269.07	1.00		
		69.1	2155	221.45	0.50		
		70.1	2184	173.72	0.00		LEVEL ROAD

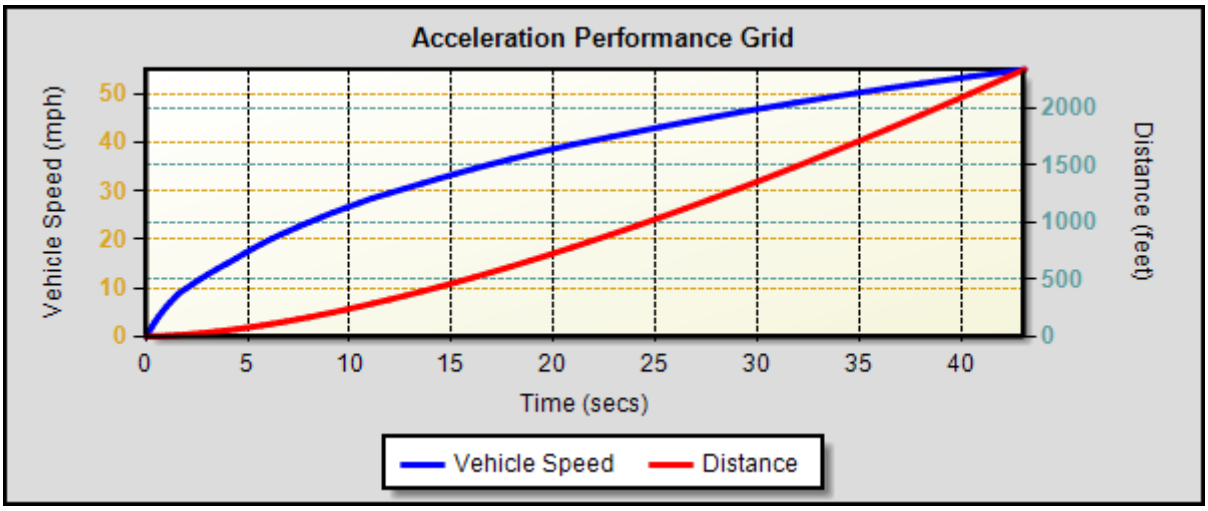
STARTING / TOP GEAR PERFORMANCE

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	3.49	0.0		0.00	37.70		STALL
		7.7		265.08	22.01		80% EFF - Calculated Start Ability

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 43.13 (SECS)

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.15	0.1	1.0	
	0.30	0.4	2.0	
	0.45	1.0	3.0	
	0.61	1.8	4.0	
	0.79	3.0	5.0	
	0.98	4.5	6.0	
	1.19	6.5	7.0	
	1.42	9.0	8.0	
2C	1.60	11.3	8.8	
	1.95	16.0	9.8	
	2.30	21.3	10.8	
	2.67	27.4	11.8	
	3.05	34.3	12.8	
	3.46	42.1	13.8	
	3.88	50.9	14.8	
2L	4.03	54.2	15.1	
	4.44	63.5	16.1	
	4.84	73.5	17.1	
	5.26	84.3	18.1	
	5.70	96.3	19.1	
	6.17	109.8	20.1	
	6.67	124.7	21.1	
3L	6.90	131.9	21.5	
	7.44	149.6	22.5	
	8.00	168.4	23.5	
	8.58	188.8	24.5	
	9.18	211.0	25.5	
	9.82	235.3	26.5	
	10.48	261.7	27.5	
4L	11.14	288.7	28.5	
	11.95	322.9	29.5	
	12.75	358.4	30.5	

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
	13.56	395.2	31.5	
	14.37	433.2	32.5	
	15.20	473.4	33.5	
	16.07	516.4	34.5	
	16.96	562.4	35.5	
	17.90	611.6	36.5	
	18.86	664.2	37.5	
	19.87	720.2	38.5	
	20.91	779.9	39.5	
5L	21.62	821.3	40.1	
	22.82	892.5	41.1	
	24.02	965.8	42.1	
	25.22	1041.2	43.1	
	26.45	1119.9	44.1	
	27.72	1203.1	45.1	
	29.04	1291.4	46.1	
	30.41	1385.0	47.1	
	31.83	1484.2	48.1	
	33.30	1589.2	49.1	
	34.83	1700.4	50.1	
	36.41	1818.1	51.1	
	38.06	1942.8	52.1	
	39.77	2074.9	53.1	
6L	40.45	2128.2	53.5	
	42.25	2271.0	54.5	
	43.13	2341.0	55.0	

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	5.86
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Enroute PTO:	NO
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Vehicle Vocation:	MODERATE ON/OFF HIGHWAY
Acceleration Grade (%):	0.0
Frontal Area (FT2):	76
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	110
Weight on Drive Axle (LBF):	40000
Acceleration Vehicle Spd (MPH):	55.0
Ambient Temperature (F):	70.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL WIDEBASE
TIRE, REAR	8 - RADIAL NORMAL

Components

0001AND	AXLE CONFIGURATION 6x4
0002ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
0005PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
0008GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount
0012EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
0013BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
0014GVU	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, R Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
07372135444	TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
07792655441	TIRE, FRONT 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY

DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT,TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

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CITY OF TRACY
PURCHASE AGREEMENT FOR EQUIPMENT WITH PETERSON TRUCKS, INC.

This Purchase Agreement for Equipment, (**"Agreement"**) is entered into between the City of Tracy, a municipal corporation (**"City"**), and Peterson Trucks, Inc. San Leandro, 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 one International Dump Trucks per Exhibit A ("Equipment").

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 #032824-NVS (**"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: Barney Newman, 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.

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2. **DELIVERY DATES.** The Equipment must be shipped and must arrive at the destination of Boyd Service Center 520 Tracy Blvd. Tracy, CA 95376.

    2.1 Any failure by the Supplier, unless due to delays caused by events beyond the reasonable control of 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 promptly 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 $208,816 (includes estimated sales tax).

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 reasonable written notice. In the event of termination, City will compensate Supplier for all services rendered, materials delivered and any applicable freight or restocking charges.

5. **BREACH.** In the event of a material breach of the Agreement by Supplier, following five (5) days' prior written notice to Supplier, City may terminate the Agreement may procure substitute equipment, and/or may pursue any other available recourse by applicable law 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 twenty-four (24) hours 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 Supplier), and hold harmless the City from and against any third-party Claims to the extent arising out of Supplier's negligent performance or failure to materially comply with obligations under this Agreement, except to the extent caused by the 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 "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 promptly following 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 third-party claims, lawsuits or other legal proceedings to the extent arising out of, related to, or in any manner connected with: (i) 2 International Dump Trucks provided pursuant this Agreement; (ii) claims 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 material breach of this Agreement by Supplier.

12.1 This duty to defend shall apply whether or not such claims, lawsuits, or proceedings have merit or are meritless, or which involve claims 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 promptly upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel reasonably 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

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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:
Peterson Trucks Inc.
2718 Teagarden St.
San Leandro, Calif. 94577

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 dispute of any kind related to this Agreement shall be submitted for binding arbitration in Alameda County, California.

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.

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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 Contract 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.

17. **LIMITATION OF LIABILITY**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING. IN NO EVENT WILL THE AGGREGATE LIABILITY OF SUPPLIER ARISING OUT OF THIS

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AGREEMENT EXCEED THE TOTAL VALUE OF THE AGREEMENT HEREUNDER.

18. **NON-SOLICITATION.** During the term of this Agreement and for one (1) year thereafter, City will not, except with the prior written consent of Supplier, directly or indirectly, solicit or encourage the solicitation of any person who is, or was within a six (6) month period prior to such solicitation, an employee of Supplier or any of its affiliates for any position as an employee, independent contractor, consultant or otherwise. In the event of a breach of this Section by City, along with any other remedy at law, Supplier shall be entitled to full financial damages to be determined by Supplier in its sole discretion.

19. **PAYMENT.** Payment terms are Net Thirty (30) days from invoice date.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____
By: Dan Arriola
Title: Mayor
Date: _____

Attest:

_____
Necy Lopez, Acting City Clerk

Approved as to form:

_____
Andrew Shen, Interim City Attorney

Supplier
Peterson Trucks, Inc.
San Leandro, California

DocuSigned by:
By: _____
1787283A2A6C402...
Title: President
Date: 4/25/2025

Federal Employer Tax ID No.
27-5092064

DocuSigned by:
By: Jamie Pettingaro
E82CF098563E435...
Title: CFO
Date: 4/25/2025

Exhibits: A - Peterson Truck Quote

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) AUTHORIZING THE PURCHASE OF ONE (1) 2025 INTERNATIONAL HV607 DUMP TRUCK FROM PETERSON TRUCKS, INC., THROUGH A COMPETITIVELY BID SOURCEWELL COOPERATIVE AGREEMENT IN THE AMOUNT OF $208,816 FOR THE PUBLIC WORKS DEPARTMENT ROADWAY MAINTENANCE DIVISION; AND 2) DECLARING THE EXISTING FREIGHTLINER M2-112 DUMP TRUCK AS SURPLUS AND APPROVING ITS DISPOSITION PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.310.

WHEREAS, the Operations Division of the Public Works Department is tasked with managing, maintaining, and replacing most of the City's vehicle and equipment fleet; and as 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, the International HV607 is needed to ensure that the Roadway Maintenance Division can continue to provide services to the Tracy community by providing the ability to remove large quantities of debris from job sites and deliver large quantities of asphalt to the job sites throughout the city; and

WHEREAS, on September 2024, City staff requested bids from Sourcewell (formerly National Joint Powers Alliance (NJPA). 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, Sourcewell Contracts Purchasing Solutions are competitively solicited nationally, offering awarded contracts to companies like Peterson Trucks, Inc., a California Corporation, located at 2712 Teagarden St. San Leandro, CA. 94577; and

WHEREAS, the City will contract directly with Peterson Trucks, Inc. "piggybacking" on the Sourcewell Cooperative Agreement, through a purchase agreement that will incorporate the Sourcewell Cooperative Agreement terms and conditions; and

WHEREAS, the existing failed Freightliner M2-112 will be sold at public auction to the highest bidder per Section 2.20.310 of the Tracy Municipal Code (TMC) which identifies the method of disposition of surplus property; and

WHEREAS, while the City is committed to green initiatives and the use of alternative or low-carbon fuels, the vehicles proposed for this purchase are conventional gasoline powered units due to current limitations in manufacturing and availability of electric and alternative fuel heavy-duty trucks, work vans, and the City's current lack of required fueling infrastructure; and

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

Description	Vendor	Cost	Public Bidding Procedure
2025 INTERNATIONAL HV607 SBA W/ROAD SERVICE BODY (Replaces 2154)	PETERSON TRUCKS, INC.	$208,816	Sourcewell (NJPA) 060920-NVS

and;

WHEREAS, Below is a list of the equipment that will be removed from service and sent to surplus.

Retiring Equipment	Equipment Age	Repair Cost	Equipment Condition
2005 Freightliner M2-112, 10 Wheel Dump Truck OLD ASSET- 2154	Mileage- 67083 Age- 19yrs	$127,855.00	Poor Condition, Exhaust filter discontinued, non-repairable non-serviceable

and;

WHEREAS, the funding for the purchase of the truck in the amount of $208,816 is available in the Fleet Replacement Fund (FD 605); and

WHEREAS, the item is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines sections 15061(b)(3) and 15378(b)(2) as the purchase of a replacement dump truck will not result in any potentially significant environmental impacts ; now, therefore, be it

RESOLVED: that the City Council of the City of Tracy adopt a Resolution authorizing the purchase agreement for one 2025 International HV607 dump truck from Peterson Trucks, Inc. through a competitively bid Sourcewell Cooperative Agreement in the amount of $208,816 for the Public Works Department Roadway Maintenance Division; and be it

FURTHER RESOLVED: that the City Council of the City of Tracy declare the existing Freightliner M2-112 dump truck as surplus and approve its disposition pursuant to Tracy Municipal Code Section 2.20.310.

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

The foregoing Resolution 2025-____was adopted by the Tracy City Council on 3rd day of June, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 3, 2025

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting the Federal Aviation Administration's Airport Infrastructure Grant, in the amount of $75,050; (2) appropriating the full grant amount to Capital Improvement Project 77600 – Design – Install Backup Generator; and (3) appropriating an additional $3,950 of Airport Enterprise Funds to CIP 77600 to meet the grant's requisite 5% match requirement.

EXECUTIVE SUMMARY

Tracy Municipal Airport does not have a backup source of electricity that can be used during power outages to maintain the existing electrical infrastructure such as runway lights, navigational aids, and fuel supply. This deficiency is typically addressed by the installation of an emergency generator system. The recommended action accepts an anticipated grant from the Federal Aviation Administration (FAA) to fund a project to evaluate the Airport's electrical infrastructure and design the addition of a backup generator to the existing system. The recommended action also creates a Capital Improvement Project (CIP 77600 – Design – Install Backup Generator) for this project, appropriates the FAA grant funding to the CIP, and appropriates the required 5% match funding from Airport Enterprise funds to the project.

Once the design project is completed and detailed project estimates have been prepared, staff will apply for additional grant funding to purchase and install the necessary equipment.

BACKGROUND AND LEGISLATIVE HISTORY

Over the past five (5) years, Pacific Gas & Electric has had multiple power line failures along South Tracy Boulevard and West Linne Road creating power outages at Tracy Municipal Airport lasting from six (6) hours up to two (2) days. During that time, the airport was unable to provide fuel services, operable navigational aids, beacon, and operate emergency exits to the airport. In order to maintain safe operations of the airport, runways and navigational aids must be lit to provide pilot guidance. If fuel is unavailable, the pilot could be forced to travel to another airport in search for it, running the risk of running out before arrival.

Staff submitted a grant application to the Federal Aviation Administration (FAA) for the design of a backup generator and it is anticipated that this grant will be awarded in 2025. The FAA will pay for 95% ($75,050) of grant eligible project costs through the Airport Infrastructure Grant Program (AIG). The Airport Enterprise Fund will supply the required 5% match of $3,950 out of Operations and Maintenance Funds to fulfill the grant obligation. Typically, grant acceptance is approved by the City Council after the grant has been awarded; however, the FAA timeline for grant acceptance is very short and requires pre-award acceptance to ensure that the City can meet the timeline.

ANALYSIS

Acceptance of the FAA grant prior to grant award will allow the City to process the grant acceptance documents within the FAA time requirements if the grant is awarded as anticipated. This will provide funding for the first phase of this vital aviation safety project.

Creation of a CIP is required to appropriate the grant and match funds (CIP 77600 – Design – Install Backup Generator). The CIP will have an approved budget of $79,050, based on the anticipated FAA grant of $75,050 and the 5% match of $3,950.

The total estimated cost of this project is as follows:

Environmental Studies	$3000
Administration	$2,000
Engineering Design, Preparation of Plans and Specs	$67,000
Engineering Support During Bidding and Contract Award	$7000
Total Project Cost	**$79,000**
Participation Breakdown	
FAA Participation - Entitlement/Discretionary	$75,050
Sponsor Local Match - City of Tracy	$3,950

FISCAL IMPACT

Proposed CIP 77600 – Design – Install Backup Generator has a budget of $79,000 with 95% of the project funded by an FAA Airport Infrastructure Grant Program in the amount of $75,050. The remaining cost of $3,950 will be paid from the Airport Enterprise Fund through CIP 77600 to match the full grant award. If the City does not receive the FAA grant, the project will not proceed, and the City will reapply for funding in the next grant cycle.

CEQA/NEPA DETERMINATION

As this is an airport project with federal funding, the proposed project Categorical Exclusion had to be reviewed and approved by the FAA. On January 26, 2023, the FAA determined the proposed project was Categorically Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). No further federal environmental disclosure documentation for the project is necessary for NEPA purposes.

The Project is categorically exempt per CEQA Guidelines Section §15301 Existing Facilities, Class I category and as an administrative and financing act that has no possibility of resulting in a potentially significant environmental impact under CEQA Guidelines Section 15378(b)(4,5).

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution (1) accepting the Federal Aviation Administration's Airport Infrastructure Grant, in the amount of $75,050; (2) appropriating the full grant amount to Capital Improvement Project 77600 – Design – Install Backup Generator; and (3) appropriating an additional $3,950 of Airport Enterprise Funds to CIP 77600 to meet the grant's requisite 5% match requirement.

Prepared by: Paula Jessup, Airport Manager

Reviewed by: Gordon MacKay, Interim Public Works Director
David Murphy, Assistant Director of Operations
Sara Castro, Finance Director
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo Sanchez, Assistant City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) **ACCEPTING A FEDERAL AVIATION ADMINISTRATION AIRPORT INFRASTRUCTURE GRANT, IN THE AMOUNT OF $75,050;**
2) **APPROPRIATING THE FULL GRANT AMOUNT TO CAPITAL IMPROVEMENT PROJECT 77600 – DESIGN – INSTALL BACKUP GENERATOR; AND**
3) **APPROPRIATING AN ADDITIONAL $3,950 OF AIRPORT ENTERPRISE FUNDS TO CIP 77600 TO MEET THE GRANT'S REQUISITE 5% MATCH REQUIREMENT.**

WHEREAS, Tracy Municipal Airport does not have a backup source of electricity that can be used during power outages to maintain the existing electrical infrastructure such as runway lights, navigational aids and fuel supply; and

WHEREAS, this deficiency is typically addressed by the installation of an emergency generator system; and

WHEREAS, over the past five (5) years, Pacific Gas & Electric has had multiple power line failures along South Tracy Boulevard and West Linne Road creating power outages at Tracy Municipal Airport lasting from six (6) hours up to two (2) days; and

WHEREAS, during that time, the airport was unable to provide fuel services, operable navigational aids, beacon, and operating emergency exits to the airport. In order to maintain safe operations of the airport, runways and navigational aids must be lit to provide pilot guidance; and

WHEREAS, staff submitted a grant application to the Federal Aviation Administration (FAA) for the design of a backup generator and it is anticipated that this grant will be awarded in 2025; and

WHEREAS, the FAA will pay for 95% ($75,050) of grant eligible project costs through the Airport Infrastructure Grant Program (AIG), the Airport Enterprise Fund will supply the required 5% match of $3,950 out of Operations and Maintenance Funds, to fulfill the grant obligation; and

WHEREAS, typically grant acceptance is approved by the City Council after the grant has been awarded; however, the FAA timeline for grant acceptance is very short and requires pre- award acceptance to ensure that the City can meet the timeline; and

WHEREAS, acceptance of the FAA grant prior to grant award will allow the City to process the grant acceptance documents within the FAA time requirements if the grant is awarded as anticipated and this will provide funding for the first phase of this vital aviation safety project; and

WHEREAS, creation of a CIP is required to appropriate the grant and match funds (CIP 77600 – Design – Install Backup Generator) and will have an approved budget of $79,050, based on the anticipated FAA grant of $75,050 and the 5% match of $3,950; and

WHEREAS, The total estimated cost of this project is as follows:

Environmental Studies	$3000
Administration	$2,000
Engineering Design, Preparation of Plans and Specs	$67,000
Engineering Support during bidding and contract award	$7000
Total Project Cost	**$79,000**
Participation Breakdown	
FAA Participation- Entitlement/Discretionary	$75,050
Sponsor Local Match- City of Tracy	$3,950

and;

WHEREAS, on January 26, 2023, the FAA determined the proposed project was Categorically Excluded pursuant to FAA Order 1050.1F as it relates to environmental review under the National Environmental Policy Act of 1969, as amended (NEPA); and.

WHEREAS, no further federal environmental disclosure documentation for the project is necessary for NEPA purposes

WHEREAS, the City's acceptance of this grant application is exempt from review under the California Environmental Quality Act as an administrative and financing act that has no possibility of resulting in a potentially significant environmental impact under CEQA Guidelines Section 15378(b)(4,5) and as it facilitates the operations of an existing facility under CEQA Guidelines Section 15301; now, therefore, be it

RESOLVED: that the City Council of the City of Tracy adopt a Resolution accepting the Federal Aviation Administration's Airport Infrastructure Grant, in the amount of $75,050; and be it

FURTHER RESOLVED: that the full grant fund amount will be appropriated to Capital Improvement Project 77600 – Design – Install Backup Generator; and be it

FURTHER RESOLVED: that an additional $3,950 of Airport Enterprise Funds will be appropriated to CIP 77600 to meet the grant's requisite 5% match requirement.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 3rd day of June, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 3, 2025

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance adding Section 9.06.080 – State Fire Maps to Chapter 9.06 – Fire Protection and Prevention of Title 9 – Building Regulations, of the Tracy Municipal Code, thereby adopting the fire maps issued by the State Fire Marshal.

BACKGROUND AND LEGISLATIVE HISTORY

At its May 6, 2025, Regular Meeting, the City Council unanimously approved the introduction of this Ordinance on a first reading. Additional background regarding the proposed Ordinance is set forth in the staff report provided in connection with that item, also attached here for reference.

ACTION REQUESTED OF THE CITY COUNCIL

Approve and adopt this Ordinance on a second reading, adding Section 9.06.080 – State Fire Maps to Chapter 9.06 – Fire Protection and Prevention of Title 9 – Building Regulations, of the Tracy Municipal Code, thereby adopting the fire maps issued by the State Fire Marshal.

Prepared by: April B. A. Quintanilla, City Clerk

Reviewed by: Arturo Sanchez, Assistant City Manager
Andrew Shen, Interim City Attorney

Approved by: Karin Schnaider, Assistant City Manager

Attachments:

A: Agenda Item 3.A Staff Report with Attachments from May 6, 2025, Regular Meeting

Attachment A

May 6, 2025

Agenda Item 3.A

RECOMMENDATION

Staff recommends that City Council introduce an ordinance adding Section 9.06.080 – State Fire Maps to Chapter 9.06 – Fire Protection and Prevention of Title 9 – Building Regulations, of the Tracy Municipal Code, thereby adopting the fire maps issued by the State Fire Marshal.

EXECUTIVE SUMMARY

This agenda item involves the adoption of new Fire Hazard Severity Zone Maps for Local Responsibility Areas. The maps were provided by the State Fire Marshal in response to legislative changes to the California Government Code requiring their distribution and adoption by local fire protection agencies. Adoption of these maps does not impose any new, direct requirement on the City but is in direct response to legislative mandate.

BACKGROUND AND LEGISLATIVE HISTORY

In 1981, following the Panorama Fire in San Bernardino County, the State of California amended California Public Resource Code (PRC) Section 4201 through 4204, requiring Fire Hazard Severity Zone (FHSZ) Maps for each of the State Responsibility Areas (SRA). The SRAs are those geographical areas where the State of California has primary fire prevention and suppression responsibility. Areas covered by local or regional fire departments, districts or authorities are not included in the SRAs.

In 1992, following the Oakland Hills Fire, the State amended the PRC to require mapping of Very High FHSZs in the Local Responsibility Areas (LRA). These are geographical areas where local fire protection agencies have primary fire prevention and suppression responsibility, such as the City of Tracy, which has been historically served by the Tracy Fire Department, Tracy Rural Fire District and/or the South San Joaquin County Fire Authority (SSJCFA).

In 2003, following the Cedar Fire in San Diego County, new fire-resistant building codes were introduced for Very High FHSZs throughout the State of California. These requirements did not apply to construction in other fire hazard risk zones outside of the Very High FHSZs.

In 2007, the California Department of Forestry and Fire Protection (CAL FIRE) adopted new maps for the three identified zones (Moderate, High, and Very High). The resulting maps found no Very High FHSZs in any LRA in San Joaquin County but designated much of southwestern Tracy (Tracy Hills) as a Moderate FHSZ. At the time, there was no obligation to modify development or building code lands in the Moderate FHSZ. A copy of the referenced map is included as Attachment B.

In 2021, Senate Bill 63 (Stern) was adopted and created a series of new standards relating to fire maps, including the following:

1. The State Fire Marshal must develop new FHSZ maps for LRAs that shall include all Moderate, High, and Very High zones.
2. Local agencies must adopt the new maps within 120 days of receipt from the State Fire Marshal. Prior to their adoption, the local agency must make the maps available for

public review and comment for a period of 30 days.

3. The California Building Code is to be amended to include additional construction requirements for new construction in the Moderate, High, and Very High zones. Previously, this requirement applied only to the Very High FHSZ.

The SRA maps were released in 2023 and the LRA maps for San Joaquin County were released on February 24, 2025. These new maps include significantly more area in the FHSZs than prior maps. In Tracy, the primarily changes are as follows:

1. All of the Tracy Hills residential neighborhoods are now within a High FHSZ.
2. The future Tracy Hills commercial area to the southeast of Corral Hollow Road is now within a Moderate FHSZ and the area near the fire station is excluded.
3. The westernmost portion of the International Park of Commerce is now within a Moderate FHSZ.

A copy of this map is provided as Exhibit 1 to the proposed Ordinance (Attachment A). New construction in the newly mapped moderate and high fire hazard severity zone areas will need to meet new state building code standards for these two fire hazard severity zones, if and when those new requirements are adopted.

In anticipation of the public hearing, staff conducted the following public outreach:

1. Webpage: The Community and Economic Development Department (CED) received the new fire maps on February 24, 2025. A new webpage was created on the City's website and the maps were posted along with supporting information on March 17, 2025, exceeding the minimum 30-day notice requirement. This webpage is located at: https://www.cityoftracy.org/departments/departments/building-safety-division/fire-maps
2. Email Address: In addition, a new email address was created to receive public comments: firemaps@cityoftracy.org. As of May 1, 2025, no emails were received.

ANALYSIS

The purpose of this action is to comply with the provisions of California Government Code Section 51179(a), which states "A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178."

The proposed ordinance would amend Chapter 9.06, Fire Protection and Prevention, by adding a new section 9.06.080 – State Fire Maps. This section would serve simply to adopt the Fire Maps and would appear as follows:

> **9.06.080 – State Fire Maps**
>
> The City of Tracy adopts the Local Responsibility Area Fire Hazard Severity Zones map for the City of Tracy – San Joaquin County as identified by the State Fire Marshal, dated February 24, 2025. A copy of the adopted map can be obtained from the City Clerk's office during regular business hours.

Adoption of the proposed maps would not inherently introduce any new standard or obligation directly to the City of Tracy or owners of affected properties. Though there are new standards and obligations resulting from the passage of SB 63, they are not contingent upon local

adoption of the maps. Rather, adoption is a legislative mandate requirement for the City per state law, intended to provide public awareness of the new maps and their implications.

New Building Codes

As stated above, the new state laws also directed the state Building Standards Commission to amend the California Building Code to apply heightened building standards to the newly expanded Moderate, High, and Very High FHSZs. In these areas, new buildings must be constructed to a higher standard to provide greater fire protection. These changes include unique materials for roofing and siding, closed eaves and crawlspaces, and similar construction and landscaping techniques. These changes would apply only to new construction and would not impact occupied or permitted homes. Nearly all new homes in Tracy Hills would be subject to this standard moving forward. The required date for adoption of these standards by the state is still uncertain[1] and the Building Official is working closely with the affected builders and developers to ensure an efficient transition if and when these new state building codes are required.

Insurance

Adoption of these maps will not directly influence home insurance rates. However, insurance companies may consider a variety of sources to determine their rates, including these public maps. An informational handout from the California Department of Insurance is included as Attachment C.

CEQA DETERMINATION

The proposed ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. If the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

FISCAL IMPACT

The proposed action will have no direct fiscal impact on the City of Tracy.

STRATEGIC PRIORITY

The proposed action supports the following Strategic Priority:

Public Safety 1: Support emergency operations preparedness, response, and recovery.

Adoption of these maps will improve the City's emergency operations, enhance wildfire preparation and response efforts, and will align the City's operations with State programs and policies.

[1] The state Building Standards Commission is in the process of adopting new Title 24 Building Codes, with an intended effective date of January 1, 2026. Pending legislation (AB 306, Schultz) would impose a six-year moratorium on new and modified state building standards from June 1, 2025 until June 1, 2031.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council introduce an ordinance adding Section 9.06.080 – State Fire Maps to Chapter 9.06 – Fire Protection and Prevention of Title 9 – Building Regulations, of the Tracy Municipal Code, thereby adopting the fire maps issued by the State Fire Marshal.

Prepared By: Forrest Ebbs, Director of Community and Economic Development

Reviewed by: Sara Castro, Director of Finance
Matthew Summers, Interim Assistant City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Ordinance
Exhibit 1 to Ordinance – Map of Fire Hazard Severity Zones
Attachment B – 2007 Fire Hazard Severity Map
Attachment C – California Department of Insurance – Informational handout
Attachment D - PowerPoint

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

ADDING SECTION 9.06.080 – STATE FIRE MAPS – TO CHAPTER 9.06 – FIRE PROTECTION AND PREVENTION OF TITLE 9 – BUILDING REGULATIONS, OF THE TRACY MUNICIPAL CODE, THEREBY ADOPTING THE FIRE MAPS ISSUED BY THE STATE FIRE MARSHAL.

WHEREAS, California Government Code Section 51179(a) requires a local agency to designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendation from the State Fire Marshal pursuant to Section 51178; and

WHEREAS, the City of Tracy received recommended fire maps from the State Fire Marshal on February 24, 2025 and published a public-accessible webpage on March 17, 2025 (https://www.cityoftracy.org/departments/departments/building-safety-division/fire-maps), with a copy of the map attached hereto as Exhibit 1; and

WHEREAS, the website contained copies of the maps, provided a dedicated email address to receive public comments, and included links to informative websites; and

WHEREAS, the City received public comments during an open comment period, following the publication of the webpage on March 17, 2025; and

WHEREAS, on May 6, 2025, the City Council held a duly noticed public hearing to review and consider public comments and the proposed ordinance; and

WHEREAS, Section 51179 (c) requires the local agency to transmit a copy of an adopted ordinance adopted Pursuant to subdivision (a) of the section to the State Board of Forestry and Fire Protection within 30 days of its adoption

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRACY AS FOLLOWS:

SECTION 1. Incorporation of Recitals/Findings. The City Council of the City of Tracy hereby finds and determines the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2. CEQA Exemption. The City Council hereby determines that this ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either

directly or ultimately. If this ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 3. Municipal Code Amendment. The City Council hereby amends Chapter 9.06 – Fire Protection and Prevention, by adding the following section:

9.06.080 – State Fire Maps

The City of Tracy adopts the Local Responsibility Area Fire Hazard Severity Zones map for the City of Tracy – San Joaquin County as identified by the State Fire Marshal, dated February 24, 2025. A copy of the adopted map can be obtained from the City Clerk's office during regular business hours.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 6. Publication. The City Clerk is directed to publish this Ordinance in a manner required by law.

SECTION 7. Codification. This Ordinance shall be codified in the Tracy Municipal Code.

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

The foregoing Ordinance 2025-_____ was introduced at a regular meeting of the Tracy City Council on the 6th day of May 2025, and finally adopted on the ___ day of _____ 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy

ATTEST: _____
April B. A. Quintanilla
City Clerk and Clerk of the Council of the City of Tracy
Date of Attestation: _____

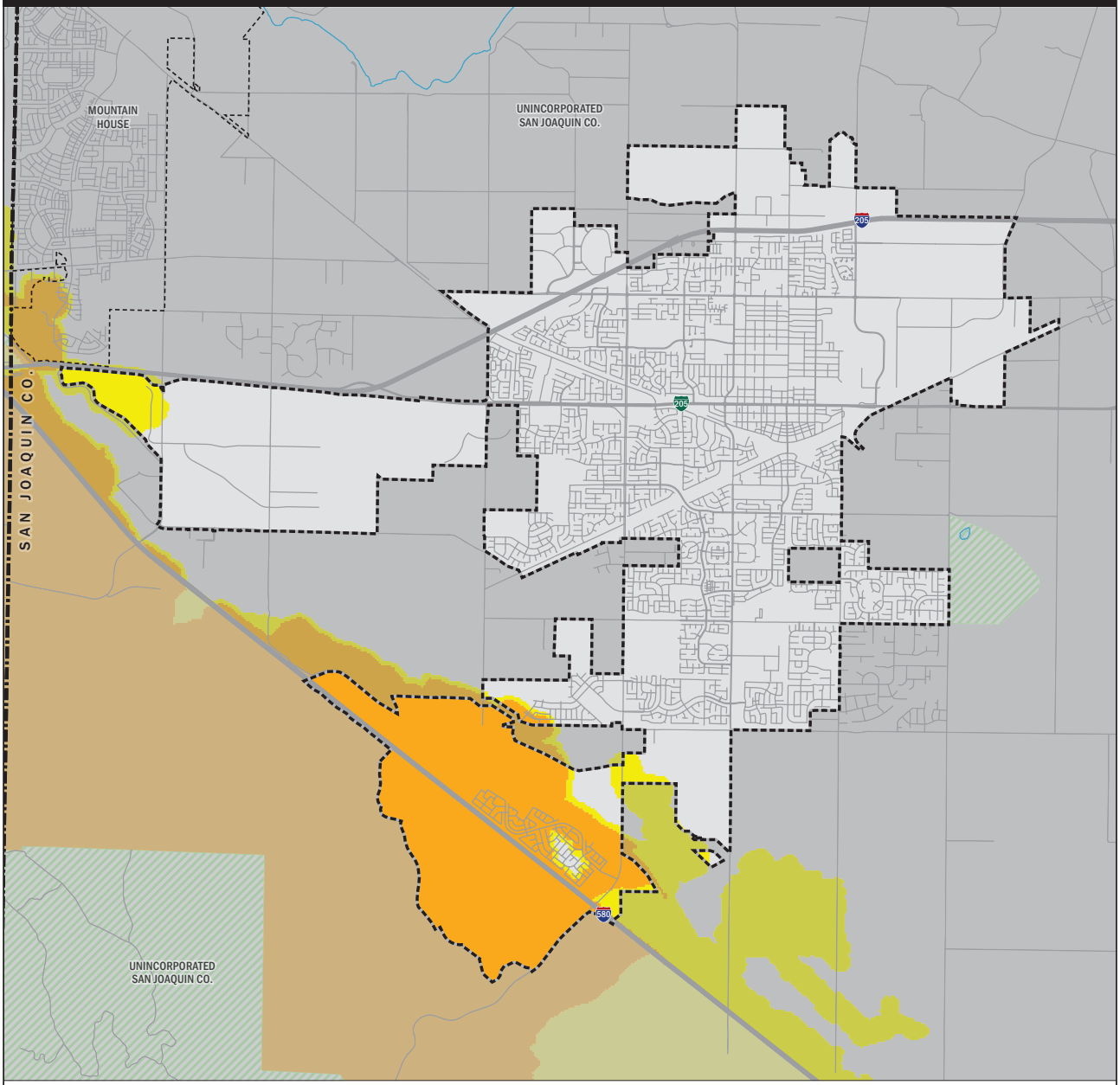
Exhibit 1 – Map of Fire Hazard Severity Zones

CITY OF TRACY – SAN JOAQUIN COUNTY

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

February 24, 2025





Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

High Moderate

Mi 0 1 2 3

Km 0 1 2 3 4 5

Projection: NAD 83 California Teale Albers
Scale: 1:63,000 at 11" x 17"

Incorporated City Waterbody

Unzoned LRA Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency

Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection

Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:

CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)

CAL FIRE State Responsibility Areas (SRA25_1)

City and County boundaries as of 10/22/24 (CA Board of Equalization)

Attachment B

SAN JOAQUIN COUNTY

Fire and Resource Assessment Program
California Department of Forestry and Fire Protection

DRAFT FIRE HAZARD SEVERITY ZONES IN LRA

121°36'0"W 121°6'0"W 121°0'0"W 120°54'0"W
38°18'0"N 38°12'0"N 38°6'0"N 38°0'0"N 37°54'0"N 37°48'0"N 37°42'0"N 37°36'0"N

SACRAMENTO COUNTY
AMADOR COUNTY
CALAVERAS COUNTY
CONTRA COSTA COUNTY
ALAMEDA COUNTY
STANISLAUS COUNTY

Thornton
Collierville
Clements
Lodi
Terminous
STOCKTON
Linden
Farmington
Lathrop
Manteca
Escalon
Tracy
Ripon

South Mokelumne River
Mokelumne River
Commanche Reservoir
San Joaquin River
Old River

08E
04
09E
03
03N
09E
02N
09E
03S
04E
04S
04E
04S
05E

FIRE HAZARD SEVERITY ZONES
- LRA Very High
- LRA High
- LRA Moderate
- LRA Unzoned
- Other Very High
- Other High
- Other Moderate
- Other Unzoned
- Incorporated Cities

Government Code 51175-89 direct the California Department of Forestry and Fire Protection (CAL FIRE) to map areas of very high fire hazard within Local Responsibility Areas (LRA). Mapping of the areas, referred to as Very High Fire Hazard Severity Zones (VHFHSZ), is based on relevant factors such as fuels, terrain, and weather. VHFHSZ maps were initially developed in the mid-1990s but are now being updated based on improved science, mapping techniques, and data.

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N W E S

0 5 Miles
0 10 Kilometers

Projection Albers, NAD 1927
Scale 1: 100,000
at 30" x 43"
October 02, 2007

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Arnold Schwarzenegger, Governor,
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MAP ID: FHSZL06_1_MAP
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RICARDO LARA
INSURANCE COMMISSIONER
California Department of Insurance

Q&A – Insurance and CAL FIRE Fire Hazard Severity Zone Maps

1. **How will the updated CAL FIRE maps affect insurance availability and affordability?**

CAL FIRE's maps are intended to drive local planning decisions, not insurance decisions. Under Commissioner Lara's new regulation finalized in October 2022, insurance companies must provide discounts for wildfire safety actions such as community mitigation and home-hardening, which CAL FIRE's maps do not assess. In addition, insurance companies are already using risk analysis tools and models that go beyond CAL FIRE's proposed maps in determining what properties they will underwrite.

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2. **How will these maps benefit the public?**

Public education about where current wildfire hazards exist is essential to reducing the threat to local communities and maintaining access to available and affordable insurance. When communities know and understand their risks, they can plan and prepare.

In addition, the Department's first-ever report on climate insurance recommended updated wildfire hazard mapping to improve public safety.

3. **If you are a homeowner and your zone changed from High Hazard to Very High Hazard, will this impact your insurance premiums or renewal ability?**

For many years, insurance companies have been using alternate wildfire risk tools for determining where they will write and renew policies, and how much premium to charge a policyholder, not the Fire Hazard Severity Zone maps. Therefore, a change in designation on the maps for a single homeowner is unlikely to affect their insurance. The reality is that more accurate risk information enables homeowners and communities to reduce their wildfire risks, and Commissioner Lara's new wildfire mitigation regulation clarifies what actions you should take to reduce wildfire risks. Once that regulation is fully implemented, if a homeowner or business owner takes those risk mitigation actions, they will be able to see a discount in their insurance premium.

4. **How is the state addressing wildfire mitigation?**

By design, CAL FIRE's maps are focused on long-range wildfire hazard, which includes only certain variables, like wind, vegetation, ember production and movement, climate, topography, and fire history. CAL FIRE's maps will give up to date information to communities about the level of wildfire hazard they face, which could help target resources at the state and local level. Expanded state grant programs and Commissioner Lara's new wildfire safety regulation are aimed at reducing wildfire risks to communities through programs such as Firewise USA and the new Fire Risk Reduction Community designation from the California Board of Forestry and Fire Protection.

Attachment D

Fire Hazard Severity Zone Maps

City Council Adoption

May 6, 2025

Background

- 1981 - Panorama Fire – San Bernardino County
  - State Amended Public Resource Code Section 4201-4204
  - Required Fire Hazard Severity Zone (FHSZ) Maps for State Responsibility Areas (SRA)
    - SRA = State of California (Cal Fire) has primary fire prevention and suppression responsibility

Background

- 1992 – Oakland Hills Fire
  - State Amended Public Resource Code
  - Required Fire Hazard Severity Zone (FHSZ) Maps for Very High FHSZ in Local Responsibility Areas (LRA)
    - LRA = Cities or local agencies have primary fire prevention and suppression responsibility

TRACY

Think Inside the Triangle™

Background

- 2003 – Cedar Fire – San Diego County
  - New Building Codes for Very High FHSZ
- 2007 – CAL-Fire adopts new FHSZ maps with Moderate, High and Very High
  - No Very High FHSZ in San Joaquin County
  - Moderate in Tracy Hills
    - No requirements for Moderate

Background

- 2021 – SB 63 (Stern, 2021)
  - New Standards for fire maps
    - State Fire Marshall to develop new FHSZ maps for LRAs that include Moderate, High, and Very High Zones
    - Local Agencies must adopt the new maps within 120 days of receipt
    - The California Building Code is to be amended to include additional construction requirements for new construction in Moderate, High, and Very High Zones. (Previously Very High only)

Background

- 2023 – SRA Maps Released
- February 2025 – LRA Maps Released
  - Changes to Tracy Maps
    - Residential neighborhoods in Tracy Hills and small part of Ellis are now in High FHSZ
    - Only westernmost portion of the IPC is in Moderate FHSZ - reduction

TRACY

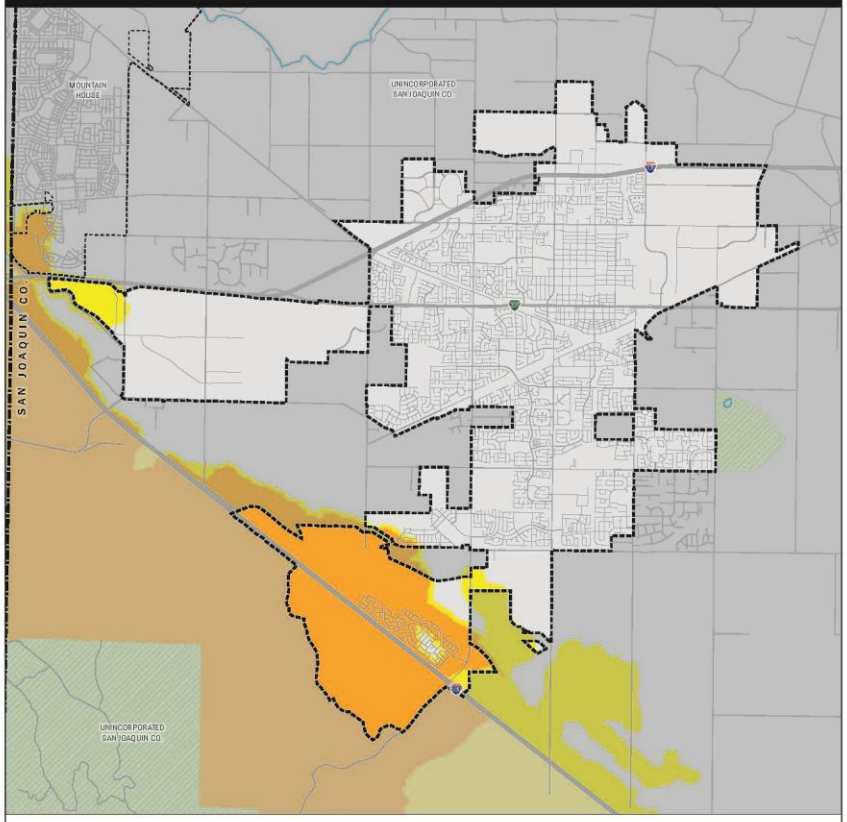
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CITY OF TRACY – SAN JOAQUIN COUNTY

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

February 24, 2025





Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

High Moderate

MI 0 1 2 3

Km 0 1 2 3 4 5

Projection: NAD 83 California Teale Albers
Scale: 1:63,000 at 11" x 17"

Incorporated City Waterbody

Unzoned LRA Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

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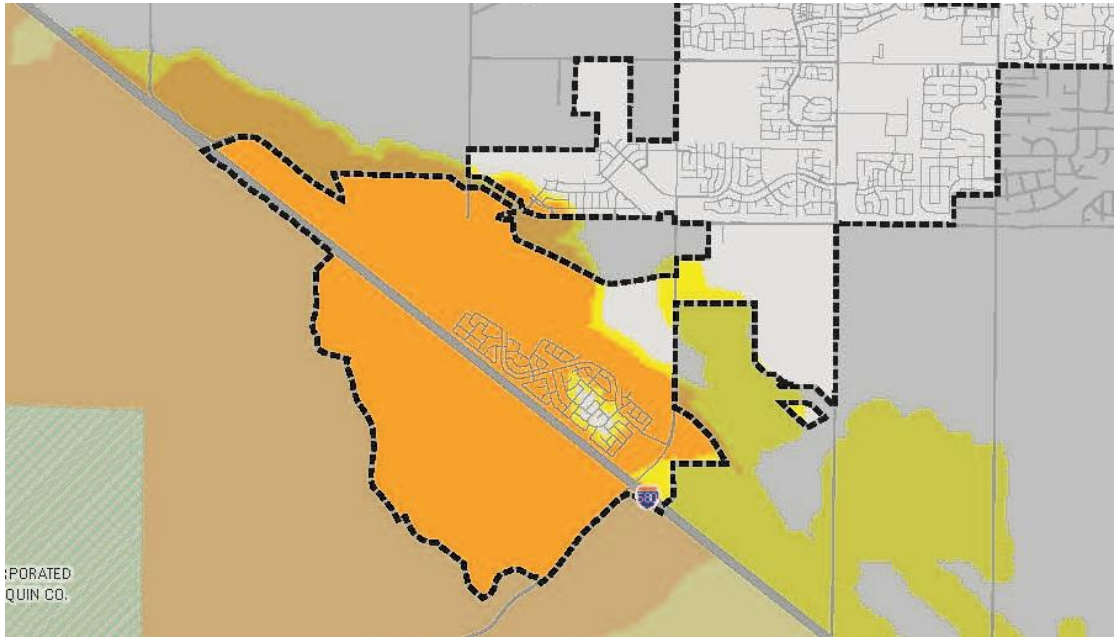
Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)

TRACY

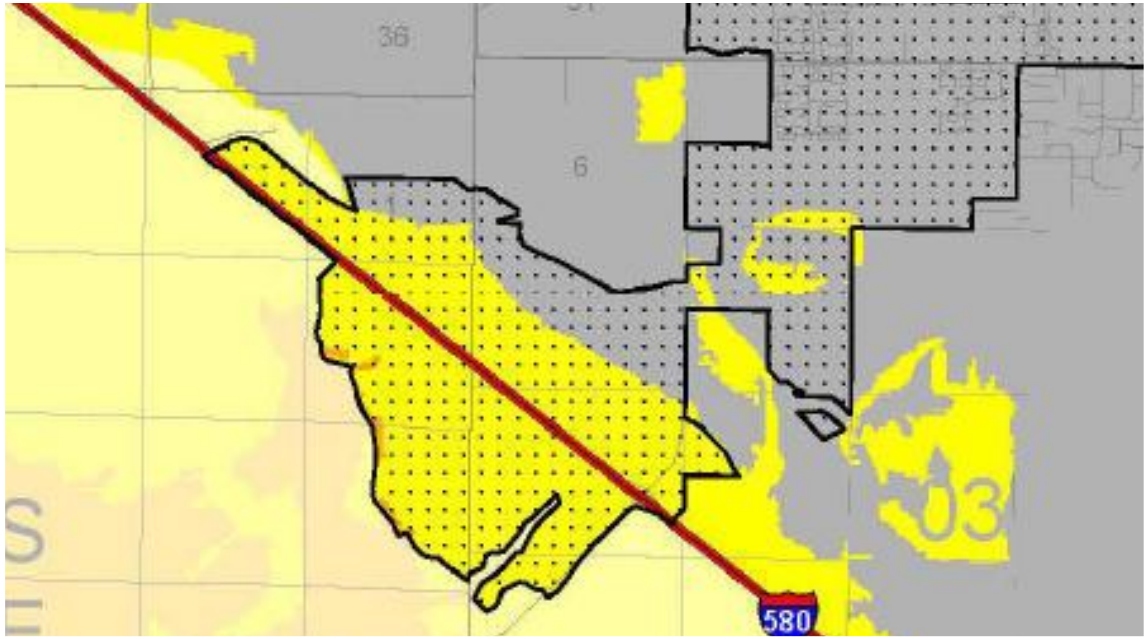
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Tracy Hills

February 24, 2025 Map



October 02, 2007 Map

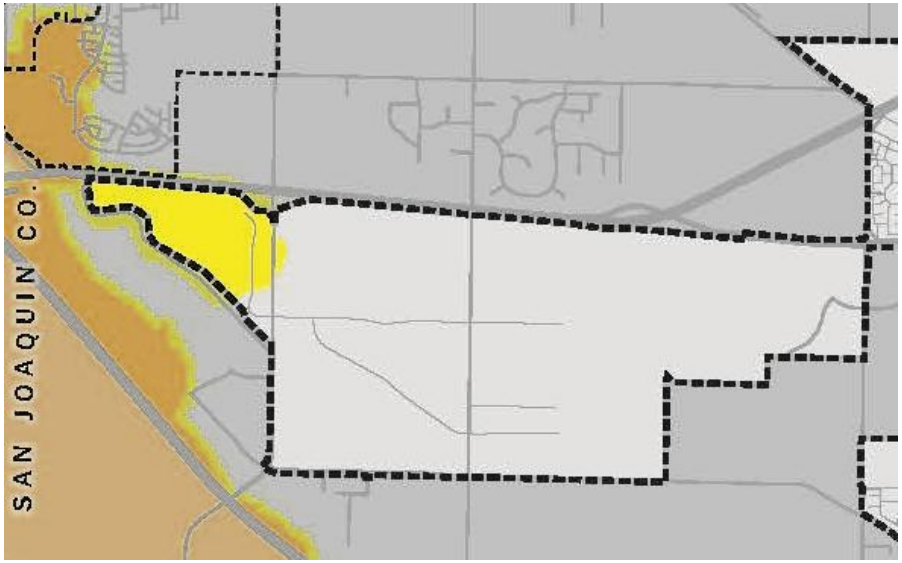


TRACY

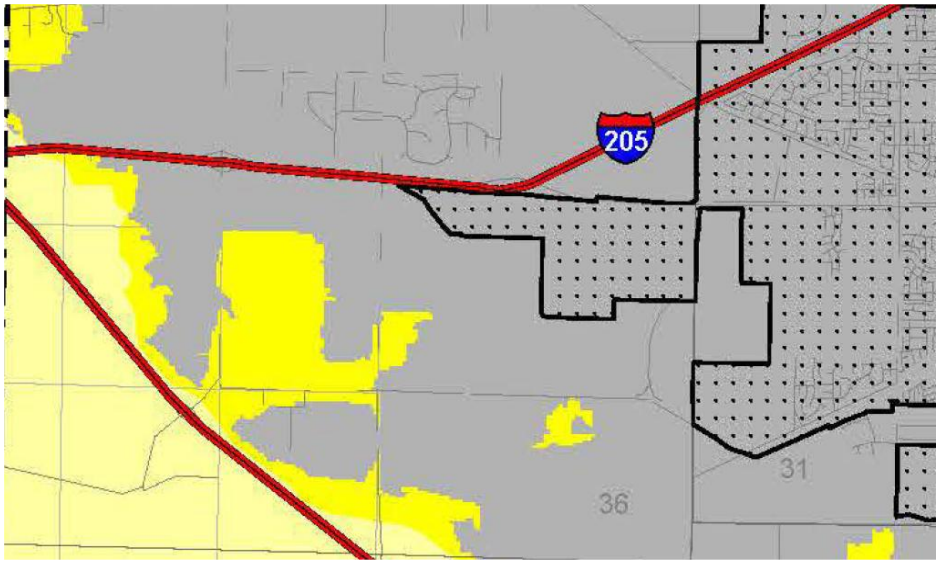
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IPC

February 24, 2025
Map



October 02, 2007
Map



Outreach

- February 24 - State Maps received
- March 17 - Posted for Public Review on City website
  - Email address established for public comments: firemaps@cityoftracy.org
- March 17-April 16 - 30-day Public Review Period

Outreach

Webpage

https://www.cityoftracy.org/departments/departments/building-safety-division/fire-maps

Email

firemaps@cityoftracy.org

TRACY

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New Building Codes

- Improved fire resistance
- Ember resistant construction
- Building separations
- Landscape

- Under review and development by State Fire Marshal
- Building Official working with builders for smooth transition

Insurance

- Adoption does not directly change insurance rates
- Insurance companies may consider maps
- California Department of Insurance has provided an FAQ (Attachment D).

Recommendation

California Government Code 51179(a), states "A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178."

Introduce an ordinance adding Section 9.06.080 – State Fire Maps to Chapter 9.06 – Fire Protection and Prevention of Title 9 – Building Regulations, of the Tracy Municipal Code, thereby adopting the fire maps issued by the State Fire Marshall.

Recommendation

9.06.080 – State Fire Maps

The City of Tracy adopts the Local Responsibility Area Fire Hazard Severity Zones map for the City of Tracy – San Joaquin County as identified by the State Fire Marshal, dated February 24, 2025.

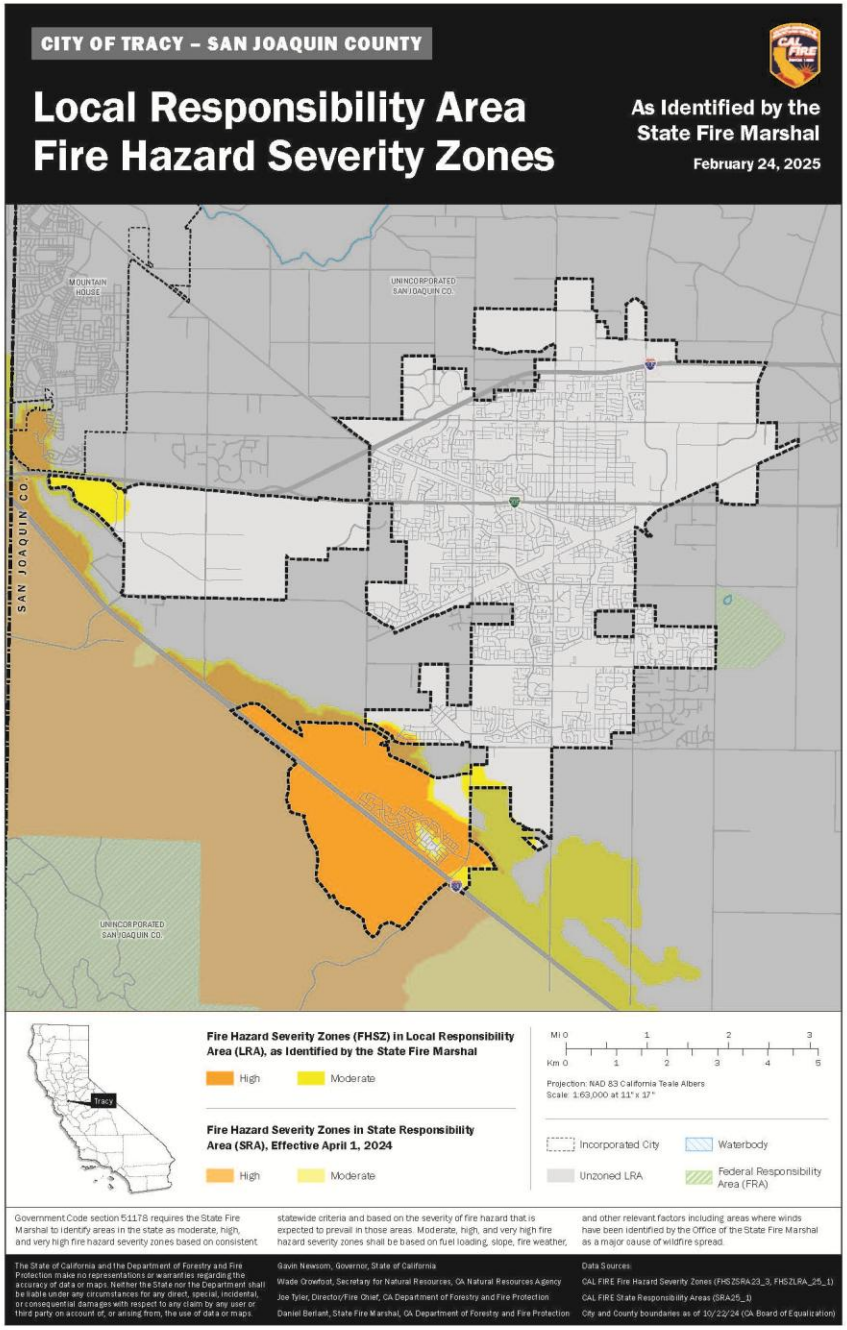
Questions?

TRACY

Think Inside the Triangle™

TRACY

Think Inside the Triangle™



APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

ADDING SECTION 9.06.080 – STATE FIRE MAPS – TO CHAPTER 9.06 – FIRE PROTECTION AND PREVENTION OF TITLE 9 – BUILDING REGULATIONS, OF THE TRACY MUNICIPAL CODE, THEREBY ADOPTING THE FIRE MAPS ISSUED BY THE STATE FIRE MARSHAL.

WHEREAS, California Government Code Section 51179(a) requires a local agency to designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendation from the State Fire Marshal pursuant to Section 51178; and

WHEREAS, the City of Tracy received recommended fire maps from the State Fire Marshal on February 24, 2025 and published a public-accessible webpage on March 17, 2025 (https://www.cityoftracy.org/departments/departments/building-safety-division/fire-maps), with a copy of the map attached hereto as Exhibit 1; and

WHEREAS, the website contained copies of the maps, provided a dedicated email address to receive public comments, and included links to informative websites; and

WHEREAS, the City received public comments during an open comment period, following the publication of the webpage on March 17, 2025; and

WHEREAS, on May 6, 2025, the City Council held a duly noticed public hearing to review and consider public comments and the proposed ordinance; and

WHEREAS, Section 51179 (c) requires the local agency to transmit a copy of an adopted ordinance adopted Pursuant to subdivision (a) of the section to the State Board of Forestry and Fire Protection within 30 days of its adoption

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRACY AS FOLLOWS:

SECTION 1. Incorporation of Recitals/Findings. The City Council of the City of Tracy hereby finds and determines the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2. CEQA Exemption. The City Council hereby determines that this ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either

directly or ultimately. If this ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 3. Municipal Code Amendment. The City Council hereby amends Chapter 9.06 – Fire Protection and Prevention, by adding the following section:

9.06.080 – State Fire Maps

The City of Tracy adopts the Local Responsibility Area Fire Hazard Severity Zones map for the City of Tracy – San Joaquin County as identified by the State Fire Marshal, dated February 24, 2025. A copy of the adopted map can be obtained from the City Clerk's office during regular business hours.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 6. Publication. The City Clerk is directed to publish this Ordinance in a manner required by law.

SECTION 7. Codification. This Ordinance shall be codified in the Tracy Municipal Code.

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

The foregoing Ordinance ____ was introduced at a regular meeting of the Tracy City Council on the 6th day of May 2025, and finally adopted on the 3rd day of June, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy

ATTEST: _____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the City of Tracy
Date of Attestation: _____

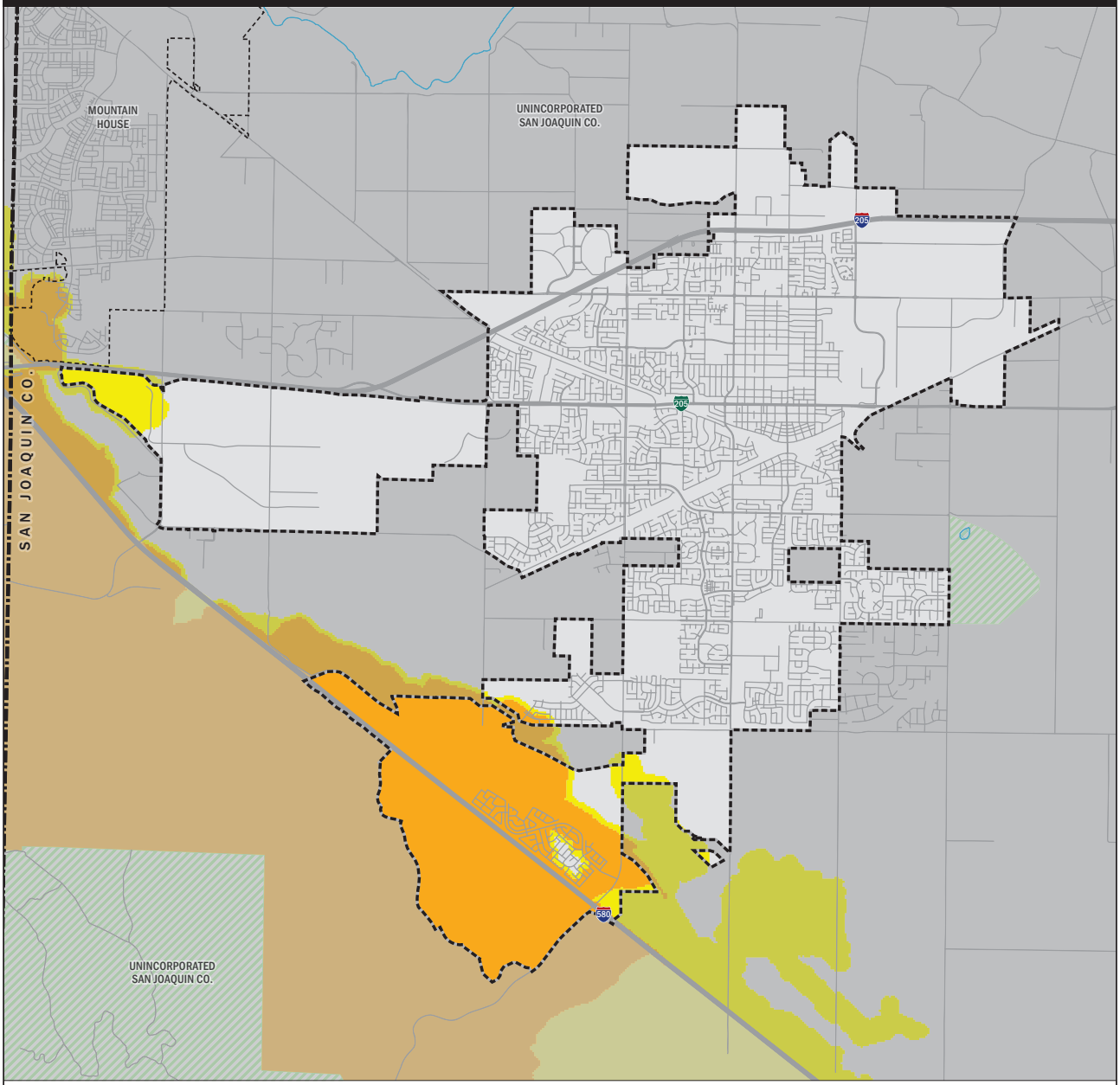
Exhibit 1 – Map of Fire Hazard Severity Zones

CITY OF TRACY – SAN JOAQUIN COUNTY

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

February 24, 2025





Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

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Mi 0 1 2 3

Km 0 1 2 3 4 5

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City and County boundaries as of 10/22/24 (CA Board of Equalization)

Attachment B

SAN JOAQUIN COUNTY

Fire and Resource Assessment Program
California Department of Forestry and Fire Protection

DRAFT FIRE HAZARD SEVERITY ZONES IN LRA

121°36'0"W 121°6'0"W 121°0'0"W 120°54'0"W
38°18'0"N 38°12'0"N 38°6'0"N 38°0'0"N 37°54'0"N 37°48'0"N 37°42'0"N 37°36'0"N

SACRAMENTO COUNTY
AMADOR COUNTY
CALAVERAS COUNTY
CONTRA COSTA COUNTY
ALAMEDA COUNTY
STANISLAUS COUNTY

Thornton
Collierville
Clements
Lodi
Terminous
STOCKTON
Linden
Farmington
Lathrop
Manteca
Escalon
Tracy
Ripon

South Mokelumne River
Mokelumne River
Commanche Reservoir
San Joaquin River
Old River

08E
04
09E
03
03N
09E
02N
09E
03S
04E
04S
04E
04S
05E

FIRE HAZARD SEVERITY ZONES
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N W E S

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Arnold Schwarzenegger, Governor,
State of California
Mike Chrisman, Secretary for Resources,
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Ruben Grijalva, Director,
Department of Forestry and Fire Protection

MAP ID: FHSZL06_1_MAP
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PLSS (1:100,000 USGS, Land Grants with CAL FIRE grid)

RICARDO LARA
INSURANCE COMMISSIONER
California Department of Insurance

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June 3, 2025

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council, by resolution, (1) accept public improvements for Tract 3954, Tracy Hills Village 7C as complete, and assume responsibility for future maintenance and repairs; (2) authorize the City Engineer to release the Developer furnished bonds in accordance with the Subdivision Improvement Agreement; and (3) authorize the City Clerk to file a Notice of Completion with the San Joaquin County Recorder's Office.

EXECUTIVE SUMMARY

Lennar Homes of California, Inc., a California Corporation (Developer), has completed public improvements for Tracy Hills Village 7C, Tract 3954, containing 132 single-family residential lots, in accordance with the Subdivision 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, and authorize the City Engineer to release the Developer's bonds.

BACKGROUND AND LEGISLATIVE HISTORY

On April 5, 2016, by Resolution 2016-062, City Council certified the Tracy Hills Specific Plan Final Subsequent Environmental Impact Report (Final SEIR) and adopted findings of fact, a statement of overriding considerations, and a mitigation monitoring program for the Tracy Hills Specific Plan Project (Application Numbers GPA 10-0001, SPA 13-0001, ZA 13-0001, DA 13-0001, TSM 13-0005, and TSM 16-0001).

On April 5, 2016, by Resolution 2016-066, City Council approved a Small-Lot Vesting Tentative Map for Tracy Hills Phase 1A, Application No. TSM 13-0005, subject to Conditions of Approval, and found it to be in compliance with the Final SEIR.

On October 20, 2020, by Resolution 2020-181, City Council approved a Vesting Tentative Subdivision Map for the Tracy Hills Village 7C project to create 132 single-family residential lots located within Tracy Hills Phase 1A in the vicinity of Tracy Hills Drive (Application Number TSM20-0001). Approval was based on a finding that none of the conditions or circumstances that would require preparation of a subsequent environmental impact report existed in connection with the Vesting Tentative Subdivision Map and that no further environmental document was required.

On December 29, 2020, pursuant to Urgency Ordinance No. 1285, the City Manager approved an Inspection Improvement Agreement with Developer, allowing at-risk construction of public improvements to proceed in Tract 3954, Tracy Hills Village 7C.

On May 4, 2021, by Resolution 2021-048, City Council approved the Subdivision Improvement Agreement (Agreement) and Final Subdivision Map for Tracy Hills Village 7C, Tract 3954, a subdivision consisting of 132 single-family residential lots. The Agreement replaced and superseded the above-mentioned Inspection Improvement Agreement. This subdivision is generally located west of Corral Hollow Road and north of Tracy Hills Drive as shown in

Attachment “A”. The Agreement required Developer to perform the Scope of Work defined in plans on file with the City Engineer’s Office.

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 and City plans and specifications. The estimated cost of the public improvements is as follows:

Cost Breakdown:

Roadway Improvements	$ 851,136
Water	$ 368,775
Storm Drainage	$ 174,876
Sanitary Sewer	$ 274,230
Street Lighting	$ 108,900
Landscaping	$ 281,937
Total	$ 2,059,854
Dedicated Land Value	$ 504,000

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

Bond Type	Amount
Faithful Performance	$2,020,256
Labor and Material	$2,020,256
Warranty	$202,026
Monumentation	$36,000

Faithful Performance bonds may be released upon acceptance of improvements by the City. Labor and Material bonds may be released six months after the recordation of the Notice of Completion as the statute of limitations period expires in accordance with the Tracy Municipal Code and Civil Code Section 9356. Warranty bond may be released one year after City acceptance of improvements and warranty work is completed. Monumentation bond may be released upon City receipt of a letter from the project surveyor stating full payment has been received for the installation of monumentation, per Government Code Section 66496. The City is now in receipt of said letter.

A total of 5.04 acres has been dedicated as public right-of-way on the Final Map for Tracy Hills Village 7C, Tract 3954, was accepted by the City Clerk on May 4, 2021, and is now subject to satisfactory completion of the improvements. The land value is estimated at $504,000. Filing of Notice of Completion by the City Clerk will finalize acceptance of public right-of-way per Tracy Municipal Code 12.36.110.

Developer has completed all 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 and City specifications and plans. Notice of Completion should now be filed by the City Clerk, to be recorded at San Joaquin County Recorder’s Office. The project carries a one-year warranty bond for all public improvements.

FISCAL IMPACT

All improvements were completed by the Subdivider in accordance with the Subdivision Improvement Agreement and there is no fiscal impact associated with this action.

COORDINATION

Project construction activities were coordinated with the City of Tracy Operations and Utilities Department.

CEQA DETERMINATION

This project is in compliance with the Final SEIR certified by City Council and no additional study is required.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council, by resolution, (1) accept public improvements for Tract 3954, Tracy Hills Village 7C as complete, and assume responsibility for future maintenance and repairs; (2) authorize the City Engineer to release the Developer furnished bonds in accordance with the Subdivision Improvement Agreement; and (3) authorize the City Clerk to file a Notice of Completion with the San Joaquin County Recorder's Office.

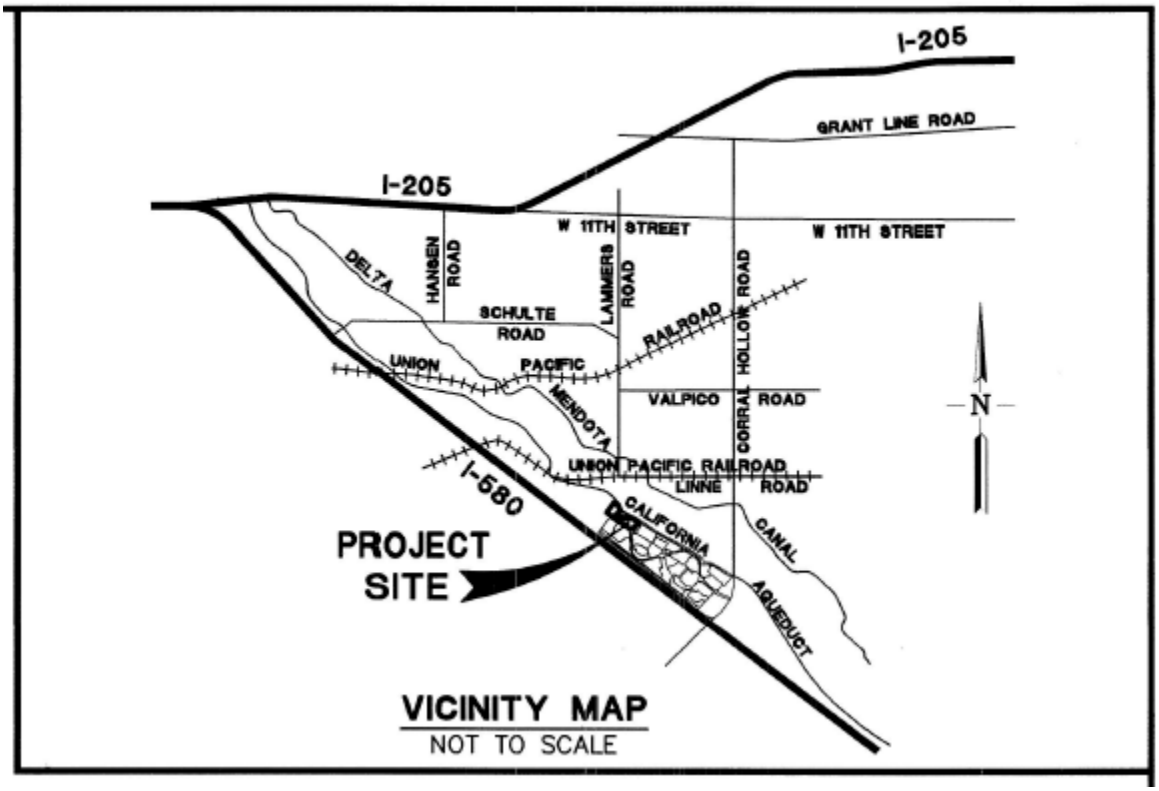
Prepared by: Miguel Hernandez, Construction Manager

Reviewed by: Johnathan Mitchell , PE, City Engineer
Gordon Mackay, Interim Public Works Director
Sara Castro, Finance Director
Karin Schnaider, Assistant City Manager
Andrew Shen, Interim City Attorney

Approved by: Arturo Sanchez, Assistant City Manager

Attachments:
Attachment A – Location of Project

Attachment A



APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-_____

---

(1) ACCEPTING PUBLIC IMPROVEMENTS FOR TRACT 3954, TRACY HILLS VILLAGE 7C AS COMPLETE, AND ASSUME RESPONSIBILITY FOR FUTURE MAINTENANCE AND REPAIRS;

(2) AUTHORIZING THE CITY ENGINEER TO RELEASE THE DEVELOPER FURNISHED BONDS IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENT AGREEMENT; AND

(3) AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE

WHEREAS, on May 4, 2021, City Council approved a Subdivision Improvement Agreement (Agreement) and Final Subdivision Map for Tracy Hills Village 7C, Tract 3954 by Resolution No. 2021-048 with Lennar Homes of California, Inc., a California Corporation (Developer) for the construction of public improvements within Tracy Hills Village 7C, Tract 3954, consisting of 132 single-family residential lots; and

WHEREAS, the City Engineer has inspected the completed work and recommends acceptance of all the improvements completed in accordance with the Agreement; and

WHEREAS, Developer furnished performance, payment, warranty, and monumentation bonds assuring completion of the work. The estimated cost of the improvements is as follows:

Roadway Improvements	$ 851,136
Water	$ 368,775
Storm Drainage	$ 174,876
Sanitary Sewer	$ 274,230
Street Lighting	$ 108,900
Landscaping	$ 281,937
Total	**$ 2,059,854**

; and

WHEREAS, 5.04 acres, valued at $504,000, was dedicated as public right-of-way on the Final Map for Tracy Hills Village 7C, Tract 3954 and accepted by the City Clerk on May 4, 2021, and is now subject to satisfactory completion of improvements thereon; and be it,

RESOLVED that City Council hereby accepts the improvements for Tracy Hills Village 7C, Tract 3954, as complete 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 the Developer bonds in accordance with the terms of the Agreement; and be it

FURTHER RESOLVED: that City Council authorizes the Tracy City Clerk to file a notice of completion with San Joaquin County Recorder's Office;

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 3rd day of June, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:

_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 3, 2025

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting public improvements for Tract 3917 Tracy Village Neighborhood 5A as complete and assuming all future operations and maintenance; (2) accepting public improvements for Tract 4005 Tracy Village Neighborhood 5B as complete and assuming all future operations and maintenance; (3) accepting public improvements for Tract 4006 Tracy Village Neighborhood 2 as complete and assuming all future operations and maintenance; (4) accepting public improvements for Tract 4156 Tracy Village Neighborhood 1 as complete and assuming all future operations and maintenance; (5) authorizing the City Engineer to release improvement security in accordance with the Subdivision Improvement Agreements; and (6) authorizing the City Clerk to file Notices of Completion for Tracts 3917, 4005, 4006, and 4156 with the San Joaquin County Recorder's Office.

EXECUTIVE SUMMARY

The Tracy Village project is located on the south side of Valpico Road east of Corral Hollow Road as shown in Attachment A. It is being constructed by Toll West, Inc., a Delaware Corporation (Developer). Phase 1 of Tracy Village is comprised of Tract 3917 Tracy Village Neighborhood 5A, Tract 4005 Tracy Village Neighborhood 5B, Tract 4006 Tracy Village Neighborhood 2, and Tract 4156 Tracy Village Neighborhood 1. This agenda item seeks approval of a resolution accepting public improvements for Phase 1 of Tracy Village and assumption of future operations and maintenance. Public improvements are limited to sanitary sewer and water infrastructure. All other infrastructure is privately owned by Developer and will be forever maintained by Developer. This agenda item also seeks authorization for the City Engineer to release improvement security in accordance with the respective Subdivision Improvement Agreements and for the City Clerk to file the Notices of Completion with the San Joaquin County Recorder's Office.

BACKGROUND AND LEGISLATIVE HISTORY

Developer has completed construction of Phase 1 of Tracy Village in accordance with the Subdivision Improvement Agreements, City plans and specifications, and Conditions of Approval for the Tracy Village development, and has requested City acceptance of public improvements.

On May 15, 2018, by Resolution 2018-087, City Council approved a Vesting Tentative Subdivision Map, TSM17-0003, adopted a statement of overriding considerations and mitigation monitoring program, and certified the Environmental Impact Report (EIR). Conditions of Approval for the Vesting Tentative Subdivision Map included a requirement to construct public sanitary sewer and water improvements within the development. All streets, street lighting, and storm drainage improvements within the development are to remain privately owned and maintained by Developer.

On October 4, 2022, by Resolution 2022-148, City Council approved the Final Subdivision Map and Subdivision Improvement Agreement for Tract 3917 Tracy Village Neighborhood 5A, a subdivision consisting of 98 single-family residential lots. Said Map included fee dedication for the widening of Valpico Road along the Tracy Village project frontage, to be accepted subject to

satisfactory completion of improvements obligated by separate agreement. Said Map also included the dedication of various easements necessary for City maintenance of public sanitary sewer and water infrastructure within the private streets. Said Subdivision Improvement Agreement required construction of public infrastructure in approved plans on file in the office of the City Engineer.

On October 4, 2022, by Resolution 2022-146, City Council approved the Final Subdivision Map and Subdivision Improvement Agreement for Tract 4005 Tracy Village Neighborhood 5B, a subdivision consisting of 73 single-family residential lots. Said Map includes the dedication of various easements necessary for City maintenance of public sanitary sewer and water infrastructure within the private streets, subject to satisfactory completion of improvements. Said Subdivision Improvement Agreement required construction of public infrastructure in approved plans on file in the office of the City Engineer.

On October 4, 2022, by Resolution 2022-147, City Council approved the Final Subdivision Map and Subdivision Improvement Agreement for Tract 4006 Tracy Village Neighborhood 2, a subdivision consisting of 93 single-family residential lots. Said Map includes the dedication of various easements necessary for City maintenance of public sanitary sewer and water infrastructure within the private streets subject to satisfactory completion of improvements. Said Subdivision Improvement Agreement required construction of public infrastructure in approved plans on file in the office of the City Engineer.

On April 18, 2023, by Resolution 2023-066, City Council approved the Final Subdivision Map for Tract 4156 Tracy Village Neighborhood 1, a subdivision consisting of 9 single-family residential lots. Said Map includes the dedication of public utility easements necessary for City maintenance of public sanitary sewer and water infrastructure within the private streets subject to satisfactory completion of improvements. Although there was no subdivision improvement agreement for this Tract, certain public sanitary sewer and water improvements were installed within the dedicated public utility easements per approved plans on file with the office of the City Engineer. Therefore, it will be necessary for the City Clerk to file a Notice of Completion to memorialize satisfactory completion of improvements within the public utility easements.

ANALYSIS

Developer has completed all the Work required to be done in accordance with the Subdivision Improvement Agreements and has requested acceptance of the public improvements. The City Engineer has inspected the completed Work and confirmed that the improvements conform to the Subdivision Improvement Agreements and City plans and specifications.

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

Bond Type	**Tract 3917**	**Tract 4005**	**Tract 4006**
Faithful Performance	$ 2,285,000.00	$ 1,163,000.00	$ 1,527,000.00
Labor and Materials	$ 2,285,000.00	$ 1,163,000.00	$ 1,527,000.00
Warranty	$ 228,500.00	$ 116,300.00	$ 152,700.00
Monumentation	$ 23,250.00	$ 12,000.00	$ 12,750.00

Faithful Performance Bonds may be released upon acceptance of improvements by the City Council and recordation of Notice of Completion. Labor and Material Bonds may be released six months after recordation of Notice of Completion as statute of limitations period expires in

accordance with the Tracy Municipal Code and Civil Code Section 9356. The Warranty Bond will be retained by the City's Engineering Division and shall be released one year after City Council acceptance of improvements and any warranty work is completed. Monumentation bond may be released upon City receipt of a letter from the project surveyor stating full payment has been received for the installation of monumentation, per Government Code Section 66496. City is now in receipt of said letter.

A total of 3.75 acres for the south side of Valpico Road was dedicated in fee to the City by Final Map of Tract No. 3917 Tracy Village Neighborhood 5A and accepted by the City Clerk subject to satisfactory completion of improvements thereon. Public improvements in this section of Valpico Road were completed by separate agreement. There were no other fee dedications to the City in the subject Tracts.

FISCAL IMPACT

All improvements were completed by the Developer in accordance with the Subdivision Improvement Agreements and there was no fiscal impact to the City for the construction cost.

The estimated cost of the public improvements is as follows:

Water	$	795,824
Sanitary Sewer	$	942,348
Total	**$**	**1,738,172**

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

Project construction activities were coordinated with City of Tracy Operations and Utilities Department.

CEQA DETERMINATION

Prior to commencement of construction, an analysis of the project showed that there would be no significant on or off-site impacts as a result of this particular project which were not already discussed in the Final Revised Environmental Impact Report (EIR) certified by City Council on May 15, 2018, for the Tracy Village Specific Plan (SCH#2016112016). No new evidence of potentially significant effect was identified as a result of this project. Therefore, no further environmental review was necessary.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution (1) accepting public improvements for Tract 3917 Tracy Village Neighborhood 5A as complete and assuming all future operations and maintenance; (2) accepting public improvements for Tract 4005 Tracy Village Neighborhood 5B as complete and assuming all future operations and maintenance; (3) accepting public improvements for Tract 4006 Tracy Village Neighborhood 2 as complete and assuming all future operations and maintenance; (4) accepting public improvements for Tract 4156 Tracy Village Neighborhood 1 as complete and assuming all future operations and maintenance; (5) authorizing the City Engineer to release improvement security in accordance with the Subdivision Improvement Agreements; and (6) authorizing the City Clerk to file Notices of Completion for Tracts 3917, 4005, 4006, and 4156 with the San Joaquin County Recorder's Office.

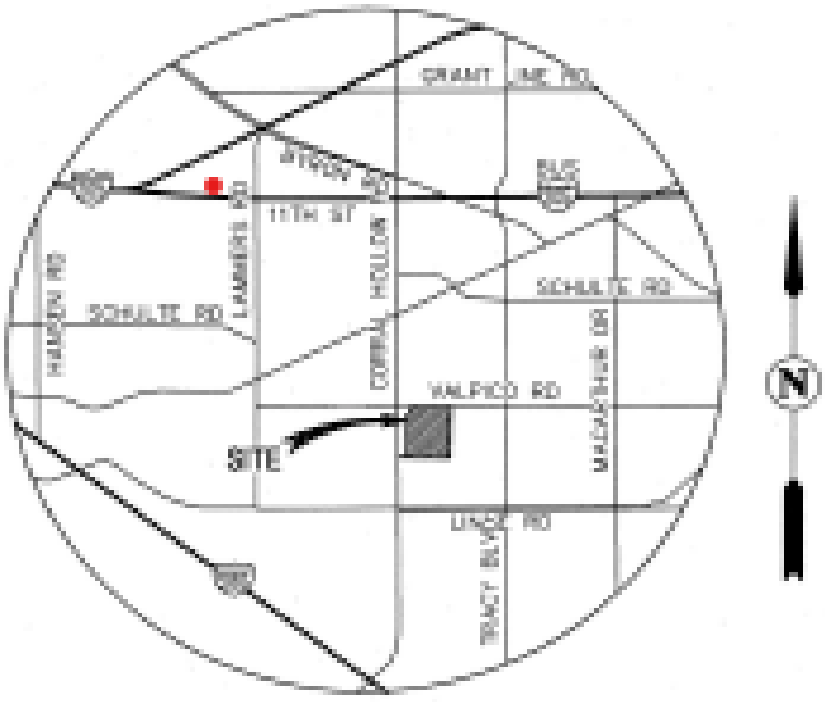
Prepared by: Miguel Hernandez, Construction Project Manager

Reviewed by: Johnathan Mitchell, PE, City Engineer
Gordon Mackay, Interim Public Works Director
Sara Castro, Finance Director
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo Sanchez, Assistant City Manager

ATTACHMENTS:

Attachment A – Project Location



Attachment A – Project Location

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

---

(1) ACCEPTING PUBLIC IMPROVEMENTS FOR TRACT 3917 TRACY VILLAGE NEIGHBORHOOD 5A AS COMPLETE AND ASSUMING ALL FUTURE OPERATIONS AND MAINTENANCE;

(2) ACCEPTING PUBLIC IMPROVEMENTS FOR TRACT 4005 TRACY VILLAGE NEIGHBORHOOD 5B AS COMPLETE AND ASSUMING ALL FUTURE OPERATIONS AND MAINTENANCE;

(3) ACCEPTING PUBLIC IMPROVEMENTS FOR TRACT 4006 TRACY VILLAGE NEIGHBORHOOD 2 AS COMPLETE AND ASSUMING ALL FUTURE OPERATIONS AND MAINTENANCE;

(4) ACCEPTING PUBLIC IMPROVEMENTS FOR TRACT 4156 TRACY VILLAGE NEIGHBORHOOD 1 AS COMPLETE AND ASSUMING ALL FUTURE OPERATIONS AND MAINTENANCE;

(5) AUTHORIZING THE CITY ENGINEER TO RELEASE IMPROVEMENT SECURITY IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENT AGREEMENTS; AND

(6) AUTHORIZING THE CITY CLERK TO FILE NOTICES OF COMPLETION FOR TRACTS 3917, 4005, 4006, AND 4156 WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE.

WHEREAS, on May 15, 2018, by Resolution 2018-087 City Council approved a Vesting Tentative Subdivision Map, TSM17-0003, adopted a statement of overriding considerations and mitigation monitoring program, and certified the Environmental Impact Report for Tracy Village, and

WHEREAS, approval of the Vesting Tentative Map was subject to Conditions of Approval including a requirement to construct public sanitary sewer and water improvements within the development and all streets, street lighting, and storm drainage systems within the development are to remain privately owned and maintained by Toll West, Inc., a Delaware Corporation (Developer), and

WHEREAS, On October 4, 2022, by Resolution 2022-148, City Council approved the Final Subdivision Map and Subdivision Improvement Agreement for Tract 3917 Tracy Village Neighborhood 5A, a subdivision consisting of 98 single-family residential lots, and

WHEREAS, On October 4, 2022, by Resolution 2022-146, City Council approved the Final Subdivision Map and Subdivision Improvement Agreement for Tract 4005 Tracy Village Neighborhood 5B, a subdivision consisting of 73 single-family residential lots, and

WHEREAS, On October 4, 2022, by Resolution 2022-147, City Council approved the Final Subdivision Map and Subdivision Improvement Agreement for Tract 4006 Tracy Village Neighborhood 2, a subdivision consisting of 93 single-family residential lots, and

WHEREAS, On April 18, 2023, by Resolution 2023-066, City Council approved the Final Subdivision Map for Tract 4156 Tracy Village Neighborhood 1, a subdivision consisting of 9 single-family residential lots, and

WHEREAS, the Final Subdivision Map for Tract 4156 Tracy Village Neighborhood 1 included dedication to the City of public utility easements which were accepted by the City Clerk subject to satisfactory completion of improvements, and

WHEREAS, Developer installed certain public sanitary sewer and water improvements in the public utility easements in said Tract 4156 per approved plans on file in the office of the City Engineer, necessitating the filing of a Notice of Completion for Tract 4156 at the Office of the San Joaquin County Recorder's Office to memorialize satisfactory completion, and

WHEREAS, Developer has completed all the work required to be done in accordance with the Subdivision Improvement Agreements and has requested acceptance of the public improvements and the City Engineer has inspected the completed improvements and confirmed that they conform to the Subdivision Improvement Agreements and City plans and specifications; and

WHEREAS, Developer furnished Faithful Performance, Labor and Materials, Warranty, and Monumentation Bonds assuring completion of the work; and

WHEREAS, Faithful Performance Bonds may be released upon acceptance of improvements by the City Council; and

WHEREAS, Labor and Material Bonds may be released six months after recordation of Notice of Completion as statute of limitations period expires in accordance with Civil Code Section 9356 and the Tracy Municipal Code, and

WHEREAS, Warranty Bonds may be released one year after City Council acceptance of improvements and any warranty work is completed; and

WHEREAS, Monumentation Bonds may be released upon receipt of a letter from the land surveyor of record certifying completion and payment of fees and said letter has been submitted to the City Engineer, and

WHEREAS, the estimated cost of the improvements are as follows:

Water	$	795,824
Sanitary Sewer	$	942,348
Total	**$**	**1,7603,379**

;and

WHEREAS, 2.75 acres of land was dedicated in fee by Developer for Valpico Road on the Final Map of Tract No. 3917 Tracy Village Neighborhood 5A and accepted by the City Clerk subject to satisfactory completion of improvements thereon and said improvements will be accepted by separate resolution, and

WHEREAS, A Notice of Completion filed by the City Clerk at the Office of the San Joaquin County Recorder will commemorate satisfactory completion of improvements, and therefore be it

RESOLVED: That the City Council of the City of Tracy hereby accepts public improvements for Tract 3917 Tracy Village Neighborhood 5A as complete and assumes all future operations and maintenance, and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby accepts public improvements for Tract 4005 Tracy Village Neighborhood 5B as complete and assumes all future operations and maintenance, and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby accepts public improvements for Tract 4006 Tracy Village Neighborhood 2 as complete and assumes all future operations and maintenance, and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby accepts public improvements for Tract 4156 Tracy Village Neighborhood 1 as complete and assumes all future operations and maintenance, and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorizes the City Engineer to release improvement security in accordance with the Subdivision Improvement Agreements; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorizes the City Clerk to file the Notices of Completion for Tracts 3917, 4005, 4006, and 4156 with the San Joaquin County Recorder’s Office.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 3rd day of June, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 3, 2025

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council 1) adopt a resolution approving a Master Professional Services Agreement with Brandley Engineering, Inc. for airport design, construction engineering, airport planning, and environmental services for Tracy Municipal Airport and New Jerusalem Airport for an initial term of five (5) years and for a total not-to-exceed amount of $500,000 per fiscal year, and 2) authorize the City Manager to extend the term of the agreement an additional two (2) years and any other extension of time, but not additional funding, if needed until a multi-year project is completed and accepted by City Council, in case the project begins during the fourth and the fifth year of the agreement.

EXECUTIVE SUMMARY

The recommended action authorizes a Master Professional Services Agreement (Agreement) with Brandley Engineering Inc. for performing airport design, construction engineering, airport planning, and environmental services for both Tracy Municipal Airport and New Jerusalem Airport. The Federal Aviation Administration (FAA) requires a qualified engineer to perform these services.

The recommended Agreement has a not-to-exceed amount of $500,000 per fiscal year. The Agreement shall commence on June 3, 2025, and expire on June 3, 2030 or earlier by termination pursuant to Section 6 of the Agreement. The initial term of the Agreement may be extended administratively by the City Manager for up to two (2) additional years. However, in accordance with FAA requirements, if a multi-year project begins during the fourth or fifth year of the Agreement, the Agreement is to remain in place for that specific project until completion and acceptance by the City Council.

BACKGROUND AND LEGISLATIVE HISTORY

The FAA's Advisory Circular 150/1500-14E, Title IX of the Federal Property and Administrative Services Act of 1949 requires that qualification-based selection procedures are used for the selection of firms to perform airport design, construction engineering, airport planning, and environmental services for airports. Qualification-based procedures require that a contract for airport design, construction engineering, airport planning, and environmental services be awarded pursuant to a fair and open selection process based on the qualifications of the firms. The fees for such services are established following selection of a firm through a negotiation process to determine a fair and reasonable price.

On December 18, 2024, a Request for Statement of Interest and Qualifications for Airport Consulting Services was posted on the City's website for thirty days. The request sought consultants to provide airport design, construction engineering, airport planning, and environmental services as required by the City of Tracy to include, but not be limited to: geotechnical studies, pavement evaluation studies, drainage studies, airport design and engineering, terminal area design and engineering, value engineering, cost estimating, development of plans and specifications, bid documents, construction observation, testing and inspection, and project coordination. These engineering services may be required on projects such as: construction of runways, taxiways, aprons, roads, parking lots, lighting, hangar

buildings, etc., as required by the City of Tracy. The selected engineering firm may need to provide miscellaneous airport engineering, operational, and management support services as requested by the City of Tracy. The firm will also provide construction engineering services including resident engineering, testing and inspection of all contractor operations during construction of specific projects. Due to the specialized skill set required of an airport engineer, City staff has maintained an airport engineering consultant to fulfill these tasks rather than utilizing City engineers.

ANALYSIS

In response to the Request for Statement of Interest, the City received one Statement of Interest and Qualifications for Airport Consulting Services from Brandley Engineering Inc. After review, it was determined that the proposal from Brandley Engineering, Inc. met the needs of the City of Tracy and the two airports. Brandley Engineering, Inc. has extensive knowledge, qualifications and experience in the areas of Airport Planning, Pavement Evaluation Studies, Runway and Taxiway projects, and Construction Administration and has demonstrated successful project management as the current Airport Engineering Consultant for the City at Tracy Municipal Airport and New Jerusalem Airport

Staff is recommending that the City Council approve the Agreement between the City of Tracy and Brandley Engineering, Inc. to continue airport design, construction engineering, airport planning, and environmental services for the City of Tracy. The recommended Agreement has a not-to-exceed amount of $500,000 per fiscal year. The Agreement shall commence on June 3, 2025, and expire on June 3, 2030 or earlier by termination pursuant to Section 6 of the Agreement. The initial term of the Agreement may be extended administratively by the City Manager for up to two (2) additional years. However, in accordance with FAA requirements, if a multi-year project begins during the fourth or fifth year of the Agreement, the Agreement is to remain in place for that specific project, allowing additional time but not additional funding, unless separately approved by the City Council, until completion and acceptance by the City Council.

CEQA

The approval of this proposed professional services agreement for airport design, construction engineering, airport planning, and environmental services is exempt from review under the California Environmental Quality Act, as it relates to the operations of existing facilities under CEQA Guidelines Section 15301.

FISCAL IMPACT

The airport design, construction engineering, airport planning, and environmental services proposed by Brandley Engineering, Inc. is a cost that is incorporated into the FAA Airport Improvement grants that the Tracy Municipal Airport receives for capital improvements. The City pays up to 10% of that fee as part of its local match. For tasks outside of FAA grant projects, funding will be established through approved Task Orders.

Brandley Engineering Inc.has predominantly provided airport consulting for engineering design and construction management to the City of Tracy since 1977. Over the next five years, several projects are planned.

- Drainage Improvements Project to establish better drainage on the airport
- Install Back Up Generator Project to provide power to essential airport electrical systems such as the runway lights and NAVAIDs during periods of power outages

- Upgrade Airfield Guidance Signs and Taxiway Designations to meet FAA's latest standards

The Master Professional Services Agreement has a not-to-exceed amount of $500,000, a decrease of $100,000 from the previously approved agreement in 2020. The majority of this agreement is paid for through Federal, State and local grant funding of projects. The remaining tasks such as the preparation of the Airport Capital Improvement Project list submitted each year to the FAA is paid through the existing Airport Operations Budget.

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, 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 1) adopt a resolution approving a Master Professional Services Agreement with Brandley Engineering, Inc. for airport design, construction engineering, airport planning, and environmental services for Tracy Municipal Airport and New Jerusalem Airport for an initial term of five (5) years and for a total not-to-exceed amount of $500,000 per fiscal year, and 2) authorize the City Manager to extend the term of the agreement an additional two (2) years and any other extension of time, but not additional funding, if needed until a multi-year project is completed and accepted by council, in case the project begins during the fourth and the fifth year of the agreement.

Prepared by: Paula Jessup, Airport Manager

Reviewed by: Gordon MacKay, Interim Public Works Director
David Murphy, Assistant Director of Operations
Sara Castro, Finance Director
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo Sanchez, Acting City Manager

Attachments – A – MPSA Brandley Engineering

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
BRANDLEY ENGINEERING, INC.
TRACY MUNICIPAL AIRPORT AND NEW JERUSALEM AIRPORT

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Brandley Engineering, Inc., a S-Corporation in California ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to provide airport design and construction engineering services and Airport Planning and Environmental Services for City and Federal Aviation Administration ("FAA") Qualified Grant Funded Airport Improvement Program Projects and other miscellaneous airport related projects as further described herein and in Exhibit A.

B. On December 18, 2024, the City issued Requests for Statements of Interest and Qualifications For Airport Consulting Services for Airport Engineering Services and for Airport Planning and Environmental Services at Tracy Municipal Airport for certain services. On January 21, 2025, Consultant submitted its proposals for the services to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

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

D. This Agreement was approved on June 3, 2025, pursuant to Tracy Municipal Code Section 2.20.140(3), and City Council Resolution No. 2025-_____.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto ("Services") for the City's benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representatives, Melissa S. Brandley and R. Damon Brandley**.** Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Airport Manager ("Director") from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

Docusign Envelope ID: 73732F11-CF58-47D3-950A-15FAFB96B253

1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

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

2.1 Term. The term of this Agreement shall commence on June 3, 2025, and expire and terminate automatically on June 3, 2030 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of two year(s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement. However, if a multiyear project begins during the fourth or fifth year of agreement, the agreement is to remain in place until project is completed and accepted by City Council.

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

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed $500,000 (Five Hundred Thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. Effective January 1, 2026, Consultant's billing rates under this Agreement may be annually increased in January of each year by the lesser of 3% or the annual increase in the Cost-of-Living Index – All Items, for the Sacramento Metropolitan Region. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, or receipt of the FAA and Caltrans grant funding the project, Consultant shall submit monthly written invoice(s) to the City

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that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

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

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

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services or receipt of the FAA and Caltrans grant funding the project. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services or receipt of the FAA and Caltrans grant funding the project.

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

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims to the extent actually caused by the Consultant's negligent acts, errors or omissions, or willful misconduct, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, and employees,; "Consultant" means the Consultant, its employees, and subcontractors; "Claims" includes claims, , losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; The Consultant's indemnification obligation applies to the maximum extent allowed by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall reimburse City for costs to defend any suit or action that is subject to this indemnification obligation after final determination of liability but, for any services within the scope of Civil Code section 2782.8, be limited to the finally determined percentage of liability based upon the comparative fault of the consultant. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general

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aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

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

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

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

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

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

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant

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for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return to the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

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

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

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

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

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.
6125 King Road, Suite 201 Loomis, CA 95650

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To City:

Paula Jessup, Airport Manager
Tracy Municipal Airport
5759 S. Tracy Boulevard
Tracy, CA 95377

To Consultant:

Melissa S. Brandley, P.E., Principal
Damon Brandley, P.E., Principal
6125 King Road, Suite 201
Loomis, CA 95650

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

12. Miscellaneous.

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

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

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

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

12.5 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.

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

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

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

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

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

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

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

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

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

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

13. Federal Requirements. City and Consultant agree to adhere to all federal requirements as listed in Exhibit C pertaining to federally funded projects through the Federal Aviation Administration. If the terms of this Agreement conflict with the federal requirements set forth in Exhibit C, the federal requirements shall govern.

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

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Dan Arriola
Title: Mayor
Date: _____

Attest:

April Quintanilla, City Clerk

Approved as to form:

Andrew Shen, Interim City Attorney

Consultant
Brandley Engineering, Inc.
a California S-Corporation

Signed by:
Melissa Brandley
306BC9[illegible]

By: Melissa S. Brandley, P.E.
Title: Secretary/CFO
Date: 5/8/2025 | 9:56 AM PDT

Federal Employer Tax ID No. 85-3022657

DocuSigned by:
R. Damon Brandley
2AF554A1DE84457...

By: R. Damon Brandley, P.E.
Title: President/CEO
Date: 5/8/2025 | 10:01 AM PDT

Exhibits:

A	Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
B	Compensation (See Agreement section 3.)
C	Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects

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EXHIBIT A
Services

The Consultant shall provide the services and deliverables set forth in this **Exhibit A**. The Consultant shall provide all services and deliverables required by this **Exhibit A** to the satisfaction of the City.

General Description of Project for which Consultant will Provide Services:

A. Consultant shall undertake the general work covered by this Agreement at such time as he is authorized to do so by the City and shall diligently prosecute each project to completion at the predetermined progress schedule established by the parties for each project. No work shall be undertaken by Engineer under this Agreement until Engineer is specifically authorized in writing by a Task Order and signed by the City's authorized representative.

B. Essential services include (but are not limited to):

Consultant shall have familiarity with the Federal Aviation Airport Improvement Program, phases of needed work and be prepared to perform all work necessary to produce the documents and other submittals needed for a variety of projects from complex to those more minor in nature.

The Consultant shall be familiar with, and be responsible for, providing and performing the tasks and activities listed below. The Consultant shall be prepared to perform additional airport improvements and/or project related tasks not listed as may become necessary.

Typical tasks include but are not limited to the following:

<u>Architectural/engineering services for airport development projects which include</u>
- Preliminary phase
- Design Phase
- Bidding and Negotiation Phase
- Construction Phase
- Miscellaneous engineering and construction services

<u>Planning and Environmental services for airport development projects which include</u>
- Airport Master Planning, Airport System Wide Study, Comprehensive Land Use Studies and Updating Airport Layout Plan (ALP)
- Airport Geographic Information System (AGIS) surveys and obstruction analysis
- Land acquisitions and property boundary surveys
- Utility Planning studies
- Environmental studies and reports to satisfy NEPA and CEQA requirements and associated regulations and special purpose laws
- miscellaneous airport environmental and planning services

<u>Special Services</u>
The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by a consultant. The services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise may include but are not limited to the following,

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- Design study to establish the framework and detailed work program.
- Participation in public information and /or public hearings relating to airport development and planning projects.
- Airport development, cost estimates, and benefit analysis and ACIP development.
- Soil investigation's including core sampling; laboratory test, related analyses, and reports.
- Surveying, mapping, and drawings as necessary.
- Special inspection and testing services
- Special environmental studies and analyses.
- Wildlife Management Assessments
- Special airport planning services
- Expert witness testimony in litigation involving specific projects.
- Project feasibility studies.
- Public information surveys, studies, and activities.
- Miscellaneous airport engineering services
- Miscellaneous planning and environmental services
- Preparation of necessary applications and documentation for FAA Airport Improvement Program (AIP) and California Aeronautics Division grant processing.
- Assisting the City in discussions with the FAA or Caltrans Aeronautics Division regarding the work program, grant requirements, and project documentation.
- Preparation of or updating of the airport layout plan.
- Preparation of all reports including, but not limited to, the FAA 271 forms (Outlay Report and Request for Reimbursement) accompanied by the backup invoicing from Consultant, subcontractors, construction companies progress payment reports and certified payroll; and the final report.

C. Consultant shall perform all Master Plan Studies in conformance with current Federal, State and City requirements. All studies shall be coordinated with appropriate local, State and Federal agencies. Consultant shall prepare for and make all required presentations at specified public hearings pertaining to the Plan.

D. Consultant drawings shall be made on standard-sized sheets subject to the approval of City. All original drawings shall remain the property of the Consultant; however standard-sized copies will be provided by Consultant to City at no cost to City. All drawings and computer files will be provided as a PDF by Consultant to City at no cost to City.

All reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Consultant will maintain security and confidentiality of all reports, information, data, drawings, etc.

E. Consultant shall coordinate all of his activities on behalf of City hereunder with City's duly authorized representative and shall be available when required for consultation and review during the construction of each project.

F. Consultant shall prepare all change orders and supplemental agreements as required for each project.

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G. All work and services provided by Engineer under this Agreement and supplements thereto shall be done to the complete satisfaction of City and of representatives of Federal and/or State agencies involved.

H. Consultant shall be prepared to perform additional airport related tasks that are not listed, as they become necessary.

I. City may, from time to time, request changes in the scope of work of Consultant to be performed hereunder. Such changes, including any increase or decrease in the Consultant's compensation, which are mutually agreed upon by and between City and Consultant, shall be incorporated in written amendments to the Supplemental Services Agreement in effect at the time.

General Description of Services the Consultant will Provide:

Consultant's services hereunder shall include but not necessarily be limited to:

1. Topographic surveys
2. Soil tests and geotechnical reports
3. Pavement Maintenance Management Plans/Pavement Evaluation Studies
3. Preparation of applications for State and Federal aid
4 Environmental studies for individual projects (Categorical Exclusion, Environmental Assessments, CEQA)
5. Special engineering studies, including drainage, structural, paving, etc.
6. Preliminary engineering studies, designs and cost estimates
7. Engineering design, including complete construction plans and specifications, record drawings, and final engineer's reports
8. Periodic engineering inspection and surveillance of project required during construction
9. Resident engineering, testing and inspection during construction
10. All engineering consultation required by City.
11. Airport Master Planning and Airport Layout Plan Updates
12. AGIS surveys and obstruction analysis
13. Land acquisitions and land use planning

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EXHIBIT B

Compensation

STANDARD BILLING RATES
JANUARY 2025

Personnel

Principal Engineer	$300.00/Hour
Senior Engineer	$190.00/Hour
Junior Engineer	$130.00/Hour
Senior Drafter	$120.00/Hour
Junior Drafter	$100.00/Hour
Laboratory Technician	$90.00/Hour
Laboratory Apprentice	$50.00/Hour
Project Administrator	$100.00/Hour
Clerical	$85.00/Hour
Resident Engineer	$200.00/Hour*
Senior Inspector	$180.00/Hour*
Apprentice	$95.00/Hour*

Travel and Vehicle Rental

Per Diem	$230/Day**
Vehicle Rental	$50.00/Day + $0.70/Mile***

Subconsultants

Consulting Services, Testing Services	Cost + 10%

*Resident Engineer, Senior Inspector and Apprentice rates subject to change based on future increases to published DIR Prevailing Wage Rate
**Subject to change based on U.S. General Services Administration (GSA) Per Diem Rates plus applicable taxes.
***Subject to change based on IRS standard rate for mileage

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EXHIBIT C

Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects
(See Attached)

EXHIBIT C - CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS

C1. ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are

C2. BREACH OF CONTRACT TERMS

2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C3. CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency),

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creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

C4. CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice:

The City of Tracy, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places

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of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C5. CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

C6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of

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Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

C7. DEBARMENT AND SUSPENSION

2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

C8. DISADVANTAGED BUSINESS ENTERPRISE

49 CFR Part 26

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Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from City of Tracy. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Tracy. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor (or an approved substitute DBE firm) without prior written consent of City of Tracy. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent City of Tracy. Unless City of Tracy consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Tracy may provide such written consent only if City of Tracy agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Tracy its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to City of Tracy, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise City of Tracy and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Tracy should not approve the prime contractor's

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action. If required in a particular case as a matter of public necessity (e.g., safety), City of Tracy may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

C9. DISTRACTED DRIVING

Executive Order 13513
DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

C10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)
2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

C11. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their

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race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with,

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litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

C13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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C14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

C15. TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies

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the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

C16. TERMINATION OF CONTRACT

2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension.
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the

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Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

C17. TRADE RESTRICTION CERTIFICATION

49 USC § 50104
49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

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2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

C18. VETERAN'S PREFERENCE

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code

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Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

C19. DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322
2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ADOPT A RESOLUTION APPROVING A MASTER PROFESSIONAL SERVICES AGREEMENT WITH BRANDLEY ENGINEERING, INC. FOR AIRPORT DESIGN, CONSTRUCTION ENGINEERING, AIRPORT PLANNING, AND ENVIRONMENTAL SERVICES FOR TRACY MUNICIPAL AIRPORT AND NEW JERUSALEM AIRPORT FOR AN INITIAL TERM OF FIVE (5) YEARS AND FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $500,000 PER FISCAL YEAR, AND

AUTHORIZE THE CITY MANAGER TO EXTEND THE TERM OF THE AGREEMENT AN ADDITIONAL TWO (2) YEARS AND ANY OTHER EXTENSION OF TIME, BUT NOT ADDITIONAL FUNDING, IF NEEDED UNTIL A MULTI-YEAR PROJECT IS COMPLETED AND ACCEPTED BY CITY COUNCIL, IN CASE THE PROJECT BEGINS DURING THE FOURTH AND THE FIFTH YEAR OF THE AGREEMENT.

WHEREAS, the Federal Aviation Administration's Advisory Circular 150/1500-14E, Title IX of the Federal Property and Administrative Services Act of 1949 requires that qualification- based selection procedures are used for the selection of firms to perform airport planning, design, construction engineering, and environmental services for airports; and

WHEREAS, qualification-based procedures require that a contract for airport planning, design, construction engineering, and environmental services be awarded pursuant to a fair and open selection process based on the qualifications of the firms; and

WHEREAS, on December 18, 2024, a Request for Statement of Interest and Qualifications for Airport Consulting Services was posted on the City's website for thirty days seeking consultants to provide airport planning, design, construction engineering and environmental services as required by the City of Tracy to include, but not be limited to: geotechnical studies, pavement evaluation studies, drainage studies, airport design and engineering, terminal area design and engineering, value engineering, cost estimating, development of plans and specifications, bid documents, construction management, testing and inspection, and project coordination; and

WHEREAS, in response to the Request for Statement of Interest, the City received one Statement of Interest and Qualifications for Airport Consulting Services from Brandley Engineering Inc. and it was determined that the proposal from Brandley Engineering, Inc. met the needs of the City of Tracy and the two airports; and

WHEREAS, the proposed Master Professional Services Agreement has a not to exceed amount of $500,000 per fiscal year and a term of five years; and

WHEREAS, the initial term of the Agreement may be extended administratively by the City Manager for up to two (2) additional years; and

WHEREAS, if a multi-year project begins during the fourth or fifth year of agreement, the agreement is to remain in place until project is completed and accepted by City Council; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy adopt a Resolution approving a Master Professional Services Agreement with Brandley Engineering, Inc. for airport design, construction engineering, airport planning, and environmental services for Tracy Municipal Airport and New Jerusalem Airport with a not-to-exceed amount of $500,000 per fiscal year. The approval of this proposed professional services agreement for airport design, construction engineering, airport planning, and environmental services is exempt from review under the California Environmental Quality Act as it relates to the operations of existing facilities under CEQA Guidelines Section 15301; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy adopts a resolution authorizing the City Manager to extend the term of the agreement for an additional two (2) years and any other extension of time, but not additional funding unless otherwise specifically approved by the City Council, if needed until a multi-year project is completed and accepted by council, in case the project begins during the fourth and the fifth year of the agreement.

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

The foregoing Resolution 2025-____ was adopted by the Tracy City Council on the 3rd of June, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

RECOMMENDATION

Staff recommends that the City Council adopts three separate resolutions approving the execution of amendments to the General Services Agreements for Laboratory Testing and Analysis Services with:

1) **Alpha Analytical Laboratories, Inc. for a term ending on June 30, 2028, with an administrative option extending up to an additional two (2) years and a not-to-exceed annual amount of $100,000, upon satisfactory performance and budget availability;**

2) **Eurofins Eaton Analytical, LLC for a term ending on June 30, 2028, with an administrative option extending up to an additional two (2) years and a not-to-exceed annual amount of $75,000 with the option to annually increase the billing rates in July of each year by the lesser of three percent (3%) of the annual increase in the Cost-of-Living Index – All items for the Sacramento Metropolitan Region upon satisfactory performance and budget availability; and**

3) **Pacific EcoRisk, Inc. for a term ending on June 30, 2028, with an administrative option extending up to an additional two (2) years and a not-to-exceed annual amount of $25,000, previously $17,560 annually, upon satisfactory performance and budget availability.**

EXECUTIVE SUMMARY

The recommended action amends the existing General Services Agreements (GSA) with Alpha Analytical Laboratories, Inc. (Resolution No. 2024-218), Eurofins Eaton Analytical, LLC. (Resolution No. 2024-219), and Pacific EcoRisk (previously approved by City Manager under TMC 2.20.090(a)(1) – City Manager Purchasing Authority). These vendors provide laboratory testing and analysis services for the City's Water and Wastewater Treatment Plants. The agreements each contain an administrative extension option of up to five additional years. The three vendors have provided excellent customer service and availability. Because of this successful working relationship, staff recommends that the City exercise its option and enter into an additional three-year agreement with the vendors, and that the City maintain the option to extend the agreements for an additional two years if the vendors continue to meet performance expectations. Staff further recommends that the City Council amend the GSA with Eurofins Eaton Analytical to authorize the standard annual adjustment of the lesser of three percent (3%) of the annual increase in the Cost-of-Living Index – All items for the Sacramento Metropolitan Region, and that the City Council amend the GSA with Pacific EcoRisk to increase the not-to-exceed amount from $17,560 annually to $25,000 annually.

BACKGROUND AND LEGISLATIVE HISTORY

The City is required to perform various water and wastewater tests and analyses to meet compliance with its regulatory mandates. These analyses must be performed by a California Environmental Laboratory Accreditation Program (CA ELAP) certified laboratory whose results are shared with the State at set intervals. The City's laboratory is CA ELAP certified, however, to meet varying demand requirements and recognize cost efficiencies, the City must contract some of its tests and analyses to comply with its regulatory permitting. The City has current GSAs with three vendors for these services - Alpha Analytical Laboratories, Inc., Eurofins Eaton Analytical, LLC, and Pacific EcoRisk, Inc. These vendors are CA ELAP certified and provide analytical services on behalf of the City to maintain compliance with federal, state, and local requirements.

The GSAs were negotiated with the vendors following the City procurement process for professional services. In March of 2024 the GSAs were approved by the City Council in the case of Alpha Analytical Laboratories, Inc. (Resolution No. 2024-218) and Eurofins Eaton Analytical, LLC. (Resolution No. 2024-219). The GSA for Pacific EcoRisk was approved by the City Manager under TMC 2.20.090(a)(1) – City Manager Purchasing Authority. The GSAs expire on June 30, 2025, and each agreement contains an administrative option to extend the contracts by up to five additional years.

ANALYSIS

The City utilizes these GSAs to complete laboratory testing and analyses to ensure the City's water and wastewater treatment processes remain compliant with the federal, state, and local regulations. The absence of laboratory testing services may result in noncompliance with the requirements set forth by the State Water Resources Control Board Division of Drinking Water, the Federal Safe Drinking Water Act (SDWA), and the Environmental Protection Agency (EPA). Such noncompliance could lead to significant financial penalties and could severely compromise the reputation of the City of Tracy – Utilities Division, subsequently undermining the trust of residents, visitors, and staff.

Each GSA for these services provides for the City Manager to administratively extend the contract terms for up to five (5) additional years. However, there are recommended minor amendments to two of the GSAs that require City Council approval. For the GSA with Pacific EcoRisk, the previous not-to-exceed amount of $17,560 annually is insufficient and needs to be increased to $25,000 annually. For the GSA with Eurofins Environmental, the agreement needs to be amended to include the standard billing rate annual adjustment of the lesser of three percent (3%) of the annual increase in the Cost-of-Living Index – All items for the Sacramento Metropolitan Region, which was omitted in the original agreement.

It is in the best interest of the City to extend the terms of these Agreements to allow the laboratory to continue to request these services and avoid any possible penalties from the applicable state and federal agencies for non-compliance. Staff recommends that the City Council authorize the extension of these contracts for an additional three (3) years, subject to suitable ongoing performance. The vendors and their term extensions are:

Vendors name	**Resolution No.**	**Agreement Term End**	**Amendment Term End**
Alpha Analytic Laboratories, Inc.	2024-218	06-30-2025	06-30-2028
Eurofins Eaton Analytical, LLC	2024-219	06-30-2025	06-30-2028
Pacific EcoRisk, Inc.	N/A (CM)	06-30-2025	06-30-2028

FISCAL IMPACT

There is no fiscal impact associated with this action. Funding is available in the current and annual ongoing operation budgets in both the Water Fund (511) and Wastewater Fund (521) for these Agreements.

This table identifies the amount previously expended to each of the vendors over a five-year (5) period (2020 to 2025) for their professional services to comply with National Pollutant Discharge Elimination System/Waste Discharge Requirements (NPDES/WDR) permitting and Public Water Systems regulations.

	Alpha Analytical Laboratories, Inc	**Eurofins Eaton Analytical, LLC**	**Pacific EcoRisk, Inc**
FY 19/20	$ 58,439.00	$ 73,185.00	$ 12,065.36
FY 20/21	$ 23,566.00	$ 56,944.00	$ 23,768.41
FY 21/22	$ 90,929.75	$ 59,068.00	$ 12,729.43
FY 22/23	$ 71,773.00	$ 30,974.00	$ 14,080.45
FY 23/24	$ 63,407.00	$ 35,261.00	$ 33,860.48
FY 24/25	$ 73,715.00	$ 59,680.00	$ 13,822.88
	$ 381,829.75	**$ 315,112.00**	**$ 110,327.01**

CEQA

This item is subject to the categorical exemption under California Environmental Quality Act (CEQA) Guidelines Section 15301 for an action that “consists of the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.” Here, there is no or negligible expansion of an existing use previously reviewed and approved under CEQA.

STRATEGIC PLAN

This agenda item is consistent with the City’s Quality of Life Strategy and meets the goals to ensure physical infrastructure and systems that are necessary for the health and safety of the Tracy community through improved water quality.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopts three separate resolutions approving the execution of amendments to the General Services Agreements for Laboratory Testing and Analysis Services with: 1) Alpha Analytical Laboratories, Inc. for a term ending on June 30, 2028, with an administrative option extending up to an additional two (2) years and a not-to- exceed annual amount of $100,000; 2) Eurofins Eaton Analytical, LLC for a term ending on June 30, 2028, with an administrative option extending up to an additional two (2) years and a not-to- exceed annual amount of $75,000 with the option to annually increase the billing rates in July of each year by the lesser of three percent (3%) of the annual increase in the Cost-of-Living Index – All items for the Sacramento Metropolitan Region; and 3) Pacific EcoRisk, Inc. for a term ending on June 30, 2028, with an administrative option extending up to an additional two (2) years and a not-to-exceed annual amount of $25,000, previously $17,560 annually.

Prepared by: Gabriel Duong, Utilities Laboratory Supervisor
Tu Nguyen, Management Analyst

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Gordon MacKay, Interim Director of Public Works
Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo Sanchez, Assistant City Manager

ATTACHMENTS
A – Amendment 2 to GSA with Alpha Analytical Laboratories, Inc.
B – Amendment 2 to GSA with Eurofins Eaton Analytical, LLC.
C – Amendment 1 to GSA with Pacific EcoRisk, Inc.

Docusign Envelope ID: 770C1837-72CA-47A6-B093-0679EA12A30E

Amendment No. 2
To General Services Agreement – Alpha Analytical Laboratories, Inc.

This Amendment No. 1 (**Amendment**) to the General Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Alpha Analytical Laboratories, Inc., a California corporation (**Contractor**) dated April 18, 2024 (**Agreement**) is entered into as of the date of last signature below. City and Contractor are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. The City and Contractor entered into a General Service Agreement for Laboratory Testing Services, which was executed pursuant to the authority granted in Resolution No. 2024-039, approved by the Tracy City Council on March 19, 2024.

B. The term of the original Agreement expires on June 30, 2025, and included an administrative option for the City Manager to extend up to an additional five years, in any combination in length, with a not-to-exceed (NTE) annual budget of $60,180.

C. Due to the increase in regulatory compliance, which resulted in more laboratory tests, staff sought approval to rescind Resolution No. 2024-039 and amended the NTE annual budget to $100,000, which was approved via Resolution No. 2024-218.

D. The Parties seek to amend the Agreement Terms by extending the term to an additional three years with an end date of June 30, 2028.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Terms of Amendment**

   A. Section 2, Time of Performance

   Subsection 2.1 of Section 2 is hereby amended to read as follows: "The term of this Agreement shall begin on the date of this Agreement is last executed and end on June 30, 2028, unless terminated in accordance with Section 6. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. The fees proposed by Consultant remain unchanged for the entire term of this Agreement and any extensions of this Agreement."

   Subsection 2.1.A of Section 2 is hereby amended to read as follows: "This Agreement may be extended for up to an additional two (2) years, in any combination of length, by the City Manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement."

2. **Effect.** The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.

Docusign Envelope ID: 770C1837-72CA-47A6-B093-0679EA12A30E

3. **Entire Agreement.** This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.

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

5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

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

City of Tracy

By: _____
Dan Arriola

Title: Mayor, City of Tracy

Date: _____

Attest:

By: _____
April Quintanilla, City Clerk

Approved as to form.

By: _____
Andrew Shen, Interim City Attorney

Alpha Analytical Laboratories, Inc., a California corporation

By: Signed by: Robbie Phillips 346B1296BA3D458...
Robbie C. Phillips

Title: Chief Executive Officer

Date: 5/1/2025 | 11:11 AM PDT

Federal Tax Employer ID No. 680002439

By: DocuSigned by: David Pingatore 936369FC6B42401...
David Pingatore

Title: Corporate Secretary

Date: 5/1/2025 | 11:38 AM PDT

Docusign Envelope ID: BFD10B80-0363-4F9E-B6DC-24CD834589E1

Amendment No. 2
To General Services Agreement - Eurofins Eaton Analytical, LLC

This Amendment No. 2 (**Amendment**) to the General Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Eurofins Eaton Analytical, LLC, a Delaware Limited Liability Corporation (**Contractor**) dated April 18, 2024 (**Agreement**) is entered into as of the date of last signature below. City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. The City and Contractor entered into a General Services Agreement for Laboratory Testing Services, which was executed pursuant to the authority granted in Resolution No. 2024-040, approved by the Tracy City Council on March 19, 2024.

B. The term of the original Agreement expires on June 30, 2025, and included an administrative option for the City Manager to extend up to an additional five years, in any combination in length, with a not-to-exceed (NTE) annual budget of $23,451.

C. Due to the increase in regulatory compliance, which resulted in increased laboratory testing and analysis needs, staff sought approval to rescind Resolution No. 2024-040 and amended the NTE annual budget to $75,000, which was approved via Resolution 2024-219.

D. The Parties seek to amend the Agreement Terms by extending the term to an additional three years with an end date of June 30, 2028.

E. The Parties further seek to amend the Agreement Compensation to include the option to annually increase the billing rates in July of each year by the lesser of three (3) percent of the annual increase in the Cost-of-Living Index – All items for the Sacramento Metropolitan Region.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Term of Amendment

A. Section 2, Time of Performance

Subsection 2.1 of Section 2 is hereby amended to read as follows: "The term of this Agreement shall begin on the date this Agreement is last executed and end on June 30, 2028, unless terminated in accordance with Section 6."

Subsection 2.1.A of Section 2 is hereby amended to read as follows: "This Agreement may be extended for up to an additional two (2) years in any combination of length, by the City Manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement."

B. Section 3, Compensation

Docusign Envelope ID: BFD10B80-0363-4F9E-B6DC-24CD834589E1

Subsection 3.1 of Section 3 is hereby amended to read as follows: "Contractor's total compensation under this Agreement shall not exceed $75,000 annually. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. Contractor's billing rates under this Agreement may be annually increased in July of each year by the lesser of 3% of the annual increase in the Cost-of-Living Index – All items for the Sacramento Metropolitan Region. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated."

2. **Effect.** The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.

3. **Entire Agreement.** This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.

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

5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

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

City of Tracy

By: _____
Dan Arriola

Title: Mayor, City of Tracy

Date: _____

Attest:

Eurofins Eaton Analytical, LLC., a Delaware Limited Liability Corporation

By: Signed by: Camila Gadotti 420872FBD0F4477...
Camila Gadotti

Title: Managing Member

Date: 5/1/2025 | 1:42 PM PDT

Federal Tax Employer ID No. 46-0565341

Docusign Envelope ID: BFD10B80-0363-4F9E-B6DC-24CD834589E1

By: _____
April Quintanilla, City Clerk

Approved as to form.

By: _____
Andrew Shen, Interim City Attorney

Docusign Envelope ID: BC6F3F73-ED12-4CE3-98D3-B0D2B0346FAE

Amendment No. 1
To General Services Agreement - Pacific EcoRisk, Inc.

This Amendment No. 1 (**Amendment**) to the General Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Pacific EcoRisk, Inc., a California corporation (**Contractor**) dated April 18, 2024 (**Agreement**) is entered into as of the date of last signature below. City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. The City and Contractor entered into a General Services Agreement for Laboratory Testing Services on April 18, 2024, which was executed by the City Manager pursuant to Tracy Municipal Code section 2.20.100.

B. The term of the original Agreement expires on June 30, 2025, and included an administrative option for the City Manager to extend up to an additional five years, in any combination in length.

C. The Parties seek to amend the Agreement Terms by extending the term to an additional three years with an end date of June 30, 2028.

D. The Parties seek to amend the Agreement Compensation with an annual not-to-exceed amount of $25,000 ($75,000 in total over three years).

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Term of Amendment

A. Section 2, Time of Performance

Subsection 2.1 of Section 2 is hereby amended to read as follows: "The term of this Agreement shall begin on the date this Agreement is last executed and end on June 30, 2028, unless terminated in accordance with Section 6."

Subsection 2.1.A of Section 2 is hereby amended to read as follows: "This Agreement may be extended for up to an additional two years in any combination of length, by the City Manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement."

B. Section 3, Compensation is hereby amended to read as follows: City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B-1" which is attached hereto and incorporated herein by this reference for the Services performed under this Agreement.

Subsection 3.1 of Section 3 is hereby amended to read as follows: "Consultant's total compensation under this Agreement shall not exceed $25,000 annually. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this

Docusign Envelope ID: BC6F3F73-ED12-4CE3-98D3-B0D2B0346FAE

Agreement will depend on the scope of the Services approved by the City. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

2. **Effect.** The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.

3. **Entire Agreement.** This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement - written or oral - between the Parties. This Amendment will not be valid and enforceable until executed by all the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.
4. **Severability**. If any term of this Amendment is held invalid by a court of competent jurisdiction, this Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.

5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

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

City of Tracy

By: _____
Dan Arriola

Title: Mayor, City of Tracy

Date: _____

Attest:

By: _____
April Quintanilla, City Clerk

Pacific EcoRisk, Inc., a California corporation

By: DocuSigned by: JEFFREY COTSIFAS
9C6DA68B6FEC4D3...
Jeffrey Cotsifas

Title: Chief Executive Officer / Chief Financial Officer

Date: 5/1/2025 | 12:14 PM PDT

Federal Tax Employer ID No. 68-0482693

Docusign Envelope ID: BC6F3F73-ED12-4CE3-98D3-B0D2B0346FAE

Approved as to form.

By: _____
Andrew Shen, Interim City Attorney

Docusign Envelope ID: BC6F3F73-ED12-4CE3-98D3-B0D2B0346FAE

Exhibit "B-1" – Compensation

Pacific EcoRisk
2250 Cordelia Rd.
Fairfield, CA 94534
PH (707)207-7760

Cost Quote

Quote #:	**TR105**
Date:	**3/11/25**
Term:	**7/1/25-6/30/28**
Project Mgr:	**JR**

Prepared For:

City of Tracy 3900 Holly Drive Tracy, CA 95304	Contact: Gabriel Duong Phone: 209-831-6325 email: long.duong@cityoftracy.org

Service	Quantity	Unit	Unit Fee	Net Fee
NPDES Toxicity Testing				
Chronic Toxicity Testing (Five Treatment Dilution series)				
3-brood survival and reproduction test with *Ceriodaphnia dubia*	12	ea.	$2,430	$29,160
Concurrent reference toxicant test (50% Discount)	12	ea.	$970	$11,640
			Total	**$40,800**

Notes and Assumptions

1. Cost includes Standard Report TAT of 14 days from test termination.
2. Cost does not include shipping of ice chests and sampling containers. Direct cost of FedEx ground plus 10% G&A.
3. Cost does not include sample pickup and delivery. Direct cost of AAA Courier plus 10% G&A.
4. Cost does not include any required follow-up testing - testing to billed at same rate as compliance testing.
5. Additional treatments to be billed at a rate of 20% of the test cost ($486)

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO.

ALPHA ANALYTICAL LABORATORIES, INC. FOR A TERM ENDING ON JUNE 30, 2028, WITH AN ADMINISTRATIVE OPTION EXTENDING UP TO AN ADDITIONAL TWO (2) YEARS AND A NOT-TO- EXCEED ANNUAL AMOUNT OF $100,000, UPON SATISFACTORY PERFORMANCE AND BUDGET AVAILABILITY

WHEREAS, the City of Tracy (City) Wastewater Treatment Plant must conduct testing analysis of its wastewater (influent and effluent) to comply with Federal and State Standards and permitting for water quality; and

WHEREAS, the City must provide the analytical testing results of this wastewater at certain set intervals and under certain conditions to the State Water Resources Control Board for water quality standards; and

WHEREAS, the City is not sufficiently equipped with staff and resources required to conduct mandatory testing without assistance from independent contractors; and

WHEREAS, in March 2024, the City entered into a General Services Agreement (GSA) with Alpha Analytical Laboratories, Inc. (Contractor) to perform the necessary testing and analysis and provide the deliverables for submittal to the State Water Resources Control Board for compliance; and

WHEREAS, in December 2024, the City and Contractor (Parties) amended the original GSA to increase the annual not-to-exceed (NTE) amount to $100,000 (Amendment No 1); and

WHEREAS, the Parties seek to further amend the Agreement Terms by extending the term an additional three (3) years with end date of June 30, 2028; and

WHEREAS, the cost of the services provided by Alpha Analytical Laboratories, Inc. is fully funded through the Wastewater (Fund 521) annual operations and maintenance budget; and

WHEREAS, the item qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15301, specifically for actions that involve the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features. Such actions entail negligible or no expansion of use beyond what was present at the time of the lead agency's determination; now, therefore, be it

RESOLVED: That the City Council hereby approves the execution of Amendment No. 2 to the General Services Agreement attached as Exhibit A effective July 1, 2025, through June 30, 2028, with Alpha Analytical Laboratories, Inc., and for the total NTE amount of $100,000 annually; and be it

FURTHER RESOLVED: That the City Council hereby authorizes an administrative option to extend the GSA for an additional two (2) years after expiration of the amended term; and be it

FURTHER RESOLVED: That the City Council hereby finds that the item qualifies for exemption under the CEQA Guidelines Section 15301, specifically for actions that involve the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features. Such actions entail negligible or no expansion of use beyond what was present at the time of the lead agency' s determination.

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

The foregoing Resolution 2025-____ was adopted by the Tracy City Council on the 3rd day of June, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-

EUROFINS EATON ANALYTICAL, LLC FOR A TERM ENDING ON JUNE 30, 2028, WITH AN ADMINISTRATIVE OPTION EXTENDING UP TO AN ADDITIONAL TWO (2) YEARS AND A NOT-TO- EXCEED ANNUAL AMOUNT OF $75,000 WITH THE OPTION TO ANNUALLY INCREASE THE BILLING RATES IN JULY OF EACH YEAR BY THE LESSER OF THREE PERCENT (3%) OF THE ANNUAL INCREASE IN THE COST-OF-LIVING INDEX – ALL ITEMS FOR THE SACRAMENTO METROPOLITAN REGION UPON SATISFACTORY PERFORMANCE AND BUDGET AVAILABILITY; AND

WHEREAS, the City of Tracy (City) must conduct testing and analysis of its public water system to comply with Federal and State standards and permitting for water quality; and

WHEREAS, the City is not sufficiently equipped with staff and resources required to conduct the mandatory testing without assistance from independent contractors; and

WHEREAS, in March 2024, the City entered into a General Services Agreement (GSA) with Eurofins Eaton Analytical, LLC (Contractor) to perform the necessary testing and analysis and provide the deliverables for submittal to the State Water Resources Control Board for compliance; and

WHEREAS, in December 2024, the City and Contractor (Parties) amended the original GSA to increase the annual not-to-exceed (NTE) amount to $75,000, which was approved via Resolution 2024-219 (Amendment No. 1); and

WHEREAS, the Parties seek to amend the Agreement Terms by extending the term to an additional three (3) years with end date of June 30, 2028; and

WHEREAS, the Parties further seek to amend the Agreement Compensation to include the option to annually increase the billing rates in July of each year by the lesser of three percent (3%) of the annual increase in the Cost-of-Living Index – All items for the Sacramento Metropolitan Region; and

WHEREAS, the cost of services provided by Eurofins Eaton Analytical, LLC is fully funded through the Water (Fund 511) annual operations and maintenance budget; and

WHEREAS, the item qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15301, specifically for actions that involve the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features. Such actions entail negligible or no expansion of use beyond what was present at the time of the lead agency's determination; now, therefore, be it

RESOLVED: That the City Council hereby approves the execution of Amendment No. 2 to the General Services Agreement attached as Exhibit B effective July 1, 2025, through June 30, 2028, with Eurofins Eaton Analytical, LLC, and for the total annual NTE amount of $75,000 with the option to annually increase the billing rates in July of each year by the lesser of three percent (3%) of the annual increase in the Cost-of-Living Index – All items for the Sacramento Metropolitan Region; and be it

FURTHER RESOLVED: That the City Council hereby authorizes an administrative option to extend the GSA for up to an additional two (2) years after expiration of the amended term; and be it

FURTHER RESOLVED: That the City Council hereby finds that the item qualifies for exemption under the CEQA Guidelines Section 15301, specifically for actions that involve the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features. Such actions entail negligible or no expansion of use beyond what was present at the time of the lead agency' s determination.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 3rd day of June, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-

PACIFIC ECORISK, INC. FOR A TERM ENDING ON JUNE 30, 2028, WITH AN ADMINISTRATIVE OPTION EXTENDING UP TO AN ADDITIONAL TWO (2) YEARS AND A NOT-TO-EXCEED ANNUAL AMOUNT OF $25,000, PREVIOUSLY $17,560 ANNUALLY, UPON SATISFACTORY PERFORMANCE AND BUDGET AVAILABILITY.

WHEREAS, the City of Tracy (City) Wastewater Treatment Plant must conduct testing and analysis of its wastewater (influent and effluent) to comply with Federal and State standards and permitting for water quality; and

WHEREAS, the City must provide the analytical testing results of this wastewater at certain set intervals and under certain conditions to the State Water Resources Control Board for water quality standards; and

WHEREAS, the City is not sufficiently equipped with staff and resources required to conduct the mandatory testing without assistance from independent contractors; and

WHEREAS, in March 2024, the City entered into a General Services Agreement (GSA) with Pacific EcoRisk, Inc. (Contractor) to perform the necessary testing and analysis and provide the deliverables for submittal to the State Water Resources Control Board for compliance; and

WHEREAS, the term of the Agreement allowed for up to a five (5) year extension, in any combination, with an annual not-to-exceed (NTE) budget of $17,560; and

WHEREAS, the City Manager approved the GSA under Tracy Municipal Code (TMC) 2.20.090(a)(1) – City Manager Purchasing Authority; and

WHEREAS, the City and Contractor (Parties) seek to amend the Agreement Terms by extending the term to an additional three-years (3) with end date of June 30, 2028; and

WHEREAS, the Parties further seek to amend the Agreement Compensation with an annual not-to-exceed amount of $25,000; and

WHEREAS, the cost of services provided by Pacific EcoRisk, Inc. is fully funded through the Wastewater (Fund 521) annual operations and maintenance budget; and

WHEREAS, the item qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines § 15301, specifically for actions that involve the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features. Such actions entail negligible or no expansion of use beyond what was present at the time of the lead agency's determination; now, therefore, be it

RESOLVED: That City Council hereby approves the execution of Amendment No. 1 to the General Services Agreement attached as Exhibit A effective July 1, 2025, through June 30, 2028, with Pacific EcoRisk, Inc. and for the total annual NTE amount of $25,000; and be it

FURTHER RESOLVED: That the City Council hereby authorizes an administrative option to extend the GSA for up to an additional two-years (2) after expiration of the amended term; and be it

FURTHER RESOLVED: That the City Council hereby finds that the item qualifies for exemption under the CEQA Guidelines Section 15301, specifically for actions that involve the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features. Such actions entail negligible or no expansion of use beyond what was present at the time of the lead agency' s determination.

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

The foregoing Resolution 2025-_____ was adopted by the City Council on the 3rd day of June, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 3, 2025

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council take the following actions, pursuant to the California Landscape and Lighting Act of 1972 and California Streets & Highway Code § 22623 *et seq.*:

(1) Adopt a resolution initiating proceedings for the annual levy of assessments and approving the preliminary Engineer's Report for the Tracy Consolidated Landscape Maintenance District for Fiscal year 2025/2026; and

(2) Subject to approval of Item 1, adopt a resolution of Intention to levy and collect (A) annual assessments for the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025/2026; and (B) hold a public hearing on June 17, 2025, at 7:00 p.m. to consider the same in accordance with the Landscape and Lighting Act of 1972.

EXECUTIVE SUMMARY

Annually, the City Council is required by the California Landscape and Lighting Act of 1972 to review and consider for approval the Tracy Consolidated Landscape Maintenance District (District) Engineer's Report for the new Fiscal Year. The approval process consists of two (2) steps: 1) initiating proceedings for the levy and collection of assessments and approving the preliminary District's Engineer's Report; and 2) scheduling a Public Hearing (proposed for June 17, 2025, at 7:00 p.m.) where the City Council will review public comments and be asked to approve the final Engineer's Report and authorize the levying and collection of special assessments needed to maintain the landscaping and related appurtenances in all forty-one (41) Zones in the District for Fiscal Year 2025/2026.

The law authorizes the City Council to modify the Engineer's Report prior to final approval and the City Council's declaration of intention to levy and collect assessments based on the report.

BACKGROUND AND LEGISLATIVE HISTORY

Prior to Fiscal year 2003/2004, the City managed three (3) landscape maintenance districts. Each of these districts were formed with specific areas of improvement. Collectively, there were thirty (30) different Zones, each of which included specific improvements that were installed as a condition of approval, and the Zone improvements were maintained for the benefit of those properties.

In Fiscal Year 2003/2004, the City consolidated the three (3) districts into a single district pursuant to Section 22605 (d) of the Landscape and Lighting Act of 1972 and established the Tracy Consolidated Landscape Maintenance District. As part of the consolidation, the improvements associated with the various Zones were evaluated and it was determined that, in some areas, the special benefit to properties could be more refined by expanding the existing thirty (30) Zones to thirty-seven (37) Zones. Since the consolidation, several annexations have taken place and there are now forty-one (41) Zones in the District.

Zones receive their respective maintenance financing from apportionment, which is the process by which each parcel is assessed. The City utilizes the Equivalent Dwelling Unit (EDU) method of apportionment. This method is widely seen as the most appropriate and equitable assessment methodology for districts governed by the Landscape and Lighting Act of 1972. An EDU is a

methodology used to convert differing parcel types and sizes to equate back to a single-family parcel. The single-family parcel is used as the basic unit of assessment. Every other land use is converted to EDU's based on an assessment formula that equates the property's specific development status, type of development, and size of the property, as compared to a single-family home site.

On December 5, 2023, through Resolution No. 2023-231, the City Council retained Harris & Associates (Harris) for administrative, engineering, and financial services, including assisting with the annual levy of the District and to prepare and file with the City Clerk the Annual Engineer's Report for the District in accordance with the Landscape and Lighting Act of 1972. The Professional Services Agreement with Harris is an annual agreement with an option to renew for an additional four (4) years.

ANALYSIS

At the time of the creation (formation) of each Zone, a maximum allowable assessment was established. The maximum assessment was based on the maintenance cost projected to cover the landscaping and related services and amenities within each Zone. However, not all zones properly accounted for amenity replacements or other financial considerations such as the rate of inflation, recessions, and the cost of materials and labor. It is recognized that the cost of maintaining the improvements increases each year due of inflation. Therefore, as an attempt to offset inflationary increases that affect service costs to the Zone, assessments include a formula for increasing the maximum assessment rates for each future Fiscal Year. The annual inflationary rate increase allows the maximum rates to be adjusted by three percent (3%) or the percentage of the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area Region, whichever is less. These moderate annual inflationary increases have not been adequate to keep up with the cost of maintaining the improvements and related services within each Zone.

The City utilizes June as it's benchmark month when analyzing the 12-month percent change for the CPI-U. The CPI-U for June 2024 was 3.2%. The maximum assessment rates allowed for Fiscal Year 2025/2026 is recommended to be adjusted by 3% over the prior year's maximum assessment rates. While it is necessary to keep up with inflation and adjust maximum assessments, it is important to note that the amount to be levied will only be based on the estimated cost of maintenance and replacement needs.

Some Zones have accumulated a structural deficit while others have been dependent on their respective reserves to balance the operating budget for regular routine maintenance. Having to absorb this delta has resulted in a financial burden for several Zones. For example, twenty-seven (27) of the forty-one (41) Zones (66%) have reached their maximum assessment rates and either are or will be experiencing a budget shortfall. Staff recognizes the financial complexities within the Landscape Maintenance District (LMD) and anticipate bringing an informational item forward to the City Council at a future date do to discuss the financial health of the LMD.

Pursuant to Article XIII D of the California Constitution (commonly known as Proposition 218), property owners shall approve any assessments that exceed the adjusted maximum assessment. Proposition 218 provides limited opportunities to increase revenue. There are two methods to increase revenue beyond the adjusted maximum assessment: 1) the General Fund may contribute funds to Zones to ensure a balanced budget; and 2) Initiate special ballot proceedings pursuant to Government Code 53753 and Proposition 218 to secure property owner approval of additional assessments.

For Fiscal Year 2025/2026, the General Fund anticipates providing a similar amount as previous years, approximately $739,000, in the form of a capital improvement project for arterial landscaping and tree maintenance as these improvements are generally viewed as a general benefit. These funds will continue to support a consistent level of routine maintenance for arterial roadways that the public benefits from for ease of transportation and connectivity throughout the community. Without the General Fund contribution for arterial maintenance, several Zones would need to rely on their reserves, require a service level reduction, and/or incur or increase their deficit to balance the Zones' operating budget. In addition, the Storm Drain fund is expected to contribute $20,000 to cover a portion of the expenses associated with channel-way/bike path landscaping.

Based upon the estimated costs to maintain the long and short-term landscaping and improvements, staff recommends the assigned assessment rates found in Part II ("Estimate of Costs") of the Engineer's Report for Fiscal Year 2025/2026. The report reflects the following:

- Fifteen (15) Zones are projected to increase their respective reserve budget to support future amenity replacements.
- Six (6) Zones are projected to not be assessed as maintenance is performed by another entity (i.e., HOA) or their respective reserve budget has ample funds to cover maintenance needs.
- Fifteen (15) Zones are projected to utilize their reserves as enhancements are expected to occur to improve the overall aesthetics and/or maintain existing service levels.
- One (1) Zone is projected to eliminate their deficit and begin establishing a reserve budget.
- Four (4) Zones are projected to reduce their existing deficit.

FISCAL IMPACT

The District has forty-one (41) Zones; therefore, each Zone should be viewed as an independent budget. Revenue for operations, maintenance, and capital replacement in each Zone is from assessments, storm drain, general fund, and reserves. Each Zone's budget is reflected in Part II ("Estimate of Costs") of the Engineer's Report for Fiscal Year 2025/2026.

PUBLIC OUTREACH / INTEREST

If Council approves the requested actions, a noticed public hearing will take place on June 17, 2025, at 7:00 p.m.

Staff recognizes the ongoing need to develop long-term funding strategies and increase resident engagement, particularly for financially constrained Zones that may require future Proposition 218 proceedings. To support this effort, staff has created a dedicated LMD landing page to provide stakeholders with detailed information about their respective Zones. Additionally, an informational brochure and business cards featuring a QR code linked to the City's LMD webpage have been developed to improve accessibility and public outreach.

COORDINATION

This report was prepared by the Parks, Recreation, and Community Services Department in coordination with the Finance and Public Works Departments.

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 and is a financing tool that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(4, 5)). Further, even if this item was deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council take the following actions, pursuant to the California Landscape and Lighting Act of 1972 and California Streets & Highway Code Section 22623 *et seq.*:

(1) Adopt a resolution initiating proceedings for the annual levy of assessments and approving the preliminary Engineer's Report for the Tracy Consolidated Landscape Maintenance District for Fiscal year 2025/2026; and
(2) (A) Subject to approval of Item 1, adopt a resolution of Intention to levy and collect annual assessments for the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025/2026; and (B) hold a public hearing on June 17, 2025, at 7:00 p.m. to consider the same in accordance with the Landscape and Lighting Act of 1972.

Prepared by: Nilo Velazquez, Management Analyst II

Reviewed by: Richard Joaquin, Assistant Director of Parks, Recreation, and Community Services
Brian MacDonald, Director of Parks, Recreation, and Community Services
Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Karin Schnaider, Assistant City Manager

Attachment:

Attachment A: Preliminary Engineer's Report, Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025/2026

CITY OF TRACY CALIFORNIA

Think Inside the Triangle™

CITY OF TRACY

ENGINEER'S REPORT
FISCAL YEAR 2025-26
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

May 2025

Harris & Associates

Prepared by

Harris & Associates
1401 Willow Pass Road, Suite 500
Concord, CA 94520
www.weareharris.com

ENGINEER'S REPORT FOR
FISCAL YEAR 2025-26
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
CITY OF TRACY
STATE OF CALIFORNIA

APPROVED BY THE CITY COUNCIL FOR THE CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT OF THE CITY OF TRACY, STATE OF CALIFORNIA ON THE _____ DAY OF _____, 2025

_____
NECY LOPEZ
CITY CLERK
CITY OF TRACY

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Appendices

Appendix A – Improvement Areas by Zone

Appendix B – Consolidated Landscape Maintenance Map

Appendix C – Assessment Roll

INTRODUCTION

The City of Tracy (the "City"), is the second most populated city in San Joaquin County. The City population is approximately 95,000. Tracy is located inside a geographic triangle formed by Interstate 205 on the north side, Interstate 5 to the east, and Interstate 580 to the southwest; this has given rise to Tracy's motto, now recorded on the City's website: "Think Inside the Triangle".

Prior to Fiscal Year 2003-04, the City levied and managed three individual landscape maintenance districts identified as:

- Tracy Landscape and Lighting Assessment District 8501 formed in 1985;
- Tracy Landscape and Lighting Assessment District 8801 formed in 1988; and,
- Tracy Landscape and Lighting Assessment District 9802 formed in 1998.

Each of these original districts was formed with various Zones, and with specific areas of improvement. The parcels receiving benefit from those improvements have been assessed the costs of maintaining those improvements. At that time, the three original districts included thirty (30) different Zones. Each Zone included specific improvements that were installed as a condition of approval and the Zone improvements were maintained for the benefit of those properties.

In Fiscal Year 2003-04 the City consolidated the three existing districts into a single district pursuant to Section 22605 (d) of the 1972 Act and established the Tracy Consolidated Landscape Maintenance District. As part of the consolidation, the improvements associated with various Zones were closely evaluated and it was determined that in some areas, the special benefits to properties could be more refined by expanding the existing thirty (30) Zones to thirty-maintenance (37) Zones.

Several annexations have taken place over the subsequent years and there are now 41 Zones within the District. Each annexation was made pursuant to the 1972 Act and the substantive and procedural requirements of the Proposition 218.

As required by the Landscaping and Lighting Act of 1972, this Engineer's Report describes the improvements to be constructed, operated, maintained, and serviced by the District, provides an estimated budget for the District, and lists the proposed assessments to be levied upon each assessable lot or parcel within the District. Following the approval of the preliminary report, either as submitted or as modified, the City Council will hold a Public Hearing to provide an opportunity for any interested person to be heard. All property owners must be noticed in accordance with Section 22626 of the Streets and Highways Code prior to the Public Hearing. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the levy of assessments as originally proposed or as modified.

Following the adoption of said resolution, the final assessor's roll will be prepared and filed with the County Tax Collector's office to be included on the FY 2025-26 tax roll.

IMPACTS OF PROPOSITION 218

On November 5, 1996, California voters approved Proposition 218 entitled "Right to Vote on Taxes Act" which added Article XIIID to the California Constitution. While its title refers only to taxes, Proposition 218 establishes new procedural requirements for the formation and administration of assessment districts. Proposition 218 also requires that with certain specified exceptions, which are described below, all existing assessment districts must be ratified by the property owners within the District using the new procedures.

Some of these exceptions include:

1) Any assessment imposed exclusively to finance the capital cost or maintenance and operation expenses for streets.
2) Any assessments levied pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment was initially imposed.

However, even if assessments are initially exempt from Proposition 218, if the assessments are increased in the future, the City will need to comply with the provisions of Proposition 218 for that portion of the increased assessment unless the increase in assessment was anticipated in the assessment formula (e.g., CPI increase).

Proposition 218 does not define this term "streets", however, following the passage of Proposition 218 based on conversations with other public agency officials, attorneys, assessment engineers and Senate Bill 919, we determined that "streets" include all public improvements located within the street right-of-way. This would include median and parkway landscaping, traffic signals, safety lighting and street lighting.

It was also determined that if assessments were imposed as a condition of development and property owners agreed to the imposition of assessments and subsequently signed a development agreement confirming so, then this would suffice for the requirement of signing a petition.

The more difficult question arose in those situations where the levy of assessments was imposed as a condition of approval for land development or subdivision where the property owner did not enter into a development agreement. In those cases, if the landscape, park, or streetlight facilities and the resulting assessment were a condition of the land development or subdivisions approval and the property owner acquiesces to the levy of assessment, it is reasoned that this was a functional equivalent of giving express consent or signing a petition requesting the imposition of the assessment. Even the Howard Jarvis Taxpayers' Association seems to tacitly support this conclusion in its "Statement of Drafters' Intent". When discussing the exemption for existing assessments imposed pursuant to a petition, the taxpayers' association said:

> "This provision exempts most land secured financing arrangements used by developers."

Clearly acceptance of a condition of approval of a development or subdivision which requires that imposition of assessments is a common form of land secured financing used by developers to fund street lighting or landscape maintenance.

STATEMENT OF ASSESSMENT ENGINEER

Statement of Assessment Engineer

AGENCY: **CITY OF TRACY**

PROJECT: **CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT**

TO: **THE CITY COUNCIL**
CITY OF TRACY
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2025-26

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the Consolidated Landscape Maintenance District of the City of Tracy to provide landscape maintenance services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2025-26.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIIID, Section 4(a) of the State of California Constitution, and in accordance with the City of Tracy's Resolution being adopted by the City Council for the Consolidated Landscape Maintenance District on the 3rd day of June, this Report has been ordered for:

CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following six (6) parts and Appendices:

PART I

Plans and Specifications: Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and are incorporated herein by reference.

PART II

Estimate of Cost: An estimate of the costs of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

PART III

Quantification of Benefit: The quantification of benefit identifies, separates and quantifies the general and special benefits received by each parcel in the District, for the services received and the improvements provided.

PART IV

Method of Assessment: The method of assessment indicates the proposed levy of the net amount of the costs and expenses of the improvements to be levied upon the parcels of land within the District, in proportion to the estimated benefits to be received by such parcels.

PART V

Assessment Diagram: The diagram of the district and zone boundaries showing the exterior boundaries of the Assessment District and all Zones, and the lines and dimensions of each lot or parcel of land within the Assessment District. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of San Joaquin for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report. Appendix A describes the Improvement Areas of the District by Zone. Appendix B provides the Consolidated Landscape Maintenance District Map.

PART VI

Assessment Roll: An assessment of the estimated cost of the improvements on each benefiting lot or parcel of land within the District. The proposed Assessment Roll using the Fiscal Year 2025-26 assessment rates are included in this Report as Appendix C.

Appendices

Appendix A – Improvement Areas by Zone

Appendix B – Consolidated Landscape Maintenance District Map

Appendix C – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED this 2nd day of May, 2025

Harris & Associates



Alison Bouley, P.E., Assessment Engineer
R.C.E. No. C61383
Engineer of Work

PART I – PLANS AND SPECIFICATIONS

DESCRIPTION OF IMPROVEMENTS
FOR THE CITY OF TRACY
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
FISCAL YEAR 2025-26

The District assessments provide for the continued maintenance, servicing, administration and operation of specific landscaped areas and associated appurtenances for each of the forty-one (41) Zones in the District. It has been determined that the assessed parcels within each Zone receive special benefits from various landscape improvements that may include, but are not limited to: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, recreational equipment, hardscapes and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, parks or open space areas within each Zone. Services provided include the necessary operations, administration, and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition or are necessary or convenient for the maintenance of the improvements. The continued maintenance of these improvements shall be budgeted and reviewed each fiscal year and fully or partially funded through the annual assessments. A listing of the improvement areas for each Zone is shown in Appendix A.

All assessable parcels identified as being within each Zone share in both the cost and the benefits of the improvements. The costs and expenses associated with the improvements in each Zone are equitably spread among all benefitting parcels within that Zone and only parcels that receive special benefit from the improvements are assessed in proportion to benefit received. The funds collected from the assessments are dispersed and used for the services and operations provided within the District. Properties receive the following special benefits from the District landscape improvements:

- Enhanced desirability of properties through association with the improvements and the aesthetic value of green space within the area.
- Improved aesthetic appeal of properties providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, dust and debris control and reduced noise and air pollution.
- Reduced vandalism and criminal activity resulting from well-maintained surroundings and amenities.
- The special enhancements of the properties that results from the above benefits.

The proposed budgets and maintenance costs for various Zones may include the following long-term maintenance programs:

1. Tree Maintenance Programs (Arterial, Parkway Street and Park Tree Maintenance);
2. Streetscape Revitalization and Rehabilitation Program and;
3. Park Rehabilitation and Renovation Program.

The total amount to provide these programs in each Zone where these services apply is greater than can be conveniently raised from a single annual assessment and the estimated costs of these programs for each Zone shall be raised and collected in installments as part of the annual assessments. The individual Budget pages for each Zone detail the amounts collected and/or expended each year.

The City developed these programs to fund periodic and programmed maintenance, renovation, rehabilitation, replacement and revitalization of District improvements. The City has carefully reviewed each of the associated program costs and the corresponding collection of funds has been proportionately spread to each parcel based on special benefits received from the services to be rendered within their Zone over an extended period.

Tree Maintenance Program

The Tree Maintenance program (Parkway street-tree, Arterial-tree, and Park-tree maintenance) may include both routine and emergency maintenance for the District trees, whether those trees are along streets or within parks. In the Zones assessed for this program, the following may apply:

- Regular trimming and pruning of the Park-trees, which includes trimming and pruning of the trees as needed to ensure the health and growth of the trees.
- Removal and replacement of the Park-trees, including the removal or replacement of damaged or diseased trees, or removal of trees whose growth has or will potentially cause damage to existing landscape improvements, sidewalks or curbs. This program may include the replacement or repair of surrounding City improvements as needed.

Assessments for the tree maintenance program shall be collected from only those parcels and Zones identified as receiving special benefit from each of the specific services provided. Each parcel within the District that benefits from the various tree maintenance services is assessed on an annual installment basis to meet its proportional share of the cost and expenses associated with the tree maintenance, which is planned every five to ten years, depending upon Zone funding availability.

Streetscape Revitalization and Rehabilitation Program

The Streetscape Revitalization and Rehabilitation program includes, but is not limited to the following and may include routine or emergency maintenance.

1. Removal or replacement of existing dead/dying plant materials within the medians and parkway-landscaped areas.
2. Removal of existing plant materials and replacement with new plant material or non-plant materials within the medians and parkway-landscaped areas.
3. Upgrades or renovation to the irrigation or drainage systems, electrical systems or water meters, hardscape improvements associated with the landscaping such as confirmed City sound walls, walking paths, soil and stamped concrete.

Assessments for the streetscape program shall be collected from only those parcels and Zones identified as receiving special benefit from parkway and median landscaped areas. Each parcel within the District that benefits from the streetscape revitalization and rehabilitation services is assessed on an annual installment basis to meet its proportional share of the cost and expenses associated with the program.

This program is designed to ensure the long-term maintenance of all streetscape landscaping within the District.

Park Rehabilitation and Renovation Program

There are specific costs associated to the annual and regular maintenance of park improvements and facilities which are included in the annual maintenance expenses of those Zones that benefit from the parks associated with that Zone. However, the cost of periodically repairing, replacing, and upgrading the landscaping and facilities within these parks cannot be reasonably collected in a single annual assessment. Therefore, the City has established a long-term park rehabilitation and renovation program that includes the design repair and reconstruction of parks within the District.

Each parcel within the District that benefits from the park rehabilitation and renovation services is assessed on an annual installment basis to meet its proportional share of the cost and expenses associated with the program. However, with current inflation rates, the majority of Zones are unable to keep up with the accelerating maintenance costs.

The costs of providing for the annual and regular maintenance of the landscape improvements as well as the long-term maintenance programs for the District have been identified as a special benefit to properties within the District. Although the location of the improvements may be visible to properties outside the District or to the public at large, the improvements have been installed and are maintained for the benefit of properties within the District. As such, there is no quantifiable general benefit from the improvements to persons or properties outside the District. The portion of the costs associated with the maintenance of the Channel-ways and the landscaped areas on Eleventh Street, generally between Lammers Road and the Railroad Tracks east of Corral Hollow Road, benefit both properties within the adjacent Zones as well as properties that are not within the District and it has been determined that the City will contribute funds to the District for the maintenance of these areas.

The assessments and Method of Assessment described in this Report utilize commonly accepted assessment engineering practices and have been established pursuant to the 1972 Act and the provisions of Proposition 218. The assessment amount for each Zone is based only on the services and improvements associated with that Zone. All assessments are apportioned based upon the special benefit received by the properties within each Zone and are over and above any general benefit conferred on the public at large. Any new or increased assessments will be subject to the substantive and procedural requirements of Proposition 218. Property owner ballot proceedings are not required if the proposed annual assessment rate is less than or equal to the maximum assessment rate previously approved for each of the Zones.

In any given fiscal year, if the assessment revenue will not allow for full maintenance service in a particular Zone, City staff will determine the scope of work to be performed, and any necessary reductions in the scope of work will likely include, but not be limited to, the reduction or elimination of the long-term renovation and rehabilitation programs and some or all of the following:

Turf Areas

- Reduced frequency of mowing and edging turf areas. Full scope includes mowing and edging turf areas regularly.
- No fertilization. Full scope includes fertilization multiple times a year. Limited/elimination of weed control.
- Limited/elimination of aeration.

Ground Cover/Shrub Areas

- Limited/elimination of emergent weed control. No fertilization.
- Limited/elimination of mowing or removal of dead plants and leaves.
- Limited/elimination of vine trimming

General Landscaping

- Limited/elimination of removal of tree stakes and ties. Limited/elimination of trash pick-up in landscaping areas.
- Limited/elimination of weed and litter control for gutters, curbs, parking lots and walkways and adjacent to contract areas.
- Administration and operations of the landscaping Zones.

The proposed assessments described in this Report are based on the estimated costs associated with the regular annual maintenance, operation, and servicing of landscape improvements within each Zone. The total cost of these improvements are proportionately spread to only the properties within each respective Zone based on a method of apportionment that reflects the direct and proportional special benefits to each property. In addition to the regular annual maintenance of the landscape improvements, various Zone budgets include the collection of funds associated with specific long-term maintenance and rehabilitation programs identified as: Tree Maintenance Programs; Streetscape Revitalization and Rehabilitation Program; and Park Rehabilitation and Renovation Program. The funds collected for these programs are proportionally collected from only those Zones for which these programs are provided.

The word "parcel", for the purposes of this Report, refers to an individual property assigned its own Assessment Parcel Number by the San Joaquin County Assessor's Office. The San Joaquin County Auditor/Controller uses Assessment Parcel Numbers and specific Fund Numbers to identify, on the tax roll, properties assessed for special district benefit assessments.

PART II – ESTIMATE OF COSTS

The estimated costs of maintenance and servicing the improvements for the District as described in Part 1, Plans and Specifications, for each Zone are summarized in the Zone budget tables on pages 13-53.

The following is a description of the budget items including maintenance, replacement, power costs for supplying electrical energy for the illumination of the decorative lights, irrigation systems, City administrative and personnel services for the annual administration, San Joaquin County costs related to placing assessments onto the tax roll, and any Reserve collections.

Description of Budget Items

EXPENDITURES COSTS [1]

Personnel – 5100

- *Field & Supervisory Personnel.* The cost associated to City staff for providing non-scheduled repairs, graffiti removal, operations and maintenance of the improvements, etc. within the Zones.

Contracted Services – 5200

- *Contracted Maintenance Contracts.* Includes all regularly scheduled labor, material, e.g. fertilizer, insecticides, etc., and equipment required to properly maintain and ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.
- *LMD Administration.* The costs of contracting with professionals to provide services specific to the levy administration, including preparation of the Engineer's Report, resolutions, and levy submittal to the County. These fees can also include any additional administrative, legal, or engineering services specific to the District such as the cost to prepare and mail notices of the public meeting and hearing.

Commodities – 5300

- *Supplies.* Includes supplies to maintain or repair irrigation system, playgrounds, plant material, etc.

Internal Services – 5400

- Services related to City Staff time devoted to the District.
- *Utilities.* The cost of water, sewer, electrical, telephone, vehicle replacement, building, IT, and anything necessary to maintain improvements within the Zones.
- Business expense not chargeable to a particular part of the District (ex: insurance, etc.)
- Incidental costs and expenses of the City associated with the operation and administration of the District and the cost of maintenance, services and incidentals not included above. (ex. vehicle or building maintenance)

Other/Indirect – (5500-5900)

- *Capital Improvement Projects.* These costs include the long-term replacement costs of improvements that cannot be paid for during a single fiscal year. Funds are collected over several years to pay for replacement costs.
- *County Collection Fee.* The cost to the Consolidated District for the County to collect the assessments on the property tax bills. Cost is the lesser of $3.00 per parcel or 1% of the total amount placed onto the tax roll.

LEVY ADJUSTMENTS [2]

Long-Term Maintenance. Includes the following and will be reflected in the 5200 or 5300 category for the year the funds will be expensed.

- *Streetscape Revitalization & Rehabilitation.* This represents the zone's annual installment for participation in the Streetscape Revitalization and Rehabilitation program.
- *Arterial Street Tree, Street Tree, and Park Tree Maintenance.* This represents the zone's annual installment for participation in the Tree Maintenance program.
- *Park Rehabilitation & Renovation.* This represents the zone's annual installment for participation in the Park Rehabilitation and Renovation program.

G. F. – Capital Improvement Projects. These costs include the long-term replacement costs of improvements that cannot be paid for during a single fiscal year. Funds are collected over several years to pay for those replacement costs. This also includes the City's contribution to the Zones for any general benefit that the improvements within the Zones may have impact on other properties or the public at large.

Zone Reserve Adjustments. Each Zone has its own Reserve Fund and monies are used from the Reserve Funds to reduce assessment amounts to individual parcels or to contribute to the Zone Reserve Funds, whether Operating Reserves or Capital Reserves.

General Fund Support. Represents the City's contribution to the Zones for improvements not related to channel way and capital improvement projects.

Storm Drain Fund Support. Represents the City's contribution to the Zones for any channel way that the improvements within the Zones may have impact on other properties or the public at large.

Balance to Levy. This is the total amount to be levied and collected through assessments for the current fiscal year. It represents the sum of Total Expenses and Other Revenues subtracting the General Fund Support and the Drainage Fund Support.

Variance. A variance may be seen between the Levy per EDU and the Maximum Levy per EDU. The variance occurs because the Special Assessments required to meet expenses for the current fiscal year are below the maximum level. The Maximum Levy per EDU is based upon the total expenses for all improvements both existing and those planned for the future.

Total Parcels Levied. The total number of parcels within the Zones that will receive the special benefits during the current fiscal year.

Total EDUs. The total Equivalent Dwelling Units within the Zones applied to the parcels described above.

Proposed Levy per EDU. This amount represents the rate being applied to each parcel's individual EDU. The Levy per EDU is the result of dividing the "Special Assessment to Levy" by the Total EDUs of the Zones for the fiscal year. This rate is rounded to the nearest even pennies for San Joaquin County tax roll purposes.

Maximum Levy per EDU[3]*.* This is the rate per EDU approved by property owners within the Zone, in accordance with Proposition 218, adjusted for inflation as described in the Method of Apportionment.

Budget Tables

Budget tables for each zone and a summary table for the District are presented on the following pages. The following footnotes apply to all the Budgets:

1. Direct Costs for Forecasted Budget FY 2026-27 are equal to the current year's proposed amount plus 3% escalation to account for inflation. This is shown as an estimate only.
2. Direct Costs for Proposed Budget FY 2025-26 are equal to the current year's proposed amount plus 3% escalation to account for inflation, except for the County Collection Fee, which is equal to the lesser of $3 per parcel or 1% of the levy amount.
3. The Zone Reserve Adjustments, added or subtracted, equals the amount necessary to keep the assessment rate at or below the maximum allowable assessment rate for that year.
4. The Maximum Assessment Rate for 2025-26 is equal to the current year's Maximum Assessment Rate, plus 3% escalation for inflation. The actual escalation rate is detailed on page 57 of this Report, under Assessment Range Formula.
5. The Beginning Fund Balances shown on each Budget page includes the Zones Reserve amounts and are derived from Fiscal Year 2024-25 ending balances.

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 1		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$50,755	$52,277
Contracted Services - 5200	$39,166	$40,341
Commodities - 5300	$23,273	$23,971
Internal Services - 5400	$11,206	$11,542
Other/Indirect - (5500 - 5900)	$8,700	$8,961
TOTAL EXPENDITURES COST	**$133,099**	**$137,092**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($5,758)	$0
Zone Reserves Adjustment	($81,395)	($89,784)
General Fund - 101	$0	$0
Storm Drain Fund - 101	($522)	($522)
TOTAL ADJUSTMENTS	**($87,674)**	**($90,306)**
Balance to Levy	**$45,424**	**$46,786**
Total Revenue at Maximum Rate	**$45,424**	**$46,786**
Variance above/(below) Maximum Revenue	$0	$0
DISTRICT STATISTICS		
Total Parcels	294	294
Total Parcels Levied	294	294
Total EDUs	617.00	617.00
Total EDUs Levied	617.00	617.00
Proposed Levy per EDU	**$73.62**	$75.83
Max Levy per EDU [3]	$73.62	$75.83
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$140,420	$59,025
Reserve Fund Adjustment	($81,395)	($89,784)
Projected Reserve Ending Fund Balance	**$59,025**	**($30,759)**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 2		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$128	$131
Contracted Services - 5200	$12,827	$13,212
Commodities - 5300	$11	$11
Internal Services - 5400	$2,880	$2,966
Other/Indirect - (5500 - 5900)	$165	$170
TOTAL EXPENDITURES COST	**$16,010**	**$16,490**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($13,433)	$0
Zone Reserves Adjustment	$11,158	($2,343)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($2,275)**	**($2,343)**
Balance to Levy	**$13,735**	**$14,147**
Total Revenue at Maximum Rate	**$13,735**	**$14,147**
Variance above/(below) Maximum Revenue	$0	$0
DISTRICT STATISTICS		
Total Parcels	125	125
Total Parcels Levied	125	125
Total EDUs	125.00	125.00
Total EDUs Levied	125.00	125.00
Proposed Levy per EDU	**$109.88**	$113.18
Max Levy per EDU [3]	$109.88	$113.18
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$22,529	$33,687
Reserve Fund Adjustment	$11,158	($2,343)
Projected Reserve Ending Fund Balance	**$33,687**	**$31,344**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 3		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$127,516	$131,341
Contracted Services - 5200	$183,180	$188,675
Commodities - 5300	$10,910	$11,237
Internal Services - 5400	$171,267	$176,405
Other/Indirect - (5500 - 5900)	$32,181	$33,146
TOTAL EXPENDITURES	**$525,054**	**$540,805**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($47,102)	$0
Zone Reserves Adjustment	($6,826)	($55,590)
General Fund - 101	$0	$0
Storm Drain Fund - 101	($1,453)	($1,453)
TOTAL ADJUSTMENTS	**($55,381)**	**($57,043)**
Balance to Levy	**$469,672**	**$483,762**
Total Revenue at Maximum Rate	**$469,672**	**$483,762**
Variance above/(below) Maximum Revenue	$0	$0
DISTRICT STATISTICS		
Total Parcels	2,292	2,292
Total Parcels Levied	2,292	2,292
Total EDUs	2,876.13	2,876.13
Total EDUs Levied	2,876.13	2,876.13
Proposed Levy per EDU	**$163.30**	$168.20
Max Levy per EDU [3]	$163.30	$168.20
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$158,487	$151,661
Reserve Fund Adjustment	($6,826)	($55,590)
Projected Reserve Ending Fund Balance	**$151,661**	**$96,071**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 4		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS 1		
Personnel - 5100	$1,658	$1,707
Contracted Services - 5200	$327	$337
Commodities - 5300	$142	$146
Internal Services - 5400	$800	$824
Other/Indirect - (5500 - 5900)	$444	$457
TOTAL EXPENDITURES COST	**$3,370**	**$3,472**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($7)	$0
Zone Reserves Adjustment	$5,277	$5,428
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$5,270**	**$5,428**
Balance to Levy	**$8,640**	**$8,899**
Total Revenue at Maximum Rate	**$23,515**	**$24,221**
Variance above/(below) Maximum Revenue	($14,875)	($15,321)
DISTRICT STATISTICS		
Total Parcels	144	144
Total Parcels Levied	144	144
Total EDUs	144.00	144.00
Total EDUs Levied	144.00	144.00
Proposed Levy per EDU	**$60.00**	$61.80
Max Levy per EDU [3]	$163.30	$168.20
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$22,287	$27,564
Reserve Fund Adjustment	$5,277	$5,428
Projected Reserve Ending Fund Balance	**$27,564**	**$32,991**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 5		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$0	$0
Contracted Services - 5200	$1,866	$1,922
Commodities - 5300	$0	$0
Internal Services - 5400	$0	$0
Other/Indirect - (5500 - 5900)	$0	$0
TOTAL EXPENDITURES COST	**$1,866**	**$1,922**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	$0	$0
Zone Reserves Adjustment	($1,866)	($1,922)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($1,866)**	**($1,922)**
Balance to Levy	**$0**	**$0**
Total Revenue at Maximum Rate	**$11,268**	**$11,606**
Variance above/(below) Maximum Revenue	($11,268)	($11,606)
DISTRICT STATISTICS		
Total Parcels	69	69
Total Parcels Levied	69	69
Total EDUs	69.00	69.00
Total EDUs Levied	69.00	69.00
Proposed Levy per EDU	**$0.00**	$0.00
Max Levy per EDU [3]	$163.30	$168.20
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$19,201	$17,335
Reserve Fund Adjustment	($1,866)	($1,922)
Projected Reserve Ending Fund Balance	**$17,335**	**$15,413**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 6		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$128	$131
Contracted Services - 5200	$553	$569
Commodities - 5300	$11	$11
Internal Services - 5400	$404	$416
Other/Indirect - (5500 - 5900)	$72	$75
TOTAL EXPENDITURES COST	**$1,167**	**$1,202**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	$0	$0
Zone Reserves Adjustment	$3,318	($1,202)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$3,318**	**($1,202)**
Balance to Levy	**$4,485**	**$0**
Total Revenue at Maximum Rate	**$7,324**	**$7,544**
Variance above/(below) Maximum Revenue	($2,839)	($7,544)
DISTRICT STATISTICS		
Total Parcels	2	2
Total Parcels Levied	2	2
Total EDUs	44.85	44.85
Total EDUs Levied	44.85	44.85
Proposed Levy per EDU	**$100.00**	$103.00
Max Levy per EDU [3]	$163.30	$168.20
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$17,004	$20,322
Reserve Fund Adjustment	$3,318	($1,202)
Projected Reserve Ending Fund Balance	**$20,322**	**$19,120**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 7		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$62,100	$63,963
Contracted Services - 5200	$123,212	$126,909
Commodities - 5300	$5,313	$5,473
Internal Services - 5400	$68,641	$70,700
Other/Indirect - (5500 - 5900)	$15,974	$16,453
TOTAL EXPENDITURES COST	**$275,240**	**$283,498**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($92,475)	$0
Zone Reserves Adjustment	$77,963	($15,002)
General Fund - 101	$0	$0
Storm Drain Fund - 101	($1,807)	($1,807)
TOTAL ADJUSTMENTS	**($16,319)**	**($16,809)**
Balance to Levy	**$258,921**	**$266,689**
Total Revenue at Maximum Rate	**$258,921**	**$266,689**
Variance above/(below) Maximum Revenue	$0	$0
DISTRICT STATISTICS		
Total Parcels	1,171	1,171
Total Parcels Levied	1,171	1,171
Total EDUs	1,272.34	1,272.34
Total EDUs Levied	1,272.34	1,272.34
Proposed Levy per EDU	**$203.50**	$209.61
Max Levy per EDU [3]	$203.50	$209.61
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$106,427	$184,390
Reserve Fund Adjustment	$77,963	($15,002)
Projected Reserve Ending Fund Balance	**$184,390**	**$169,388**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 8		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$128	$131
Contracted Services - 5200	$29,588	$30,476
Commodities - 5300	$11	$11
Internal Services - 5400	$18,071	$18,613
Other/Indirect - (5500 - 5900)	$473	$487
TOTAL EXPENDITURES COST	**$48,271**	**$49,719**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($31,501)	$0
Zone Reserves Adjustment	$29,881	($1,732)
General Fund - 101	$0	$0
Storm Drain Fund - 101	($2,084)	($2,084)
TOTAL ADJUSTMENTS	**($3,704)**	**($3,816)**
Balance to Levy	**$44,567**	**$45,903**
Total Revenue at Maximum Rate	**$44,567**	**$45,903**
Variance above/(below) Maximum Revenue	$0	$0
DISTRICT STATISTICS		
Total Parcels	219	219
Total Parcels Levied	219	219
Total EDUs	219.00	219.00
Total EDUs Levied	219.00	219.00
Proposed Levy per EDU	**$203.50**	$209.61
Max Levy per EDU [3]	$203.50	$209.61
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	($310,266)	($280,385)
Reserve Fund Adjustment	$29,881	($1,732)
Projected Reserve Ending Fund Balance	**($280,385)**	**($282,118)**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 9		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$42,208	$43,474
Contracted Services - 5200	$183,482	$188,987
Commodities - 5300	$3,611	$3,720
Internal Services - 5400	$190,265	$195,973
Other/Indirect - (5500 - 5900)	$13,559	$13,965
TOTAL EXPENDITURES COST	**$433,125**	**$446,118**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($212,253)	$0
Zone Reserves Adjustment	$229,077	$17,214
General Fund - 101	$0	$0
Storm Drain Fund - 101	($3,817)	($3,817)
TOTAL ADJUSTMENTS	**$13,007**	**$13,397**
Balance to Levy	**$446,131**	**$459,515**
Total Revenue at Maximum Rate	**$446,131**	**$459,515**
Variance above/(below) Maximum Revenue	$0	$0
DISTRICT STATISTICS		
Total Parcels	2,369	2,369
Total Parcels Levied	2,369	2,369
Total EDUs	2,444.82	2,444.82
Total EDUs Levied	2,444.82	2,444.82
Proposed Levy per EDU	**$182.48**	$187.95
Max Levy per EDU [3]	$182.48	$187.95
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	($574,343)	($345,266)
Reserve Fund Adjustment	$229,077	$17,214
Projected Reserve Ending Fund Balance	**($345,266)**	**($328,052)**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 10		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$63,758	$65,671
Contracted Services - 5200	$106,105	$109,289
Commodities - 5300	$5,455	$5,619
Internal Services - 5400	$38,331	$39,481
Other/Indirect - (5500 - 5900)	$16,125	$16,608
TOTAL EXPENDITURES COST	**$229,774**	**$236,667**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($47,604)	$0
Zone Reserves Adjustment	$64,009	$16,682
General Fund - 101	$0	$0
Storm Drain Fund - 101	($7,927)	(7,927)
TOTAL ADJUSTMENTS	**$8,478**	**$8,755**
Balance to Levy	**$238,252**	**$245,423**
Total Revenue at Maximum Rate	**$238,274**	**$245,423**
Variance above/(below) Maximum Revenue	($22)	$0
DISTRICT STATISTICS		
Total Parcels	317	317
Total Parcels Levied	317	317
Total EDUs	2,193.45	2,193.45
Total EDUs Levied	2,193.45	2,193.45
Proposed Levy per EDU	**$108.62**	$111.88
Max Levy per EDU [3]	$108.63	$111.89
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$3,173	$67,182
Reserve Fund Adjustment	$64,009	$16,682
Projected Reserve Ending Fund Balance	**$67,182**	**$83,864**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 11		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$128	$131
Contracted Services - 5200	$1,143	$1,177
Commodities - 5300	$11	$11
Internal Services - 5400	$22	$23
Other/Indirect - (5500 - 5900)	$47	$49
TOTAL EXPENDITURES COST	**$1,351**	**$1,391**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($504)	$0
Zone Reserves Adjustment	$1,125	$640
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$621**	**$640**
Balance to Levy	**$1,971**	**$2,031**
Total Revenue at Maximum Rate	**$1,972**	**$2,031**
Variance above/(below) Maximum Revenue	($0)	$0
DISTRICT STATISTICS		
Total Parcels	1	1
Total Parcels Levied	1	1
Total EDUs	18.15	18.15
Total EDUs Levied	18.15	18.15
Proposed Levy per EDU	**$108.62**	$111.88
Max Levy per EDU [3]	$108.63	$111.89
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	($2,313)	($1,188)
Reserve Fund Adjustment	$1,125	$640
Projected Reserve Ending Fund Balance	**($1,188)**	**($548)**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 12		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$63,506	$65,411
Contracted Services - 5200	$64,597	$66,535
Commodities - 5300	$39,364	$40,545
Internal Services - 5400	$36,022	$37,102
Other/Indirect - (5500 - 5900)	$12,247	$12,615
TOTAL EXPENDITURES COST	**$215,736**	**$222,208**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($42,297)	$0
Zone Reserves Adjustment	($48,084)	($93,092)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($90,381)**	**($93,092)**
Balance to Levy	**$125,355**	**$129,116**
Total Revenue at Maximum Rate	**$155,852**	**$160,527**
Variance above/(below) Maximum Revenue	($30,496)	($31,411)
DISTRICT STATISTICS		
Total Parcels	104	104
Total Parcels Levied	104	104
Total EDUs	1,002.84	1,002.84
Total EDUs Levied	1,002.84	1,002.84
Proposed Levy per EDU	**$125.00**	$128.75
Max Levy per EDU [3]	$155.41	$160.07
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$272,942	$224,858
Reserve Fund Adjustment	($48,084)	($93,092)
Projected Reserve Ending Fund Balance	**$224,858**	**$131,766**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 13		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$63,506	$65,411
Contracted Services - 5200	$60,140	$61,944
Commodities - 5300	$19,364	$19,945
Internal Services - 5400	$33,408	$34,410
Other/Indirect - (5500 - 5900)	$12,449	$12,823
TOTAL EXPENDITURES COST	**$188,867**	**$194,533**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($1,331)	$0
Zone Reserves Adjustment	($41,988)	($44,614)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($43,319)**	**($44,614)**
Balance to Levy	**$145,548**	**$149,918**
Total Revenue at Maximum Rate	**$145,552**	**$149,918**
Variance above/(below) Maximum Revenue	($4)	$0
DISTRICT STATISTICS		
Total Parcels	418	418
Total Parcels Levied	418	418
Total EDUs	418.00	418.00
Total EDUs Levied	418.00	418.00
Proposed Levy per EDU	**$348.20**	$358.66
Max Levy per EDU [3]	$348.21	$358.66
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$616,637	$574,649
Reserve Fund Adjustment	($41,988)	($44,614)
Projected Reserve Ending Fund Balance	**$574,649**	**$530,035**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 14		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$26,141	$26,925
Contracted Services - 5200	$23,786	$24,499
Commodities - 5300	$2,237	$2,304
Internal Services - 5400	$21,930	$22,588
Other/Indirect - (5500 - 5900)	$6,343	$6,533
TOTAL EXPENDITURES COST	**$80,436**	**$82,849**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($1,517)	$0
Zone Reserves Adjustment	($8,051)	($9,851)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($9,568)**	**($9,851)**
Balance to Levy	**$70,868**	**$72,998**
Total Revenue at Maximum Rate	**$70,872**	**$72,998**
Variance above/(below) Maximum Revenue	($4)	$0
DISTRICT STATISTICS		
Total Parcels	369	369
Total Parcels Levied	369	369
Total EDUs	371.00	371.00
Total EDUs Levied	371.00	371.00
Proposed Levy per EDU	**$191.02**	$196.75
Max Levy per EDU [3]	$191.03	$196.76
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$59,693	$51,642
Reserve Fund Adjustment	($8,051)	($9,851)
Projected Reserve Ending Fund Balance	**$51,642**	**$41,791**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 15		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$65,798	$67,772
Contracted Services - 5200	$87,469	$90,093
Commodities - 5300	$5,630	$5,798
Internal Services - 5400	$105,461	$108,625
Other/Indirect - (5500 - 5900)	$16,877	$17,383
TOTAL EXPENDITURES COST	**$281,235**	**$289,672**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($8,039)	$0
Zone Reserves Adjustment	($3,728)	($12,105)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($11,767)**	**($12,105)**
Balance to Levy	**$269,468**	**$277,567**
Total Revenue at Maximum Rate	**$269,482**	**$277,567**
Variance above/(below) Maximum Revenue	($14)	$0
DISTRICT STATISTICS		
Total Parcels	1,209	1,209
Total Parcels Levied	1,209	1,209
Total EDUs	1,410.68	1,410.68
Total EDUs Levied	1,410.68	1,410.68
Proposed Levy per EDU	**$191.02**	$196.75
Max Levy per EDU [3]	$191.03	$196.76
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$48,239	$44,511
Reserve Fund Adjustment	($3,728)	($12,105)
Projected Reserve Ending Fund Balance	**$44,511**	**$32,406**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 16		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$25,503	$26,268
Contracted Services - 5200	$84,735	$87,277
Commodities - 5300	$2,182	$2,247
Internal Services - 5400	$23,405	$24,107
Other/Indirect - (5500 - 5900)	$6,089	$6,272
TOTAL EXPENDITURES COST	**$141,915**	**$146,172**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	$0	$0
Zone Reserves Adjustment	($82,698)	($85,176)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($82,698)**	**($85,176)**
Balance to Levy	**$59,216**	**$60,996**
Total Revenue at Maximum Rate	**$59,219**	**$60,996**
Variance above/(below) Maximum Revenue	($3)	$0
DISTRICT STATISTICS		
Total Parcels	310	310
Total Parcels Levied	310	310
Total EDUs	310.00	310.00
Total EDUs Levied	310.00	310.00
Proposed Levy per EDU	**$191.02**	$196.75
Max Levy per EDU [3]	$191.03	$196.76
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$150,166	$67,468
Reserve Fund Adjustment	($82,698)	($85,176)
Projected Reserve Ending Fund Balance	**$67,468**	**($17,708)**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 17		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$269,776	$277,870
Contracted Services - 5200	$171,659	$176,808
Commodities - 5300	$202,547	$208,623
Internal Services - 5400	$91,583	$94,331
Other/Indirect - (5500 - 5900)	$50,122	$51,626
TOTAL EXPENDITURES COST	**$785,687**	**$809,258**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($57,153)	$0
Zone Reserves Adjustment	($388,682)	($459,210)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($445,835)**	**($459,210)**
Balance to Levy	**$339,852**	**$350,048**
Total Revenue at Maximum Rate	**$339,852**	**$350,048**
Variance above/(below) Maximum Revenue	$0	$0
DISTRICT STATISTICS		
Total Parcels	1,129	1,129
Total Parcels Levied	1,129	1,129
Total EDUs	1,542.96	1,542.96
Total EDUs Levied	1,542.96	1,542.96
Proposed Levy per EDU	**$220.26**	$226.87
Max Levy per EDU [3]	$220.26	$226.87
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$1,155,853	$767,171
Reserve Fund Adjustment	($388,682)	($459,210)
Projected Reserve Ending Fund Balance	**$767,171**	**$307,962**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 18		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$82,756	$85,239
Contracted Services - 5200	$130,288	$134,197
Commodities - 5300	$81,364	$83,805
Internal Services - 5400	$24,741	$25,483
Other/Indirect - (5500 - 5900)	$12,324	$12,693
TOTAL EXPENDITURES COST	**$331,473**	**$341,417**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($71,298)	$0
Zone Reserves Adjustment	($127,195)	($204,448)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($198,493)**	**($204,448)**
Balance to Levy	**$132,980**	**$136,969**
Total Revenue at Maximum Rate	**$132,980**	**$136,969**
Variance above/(below) Maximum Revenue	$0	$0
DISTRICT STATISTICS		
Total Parcels	968	968
Total Parcels Levied	968	968
Total EDUs	977.65	977.65
Total EDUs Levied	977.65	977.65
Proposed Levy per EDU	**$136.02**	$140.10
Max Levy per EDU [3]	$136.02	$140.10
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$241,128	$113,933
Reserve Fund Adjustment	($127,195)	($204,448)
Projected Reserve Ending Fund Balance	**$113,933**	**($90,515)**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 19		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$78,632	$80,991
Contracted Services - 5200	$283,847	$292,362
Commodities - 5300	$29,910	$30,807
Internal Services - 5400	$43,908	$45,225
Other/Indirect - (5500-5900)	$14,222	$14,649
TOTAL EXPENDITURES COST	**$450,518**	**$464,033**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($4,753)	$0
Zone Reserves Adjustment	($260,360)	($273,066)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($265,113)**	**($273,066)**
Balance to Levy	**$185,405**	**$190,967**
Total Revenue at Maximum Rate	**$185,405**	**$190,967**
Variance above/(below) Maximum Revenue	$0	$0
DISTRICT STATISTICS		
Total Parcels	504	504
Total Parcels Levied	504	504
Total EDUs	742.51	742.51
Total EDUs Levied	742.51	742.51
Proposed Levy per EDU	**$249.70**	$257.20
Max Levy per EDU [3]	$249.70	$257.19
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$754,292	$493,932
Reserve Fund Adjustment	($260,360)	($273,066)
Projected Reserve Ending Fund Balance	**$493,932**	**$220,866**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 20		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$10,966	$11,295
Contracted Services - 5200	$10,706	$11,028
Commodities - 5300	$938	$966
Internal Services - 5400	$9,803	$10,097
Other/Indirect - (5500 - 5900)	$2,726	$2,807
TOTAL EXPENDITURES COST	**$35,140**	**$36,194**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($1,841)	$0
Zone Reserves Adjustment	$2,901	$0
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$1,060**	**$0**
Balance to Levy	**$36,200**	**$37,286**
Total Revenue at Maximum Rate	**$45,196**	**$46,552**
Variance above/(below) Maximum Revenue	($8,996)	($9,266)
DISTRICT STATISTICS		
Total Parcels	181	181
Total Parcels Levied	181	181
Total EDUs	181.00	181.00
Total EDUs Levied	181.00	181.00
Proposed Levy per EDU	**$200.00**	$206.00
Max Levy per EDU [3]	$249.70	$257.19
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$161,220	$164,121
Reserve Fund Adjustment	$2,901	$0
Projected Reserve Ending Fund Balance	**$164,121**	**$164,121**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 21		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$12,752	$13,134
Contracted Services - 5200	$16,247	$16,735
Commodities - 5300	$1,091	$1,124
Internal Services - 5400	$25,557	$26,324
Other/Indirect - (5500 - 5900)	$3,490	$3,594
TOTAL EXPENDITURES COST	**$59,137**	**$60,911**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($1,741)	$0
Zone Reserves Adjustment	$16,720	$15,432
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$14,979**	**$15,432**
Balance to Levy	**$74,116**	**$76,343**
Total Revenue at Maximum Rate	**$74,120**	**$76,343**
Variance above/(below) Maximum Revenue	($4)	$0
DISTRICT STATISTICS		
Total Parcels	388	388
Total Parcels Levied	388	388
Total EDUs	388.00	388.00
Total EDUs Levied	388.00	388.00
Proposed Levy per EDU	**$191.02**	$196.75
Max Levy per EDU [3]	$191.03	$196.76
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$64,666	$81,386
Reserve Fund Adjustment	$16,720	$15,432
Projected Reserve Ending Fund Balance	**$81,386**	**$96,818**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 22		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$12,752	$13,134
Contracted Services - 5200	$13,636	$14,045
Commodities - 5300	$1,091	$1,124
Internal Services - 5400	$2,989	$3,079
Other/Indirect - (5500 - 5900)	$3,157	$3,252
TOTAL EXPENDITURES COST	**$33,625**	**$34,634**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($1,664)	$0
Zone Reserves Adjustment	$8,917	$7,473
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$7,253**	**$7,473**
Balance to Levy	**$40,878**	**$42,107**
Total Revenue at Maximum Rate	**$40,880**	**$42,107**
Variance above/(below) Maximum Revenue	($2)	$0
DISTRICT STATISTICS		
Total Parcels	214	214
Total Parcels Levied	214	214
Total EDUs	214.00	214.00
Total EDUs Levied	214.00	214.00
Proposed Levy per EDU	**$191.02**	$196.76
Max Levy per EDU [3]	$191.03	$196.76
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$70,854	$79,771
Reserve Fund Adjustment	$8,917	$7,473
Projected Reserve Ending Fund Balance	**$79,771**	**$87,245**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 23		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$12,752	$13,134
Contracted Services - 5200	$19,795	$20,389
Commodities - 5300	$1,091	$1,124
Internal Services - 5400	$8,281	$8,530
Other/Indirect - (5500 - 5900)	$3,442	$3,545
TOTAL EXPENDITURES COST	**$45,361**	**$46,722**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($7,566)	$0
Zone Reserves Adjustment	$31,545	$24,702
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$23,979**	**$24,702**
Balance to Levy	**$69,340**	**$71,424**
Total Revenue at Maximum Rate	**$69,344**	**$71,424**
Variance above/(below) Maximum Revenue	($4)	$0
DISTRICT STATISTICS		
Total Parcels	363	363
Total Parcels Levied	363	363
Total EDUs	363.00	363.00
Total EDUs Levied	363.00	363.00
Proposed Levy per EDU	**$191.02**	$196.75
Max Levy per EDU [3]	$191.03	$196.76
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$212,384	$243,929
Reserve Fund Adjustment	$31,545	$24,702
Projected Reserve Ending Fund Balance	**$243,929**	**$268,632**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 24		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$76,258	$78,546
Contracted Services - 5200	$52,059	$53,620
Commodities - 5300	$6,455	$6,649
Internal Services - 5400	$31,638	$32,587
Other/Indirect - (5500 - 5900)	$14,888	$15,335
TOTAL EXPENDITURES COST	**$181,298**	**$186,737**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	$0	$0
Zone Reserves Adjustment	($66,698)	($68,693)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($66,698)**	**($68,693)**
Balance to Levy	**$114,600**	**$118,044**
Total Revenue at Maximum Rate	**$114,600**	**$118,038**
Variance above/(below) Maximum Revenue	$0	$6
DISTRICT STATISTICS		
Total Parcels	600	600
Total Parcels Levied	600	600
Total EDUs	600.00	600.00
Total EDUs Levied	600.00	600.00
Proposed Levy per EDU	**$191.00**	$196.74
Max Levy per EDU [3]	$191.00	$196.73
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$324,538	$257,840
Reserve Fund Adjustment	($66,698)	($68,693)
Projected Reserve Ending Fund Balance	**$257,840**	**$189,148**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 25		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$0	$0
Contracted Services - 5200	$0	$0
Commodities - 5300	$0	$0
Internal Services - 5400	$0	$0
Other/Indirect - (5500 - 5900)	$0	$0
TOTAL EXPENDITURES COST	**$0**	**$0**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	$0	$0
Zone Reserves Adjustment	$0	$0
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$0**	**$0**
Balance to Levy	**$0**	**$0**
Total Revenue at Maximum Rate	**$0**	**$0**
Variance above/(below) Maximum Revenue	$0	$0
DISTRICT STATISTICS		
Total Parcels	438	438
Total Parcels Levied	0	0
Total EDUs	438.00	438.00
Total EDUs Levied	0.00	0.00
Proposed Levy per EDU	**$0.00**	$0.00
Max Levy per EDU [3]	$0.00	$0.00
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	($33)	($33)
Reserve Fund Adjustment	$0	$0
Projected Reserve Ending Fund Balance	**($33)**	**($33)**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 26		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$66,181	$68,166
Contracted Services - 5200	$149,676	$154,166
Commodities - 5300	$5,662	$5,832
Internal Services - 5400	$72,651	$74,831
Other/Indirect - (5500 - 5900)	$17,042	$17,554
TOTAL EXPENDITURES COST	**$311,212**	**$320,549**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($15,847)	$0
Zone Reserves Adjustment	($15,176)	($31,942)
General Fund - 101	$0	$0
Storm Drain Fund - 101	($2,390)	($2,462)
TOTAL ADJUSTMENTS	**($33,413)**	**($34,404)**
Balance to Levy	**$277,799**	**$286,145**
Total Revenue at Maximum Rate	**$277,811**	**$286,145**
Variance above/(below) Maximum Revenue	($11)	$0
DISTRICT STATISTICS		
Total Parcels	1,130	1,130
Total Parcels Levied	1,130	1,130
Total EDUs	1,130.00	1,130.00
Total EDUs Levied	1,130.00	1,130.00
Proposed Levy per EDU	**$245.84**	$253.23
Max Levy per EDU [3]	$245.85	$253.23
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$337,003	$321,827
Reserve Fund Adjustment	($15,176)	($31,942)
Projected Reserve Ending Fund Balance	**$321,827**	**$289,885**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 27		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$638	$657
Contracted Services - 5200	$6,054	$6,235
Commodities - 5300	$55	$56
Internal Services - 5400	$3,283	$3,382
Other/Indirect - (5500 - 5900)	$302	$311
TOTAL EXPENDITURES COST	**$10,331**	**$10,641**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	$0	$0
Zone Reserves Adjustment	$6,134	$6,318
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$6,134**	**$6,318**
Balance to Levy	**$16,465**	**$16,959**
Total Revenue at Maximum Rate	**$104,845**	**$107,990**
Variance above/(below) Maximum Revenue	($88,380)	($91,031)
DISTRICT STATISTICS		
Total Parcels	116	116
Total Parcels Levied	116	116
Total EDUs	548.84	548.84
Total EDUs Levied	548.84	548.84
Proposed Levy per EDU	**$30.00**	$30.90
Max Levy per EDU [3]	$191.03	$196.76
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$89,058	$95,192
Reserve Fund Adjustment	$6,134	$6,318
Projected Reserve Ending Fund Balance	**$95,192**	**$101,510**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 28		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$73,197	$75,393
Contracted Services - 5200	$48,047	$49,488
Commodities - 5300	$6,693	$6,894
Internal Services - 5400	$17,786	$18,320
Other/Indirect - (5500 - 5900)	$14,133	$14,557
TOTAL EXPENDITURES COST	**$159,856**	**$164,652**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	$0	$0
Zone Reserves Adjustment	($54,795)	($56,434)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($54,795)**	**($56,434)**
Balance to Levy	**$105,061**	**$108,218**
Total Revenue at Maximum Rate	**$105,067**	**$108,218**
Variance above/(below) Maximum Revenue	($6)	$0
DISTRICT STATISTICS		
Total Parcels	550	550
Total Parcels Levied	550	550
Total EDUs	550.00	550.00
Total EDUs Levied	550.00	550.00
Proposed Levy per EDU	**$191.02**	$196.75
Max Levy per EDU [3]	$191.03	$196.76
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$485,421	$430,626
Reserve Fund Adjustment	($54,795)	($56,434)
Projected Reserve Ending Fund Balance	**$430,626**	**$374,192**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 29		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$12,752	$13,134
Contracted Services - 5200	$32,238	$33,205
Commodities - 5300	$1,091	$1,124
Internal Services - 5400	$18,790	$19,354
Other/Indirect - (5500 - 5900)	$3,646	$3,756
TOTAL EXPENDITURES COST	**$68,517**	**$70,573**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($30,369)	$0
Zone Reserves Adjustment	$51,638	$21,912
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$21,269**	**$21,912**
Balance to Levy	**$89,786**	**$92,485**
Total Revenue at Maximum Rate	**$89,791**	**$92,485**
Variance above/(below) Maximum Revenue	($5)	$0
DISTRICT STATISTICS		
Total Parcels	496	496
Total Parcels Levied	496	496
Total EDUs	496.00	496.00
Total EDUs Levied	496.00	496.00
Proposed Levy per EDU	**$181.02**	$186.45
Max Levy per EDU [3]	$181.03	$186.46
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	($33,880)	$17,758
Reserve Fund Adjustment	$51,638	$21,912
Projected Reserve Ending Fund Balance	**$17,758**	**$39,670**

City of Tracy
Consolidated Landscape Maintenance District
Proposed Budget for Fiscal Year 2025-26

Zone 30

	Proposed Budget FY 2025-26	Forecasted Budget FY 2026-27
EXPENDITURES COSTS [1]		
Personnel - 5100	$13,517	$13,922
Contracted Services - 5200	$22,241	$22,908
Commodities - 5300	$1,156	$1,191
Internal Services - 5400	$17,714	$18,245
Other/Indirect - (5500 - 5900)	$3,536	$3,642
TOTAL EXPENDITURES COST	**$58,164**	**$59,909**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($6,526)	$0
Zone Reserves Adjustment	$10,592	$4,190
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$4,066**	**$4,190**
Balance to Levy	**$62,230**	**$64,099**
Total Revenue at Maximum Rate	**$62,232**	**$64,099**
Variance above/(below) Maximum Revenue	($2)	$0
DISTRICT STATISTICS		
Total Parcels	166	166
Total Parcels Levied	166	166
Total EDUs	166.00	166.00
Total EDUs Levied	166.00	166.00
Proposed Levy per EDU	**$374.88**	$386.14
Max Levy per EDU [3]	$374.89	$386.14
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$256,637	$267,229
Reserve Fund Adjustment	$10,592	$4,190
Projected Reserve Ending Fund Balance	**$267,229**	**$271,419**

City of Tracy
Consolidated Landscape Maintenance District
Proposed Budget for Fiscal Year 2025-26

Zone 31

	Proposed Budget FY 2025-26	Forecasted Budget FY 2026-27
EXPENDITURES COSTS [1]		
Personnel - 5100	$0	$0
Contracted Services - 5200	$0	$0
Commodities - 5300	$0	$0
Internal Services - 5400	$0	$0
Other/Indirect - (5500 - 5900)	$0	$0
TOTAL EXPENDITURES COST	**$0**	**$0**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	$0	$0
Zone Reserves Adjustment	$0	$0
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$0**	**$0**
Balance to Levy	**$0**	**$0**
Total Revenue at Maximum Rate	**$7,027**	**$7,238**
Variance above/(below) Maximum Revenue	($7,027)	($7,238)
DISTRICT STATISTICS		
Total Parcels	1	1
Total Parcels Levied	0	0
Total EDUs	27.75	27.75
Total EDUs Levied	0.00	0.00
Proposed Levy per EDU	**$0.00**	$0.00
Max Levy per EDU [3]	$253.24	$260.84
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$582	$582
Reserve Fund Adjustment	$0	$0
Projected Reserve Ending Fund Balance	**$582**	**$582**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 32		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$0	$0
Contracted Services - 5200	$0	$0
Commodities - 5300	$0	$0
Internal Services - 5400	$0	$0
Other/Indirect - (5500 - 5900)	$0	$0
TOTAL EXPENDITURES COST	**$0**	**$0**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	$0	$0
Zone Reserves Adjustment	$0	$0
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$0**	**$0**
Balance to Levy	**$0**	**$0**
Total Revenue at Maximum Rate	**$46,182**	**$47,567**
Variance above/(below) Maximum Revenue	($46,182)	($47,567)
DISTRICT STATISTICS		
Total Parcels	2	2
Total Parcels Levied	0	0
Total EDUs	222.68	222.68
Total EDUs Levied	0.00	0.00
Proposed Levy per EDU	**$0.00**	$0.00
Max Levy per EDU [3]	$207.39	$213.61
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$0	$0
Reserve Fund Adjustment	$0	$0
Projected Reserve Ending Fund Balance	**$0**	**$0**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 33		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$89,009	$91,680
Contracted Services - 5200	$13,411	$13,813
Commodities - 5300	$7,046	$7,257
Internal Services - 5400	$20,516	$21,132
Other/Indirect - (5500 - 5900)	$18,036	$18,577
TOTAL EXPENDITURES COST	**$148,019**	**$152,459**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($3,172)	$0
Zone Reserves Adjustment	$9,724	$6,749
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$6,552**	**$6,749**
Balance to Levy	**$154,571**	**$159,208**
Total Revenue at Maximum Rate	**$778,882**	**$802,248**
Variance above/(below) Maximum Revenue	($624,311)	($643,041)
DISTRICT STATISTICS		
Total Parcels	44	44
Total Parcels Levied	37	37
Total EDUs	3,091.42	3,091.42
Total EDUs Levied	3,091.42	3,091.42
Proposed Levy per EDU	**$50.00**	$51.50
Max Levy per EDU [3]	$251.95	$259.51
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$731,481	$741,205
Reserve Fund Adjustment	$9,724	$6,749
Projected Reserve Ending Fund Balance	**$741,205**	**$747,954**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 34		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$6,376	$6,567
Contracted Services - 5200	$8,516	$8,771
Commodities - 5300	$546	$562
Internal Services - 5400	$2,448	$2,522
Other/Indirect - (5500 - 5900)	$1,616	$1,665
TOTAL EXPENDITURES COST	**$19,501**	**$20,086**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($13,031)	$0
Zone Reserves Adjustment	$17,712	$4,822
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$4,681**	**$4,822**
Balance to Levy	**$24,182**	**$24,908**
Total Revenue at Maximum Rate	**$24,183**	**$24,908**
Variance above/(below) Maximum Revenue	($1)	$0
DISTRICT STATISTICS		
Total Parcels	9	9
Total Parcels Levied	9	9
Total EDUs	84.10	84.10
Total EDUs Levied	84.10	84.10
Proposed Levy per EDU	**$287.54**	$296.17
Max Levy per EDU [3]	$287.55	$296.18
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$12,106	$29,818
Reserve Fund Adjustment	$17,712	$4,822
Projected Reserve Ending Fund Balance	**$29,818**	**$34,640**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 35		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$38,255	$39,402
Contracted Services - 5200	$22,676	$23,356
Commodities - 5300	$3,273	$3,371
Internal Services - 5400	$23,598	$24,306
Other/Indirect - (5500 - 5900)	$9,153	$9,427
TOTAL EXPENDITURES COST	**$96,954**	**$99,863**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($3,771)	$0
Zone Reserves Adjustment	($2,452)	($6,407)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($6,223)**	**($6,407)**
Balance to Levy	**$90,731**	**$93,456**
Total Revenue at Maximum Rate	**$90,734**	**$93,456**
Variance above/(below) Maximum Revenue	($3)	$0
DISTRICT STATISTICS		
Total Parcels	190	190
Total Parcels Levied	190	190
Total EDUs	313.08	313.08
Total EDUs Levied	313.08	313.08
Proposed Levy per EDU	**$289.80**	$298.48
Max Levy per EDU [3]	$289.81	$298.50
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$93,692	$91,240
Reserve Fund Adjustment	($2,452)	($6,407)
Projected Reserve Ending Fund Balance	**$91,240**	**$84,833**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 36		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$0	$0
Contracted Services - 5200	$0	$0
Commodities - 5300	$0	$0
Internal Services - 5400	$37	$39
Other/Indirect - (5500 - 5900)	$0	$0
TOTAL EXPENDITURES COST	**$37**	**$39**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	$0	$0
Zone Reserves Adjustment	($37)	$0
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($37)**	**$0**
Balance to Levy	**$0**	**$39**
Total Revenue at Maximum Rate	**$7,821**	**$8,056**
Variance above/(below) Maximum Revenue	($7,821)	($8,017)
DISTRICT STATISTICS		
Total Parcels	1	1
Total Parcels Levied	0	0
Total EDUs	72.00	72.00
Total EDUs Levied	0.00	0.00
Proposed Levy per EDU	**$0.00**	$0.00
Max Levy per EDU [3]	$108.63	$111.89
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$2,212	$2,175
Reserve Fund Adjustment	($37)	$0
Projected Reserve Ending Fund Balance	**$2,175**	**$2,175**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 37		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$0	$0
Contracted Services - 5200	$0	$0
Commodities - 5300	$0	$0
Internal Services - 5400	$0	$0
Other/Indirect - (5500 - 5900)	$0	$0
TOTAL EXPENDITURES COST	**$0**	**$0**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	$0	$0
Zone Reserves Adjustment	$0	$0
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$0**	**$0**
Balance to Levy	**$0**	**$0**
Total Revenue at Maximum Rate	**$8,256**	**$8,504**
Variance above/(below) Maximum Revenue	($8,256)	($8,504)
DISTRICT STATISTICS		
Total Parcels	10	10
Total Parcels Levied	0	0
Total EDUs	76.00	76.00
Total EDUs Levied	0.00	0.00
Proposed Levy per EDU	**$0.00**	$0.00
Max Levy per EDU [3]	$108.63	$111.89
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$5,055	$5,055
Reserve Fund Adjustment	$0	$0
Projected Reserve Ending Fund Balance	**$5,055**	**$5,055**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 40		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$128	$131
Contracted Services - 5200	$2,171	$2,236
Commodities - 5300	$11	$11
Internal Services - 5400	$22	$23
Other/Indirect - (5500 - 5900)	$77	$80
TOTAL EXPENDITURES COST	**$2,409**	**$2,481**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($13,404)	$0
Zone Reserves Adjustment	$15,986	$2,660
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$2,582**	**$2,660**
Balance to Levy	**$4,991**	**$5,141**
Total Revenue at Maximum Rate	**$4,991**	**$5,141**
Variance above/(below) Maximum Revenue	$0	$0
DISTRICT STATISTICS		
Total Parcels	1	1
Total Parcels Levied	1	1
Total EDUs	9.00	9.00
Total EDUs Levied	9.00	9.00
Proposed Levy per EDU	**$554.54**	$571.18
Max Levy per EDU [3]	$554.54	$571.18
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	($27,030)	($11,044)
Reserve Fund Adjustment	$15,986	$2,660
Projected Reserve Ending Fund Balance	**($11,044)**	**($8,384)**

City of Tracy
Consolidated Landscape Maintenance District
Proposed Budget for Fiscal Year 2025-26

Zone 41

	Proposed Budget FY 2025-26	Forecasted Budget FY 2026-27
EXPENDITURES COSTS [1]		
Personnel - 5100	$128	$131
Contracted Services - 5200	$1,191	$1,227
Commodities - 5300	$11	$11
Internal Services - 5400	$22	$23
Other/Indirect - (5500 - 5900)	$47	$49
TOTAL EXPENDITURES COST	**$1,399**	**$1,441**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($1,009)	$0
Zone Reserves Adjustment	$1,594	$603
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$585**	**$603**
Balance to Levy	**$1,984**	**$2,044**
Total Revenue at Maximum Rate	**$1,984**	**$2,044**
Variance above/(below) Maximum Revenue	$0	$0
DISTRICT STATISTICS		
Total Parcels	1	1
Total Parcels Levied	1	1
Total EDUs	4.15	4.15
Total EDUs Levied	4.15	4.15
Proposed Levy per EDU	**$478.12**	$492.47
Max Levy per EDU [3]	$478.12	$492.46
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$9,170	$10,764
Reserve Fund Adjustment	$1,594	$603
Projected Reserve Ending Fund Balance	**$10,764**	**$11,368**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 42		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$10,075	$10,378
Contracted Services - 5200	$4,393	$4,525
Commodities - 5300	$827	$852
Internal Services - 5400	$2,493	$2,568
Other/Indirect - (5500 - 5900)	$1,023	$1,054
TOTAL EXPENDITURES COST	**$18,812**	**$19,376**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	($1,945)	$0
Zone Reserves Adjustment	$2,978	$1,064
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**$1,033**	**$1,064**
Balance to Levy	**$19,845**	**$20,440**
Total Revenue at Maximum Rate	**$32,211**	**$33,177**
Variance above/(below) Maximum Revenue	($12,366)	($12,737)
DISTRICT STATISTICS		
Total Parcels	2	2
Total Parcels Levied	2	2
Total EDUs	441.00	441.00
Total EDUs Levied	441.00	441.00
Proposed Levy per EDU	**$45.00**	$46.35
Max Levy per EDU [3]	$73.04	$75.23
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$84,018	$86,996
Reserve Fund Adjustment	$2,978	$1,064
Projected Reserve Ending Fund Balance	**$86,996**	**$88,061**

City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2025-26		
Zone 43		
	Proposed Budget FY 2025-26	**Forecasted Budget FY 2026-27**
EXPENDITURES COSTS [1]		
Personnel - 5100	$6,300	$6,489
Contracted Services - 5200	$8,477	$8,731
Commodities - 5300	$718	$740
Internal Services - 5400	$438	$451
Other/Indirect - (5500 - 5900)	$681	$701
TOTAL EXPENDITURES COST	**$16,615**	**$17,113**
LEVY ADJUSTMENTS [2]		
GF - Capital Improvement Projects	$0	$0
Zone Reserves Adjustment	($3,490)	($3,594)
General Fund - 101	$0	$0
Storm Drain Fund - 101	$0	$0
TOTAL ADJUSTMENTS	**($3,490)**	**($3,594)**
Balance to Levy	**$13,125**	**$13,519**
Total Revenue at Maximum Rate	**$25,537**	**$26,303**
Variance above/(below) Maximum Revenue	($12,412)	($12,784)
DISTRICT STATISTICS		
Total Parcels	105	105
Total Parcels Levied	105	105
Total EDUs	105.00	105.00
Total EDUs Levied	105.00	105.00
Proposed Levy per EDU	**$125.00**	$128.75
Max Levy per EDU [3]	$243.21	$250.51
FUND BALANCE INFORMATION		
Reserve Fund		
Beginning Fund Balance Fiscal Year 2024/25	$52,247	$48,757
Reserve Fund Adjustment	($3,490)	($3,594)
Projected Reserve Ending Fund Balance	**$48,757**	**$45,163**

PART III – QUANTIFICATION OF BENEFIT

The Act allows cities to establish benefit zones for the purpose of providing certain public improvements which provide a special benefit to the parcels. This includes the construction, maintenance, and servicing of street lights, traffic signals, and landscaping facilities. Section 22573 of the Act requires that maintenance assessments be levied according to benefit rather than according to the assessed value of property. This section states:

> ***The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.***
>
> — Streets and Highways Code Section 22573

Section 22574 of the Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements."

In addition, Proposition 218, the "Right to Vote on Taxes Act," which was approved on the November 1996 Statewide ballot and added Article XIIID to the California Constitution, requires that a parcel's assessment not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Proposition 218 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. In addition, Proposition 218 also requires that publicly owned property which benefits from the improvements be assessed, unless there is clear and definite evidence that those properties receive no special benefit. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways.

Special Benefit

The improvements and associated costs have been allocated to the assessable properties within the District based upon the special benefit received by those properties. The improvements for which the properties are assessed have been identified as necessary, were installed and are being maintained as part of the development plans. As such, the costs to maintain and service the improvements are strictly the obligation of the properties within the District.

General Benefit

Although the improvements may be visible to passersby or to the public at large, the improvements were installed as a requirement of the development of the zones and are designed for the benefit of properties within the zones. It has been determined however, due to limited access by properties or individuals outside the District, the City will contribute an amount to account for the incidental general benefits conferred to those outside properties or individuals, specifically the general benefit provided by median landscaping along arterial streets within the District. This contribution is shown on the Budget Tables under "GF – Capital Improvement Projects".

PART IV – METHOD OF ASSESSMENT

General

The Method of Assessment outlines the formula by which property that receives special benefit from the improvements and services provided will be assessed annually. The Method of Assessment for the District follows:

Each parcel within the District is deemed to receive special benefit from the landscaping improvements. Each parcel that has a special benefit conferred upon it as a result of the maintenance and operation of the improvements is identified and the proportionate special benefit derived by each identified parcel is determined in relationship to the entirety of the costs of the maintenance, operation, and servicing of the improvements.

Each parcel is assigned a weighting factor known as an Equivalent Dwelling Unit (EDU) to identify the parcel's proportionate special benefit from the improvements. Each parcel's EDU is calculated based on the parcel's land use, development status and/or size as compared to other parcels that are associated with the improvements. All single-family residential properties are assigned an EDU of 1.00, and all other property types are assigned an EDU proportionate to the special benefits they receive as compared to a single-family residential property. The total EDU's in a Zone are divided into the total amount to be assessed (Balance to Levy) to establish the Levy per EDU (Assessment Rate). The Assessment Rate is then multiplied by the parcel's individual EDU to establish the parcel's levy amount.

The following formulas are used to calculate each property's assessment:

Total Balance to Levy ÷ Total EDUs = Levy (Assessment Rate) per EDU

Levy per EDU x Parcel EDU = Parcel Levy Amount

The formula used for each Zone reflects the composition of the parcels and properties, and the services provided, to accurately proportion the costs based on estimated special benefit to each parcel. The total Levy per EDU will vary between Zones due to the different costs to maintain the improvements within each Zone and the number of EDU within the Zone.

Land Use Classifications

Every parcel within the District is assigned a land use classification based on available parcel information obtained from the County Assessor's Office and City records. To assess benefits equitably, it is necessary to relate the different type of parcel improvements to each other. The Equivalent Dwelling Unit method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Dwelling Unit (EDU). Every other land use is converted to EDU's based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

The EDU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

Single-Family Residential Subdivided Lot. This land use is defined as a fully subdivided residential home site with or without a structure. This land use is assessed 1.00 EDU per lot or parcel. This is the base value that all other land use types are compared and weighted against.

Planned-Residential Subdivision. This land use is defined as any property not fully subdivided, but has a specific number of proposed residential lots to be developed on the parcel (approved tract map). This land use type is assessed at 1.00 EDU per planned (proposed) residential lot.

Vacant, Undeveloped Private Property. This land use is defined as vacant property (undeveloped) that is not a fully subdivided residential lot or planned residential subdivision. This land use is assessed at 4.00 EDU per acre. Parcels less than 0.25 acres are assigned a minimum of 1.00 EDU.

In Zones 10, 11, 36 and 37 this land use is assessed at 5.00 EDU per acre. Parcels less than 0.20 acres are assigned a minimum of 1.00 EDU.

Developed Non-Residential. This land use is defined as property developed for non-residential use, including, but not limited to, commercial and industrial properties, offices, churches and not-for-profit institutions and private schools. This land use type is assessed at 5.00 EDU per gross acre. Parcels less than 0.20 acres are assigned a minimum of 1.00 EDU.

Developed Multiple Residential Units. This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property. This land use is assessed 1.00 EDU per unit for properties that the number of units can be identified. For properties that the number of units cannot be identified the property is assessed as Developed Commercial/Industrial property at 5.00 EDU per gross acre, but a minimum of 1.00 EDU.

Undeveloped, Public Property. This land use identifies properties that are exempt and are assigned 0.00 EDU. This land use classification may include, but is not limited to lots or parcels identified as:

- Public streets and other roadways (typically not assigned an APN by the County);
- Dedicated public easements such as utility rights-of-way, detention basins, channel ways, greenbelts, parkways, parks and open space areas;
- Privately owned property that cannot be developed or is associated with another property such as common areas, sliver parcels and bifurcated lots or properties that have little or no land value;

These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment. Government-owned properties commonly identified as non-taxable properties by the County Assessor's Office are not exempt from District assessments unless:

- The property has restricted development or limited land use potential and the improvements clearly provide no benefit to the property; or
- The property provides additional or substantially similar improvements being provided by the District (such is the case with parks, open space areas and common areas).

Developed Public Property. This land use is defined as developed property owned by a public agency such as the City or by utility companies. This land use type is assessed at 0.30 EDU per gross acre.

Developed Regional Commercial. This land use is defined as property that has been designated for regional commercial development (i.e. Shopping mall). This land use type is assessed at 0.36 EDU per gross acre.

Restricted/Special Land Use. This land use classification identifies properties that benefit from the improvements, but cannot be fairly categorized by one of the other land use designations. This land use classification may include, but is not limited to:

- Developed Commercial/Industrial properties that only a small portion of the parcel has been developed;
- Properties identified as planned residential subdivisions, but currently have development restrictions; or
- Vacant properties with development limitations or development plans that identify large portions of the property as open space areas, parklands or similar exempt land uses.

The following table shows the EDU factors assigned to each property type in the District:

Property Type	Factor	Basis
Single Family Residential – Subdivided Lot	1.00	Parcel
Planned Residential Subdivision	1.00	Planned Lot
Vacant, Undeveloped Private Property [(1)]	4.00	Acre
Vacant, Undeveloped Private Property (Zones 10, 11, 36 & 37)[(1)]	5.00	Acre
Developed, Non-Residential Property	5.00	Acre
Developed, Multi-Family Residential	1.00	Unit
Undeveloped, Public Property [(2)]	0.00	Acre
Developed, Public Property [(3)]	0.30	Acre
Developed, Regional Commercial [(4)]	0.36	Acre

Notes

1. The Undeveloped Private property factor for Zones, 10, 11, 36 and 37 (5.00 EDU/Acre) reflects the more intense use of property within these Zones when the properties are developed as compared to property development in other Zones of the District, which are assigned a weighting factor of 4.00 EDU/Acre. It is important to note that the factors shown above are used to apportion the assessment within each specific Zone, not across the entire District and therefore this distinction is an appropriate reflection of these parcels' benefit compared to other property types within the respective Zones.
2. It has been determined that undeveloped public properties generally do not benefit from the improvements and services provided by the District and are not assessed. These types of properties generally include easements, detention basins, parks or properties that have little or no development potential and therefore receive no special benefits from the District improvements.
3. Developed Public properties typically receive comparatively less benefit from the improvements and services provided by the District, since the use and enhancement of these properties has little direct benefit from aesthetics of the local environment. The factor shown was originally established based on typical proportionate cost of service and hours of use for this land use type.

4. Regional Commercial properties have been assigned a reduced benefit because of their size and their more distant proximity to the District improvements. Additionally, due to the nature and hours of use, the benefit received by such properties from the improvements and services is substantially less than other developed properties. The factor shown was originally established based on a calculation of the proportionate cost of service, average floor area ratios, and hours of use.

Assessment Range Formula

The annual landscaping assessment shall be calculated for each parcel annually by multiplying each parcel's number of EDU's by the actual assessment rate for the specific fiscal year. The actual annual assessment rate levied in any fiscal year for the District may not exceed the maximum annual assessment rate for such fiscal year without receiving property owner approval for the increase. The actual assessment rate shall be as approved by the City Council, not to exceed the maximum annual assessment rate for such fiscal year, after a noticed public hearing has been conducted, as required by law.

In each year, starting in the first year after the consolidation of the District (2003-04), the maximum annual assessment rate for each Zone shall be increased in an amount equal to the lesser of: (1) three percent (3.0%), or (2) the annual percentage increase of the Local Consumer Price Index ("CPI") for All Urban Consumers, for the San Francisco-Oakland-Hayward Area.

Each fiscal year, the City shall identify the percentage difference between the CPI for June and the CPI for the previous June (or similar time period). This percentage difference shall then establish the range of increased assessments allowed based on CPI. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the City Council for determining fluctuations in the cost of living.

The actual annual assessment rate and actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum annual assessment rate for that fiscal year without property owner approval via a Proposition 218 compliant increase procedure.

The percentage difference for the CPI for the San Francisco-Oakland-Hayward Area June 2023 to June 2024 was 3.24%. The maximum assessment rates allowed for Fiscal Year 2025-26 therefore, have been adjusted by 3.00% over the prior year's maximum assessment rates.

PART V – ASSESSMENT DIAGRAM

The assessment diagrams for each Zone in the District are on file with the City's Office of the City Clerk and available for public inspection.

The lines and dimensions of each lot or parcel within each Zone are those lines and dimensions shown on the maps of the Assessor of the County of San Joaquin for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

An overview map of the District showing the locations of each Zone is included herein as Appendix B.

PART VI – ASSESSMENT ROLL

The assessment set forth for each parcel is shown on the Assessment Roll for the District, submitted separately, as "Assessment Roll for the City of Tracy, Consolidated Landscape Maintenance District, Fiscal Year 2025-26", which exhibit is incorporated by reference herein as Appendix C under separate cover, and is on file in the Office of the City Clerk.

APPENDIX A – IMPROVEMENT AREAS BY ZONE

Zone 1 Sycamore subdivision on east side of Tracy Boulevard

Arterial Street Landscaping

Tracy Boulevard – Southeast corner of Tracy Boulevard and Central Avenue, north to 1688 S. Tracy Boulevard

Zone 2 Fairhaven subdivision on west side of Tracy Boulevard

Arterial Street Landscaping

S. Tracy Boulevard – West side, approximately 1,000 feet south of Valpico to Sycamore Parkway (Fairhaven subdivision)

Rockport Way – Median strip and side strips

Zone 3 Northwest section of Tracy, bordered by I-205 to the north, Byron Road to the south and O'Hare Drive to the east

Arterial Street Landscaping

Grant Line Road – North side from Corral Hollow Road to O'Hare Drive; south side from 1820 W. Grant Line Road, east to Lincoln Road; median island from Lincoln Road, west to Orchard Parkway; south side from Corral Hollow Road, west to Henley Parkway

Corral Hollow Road – West side from Grant Line Road, south to Byron Road; east side from Byron Road to approximately 150 feet north of Alegre; median island from Byron Road, north to Grant Line Road; east side from Grant Line Road, north to beginning of the channel way; median island on Corral Hollow Road, north of Grant Line Road to the Mall entrance

Kavanagh Avenue – South side from Corral Hollow Road, east to Golden Springs Drive

Lowell Avenue – Corral Hollow, west to Regency (both sides), north side from Henley Parkway heading west to the end of the sound wall; south side from Henley Parkway, west to Blandford Lane; median island from Corral Hollow Road, east to Lincoln Boulevard; south side from Corral Hollow Road, east to Promenade Circle; north side between the sound wall and curb, from Bridle Creek to Joe Pombo Parkway

Parkway; south side from east end of subdivision to the end of the soundwall/Joe Pombo Parkway; south side from Joe Pombo Parkway to Blandford Lane; south side from Promenade Circle, east to the end of the sound wall; northside from Henley Parkway, west to the end of the sound wall

Orchard Parkway – East side from Lowell Avenue to Grant Line Road; median island from Hillcrest, north to Joseph Damon Drive; west side from Lowell Avenue, north to approximately 500 feet north of Hillcrest, and from Joseph Damon Drive to Grant Line Road (to be weed free between curb and fence line); west side between curb and fence line, approximately 500 feet south of Joseph Damon Drive

Henley Parkway – East side between sound wall and curb, from Lowell Avenue to Bridle Creek Drive; west side from Lowell Avenue, north to the end of the sound wall (north of Giovanni)

Blandford Lane – East side from Lowell Avenue heading south to the end of the sound wall, including traffic circle at Lowell Avenue and Blandford Lane

Subdivision Landscaping

Arnaudo Village – Entryways at Lincoln Boulevard and Grant Line Road

Blossom Valley – Entryways at Travao Lane and Grant Line Road, including median-island

Foothill Ranch Estates – Entryway at Foothill Ranch Drive and Corral Hollow Road, including median-island

Woodfield Estates – Entryway at Fieldview, including north and south side sound wall and median strip along Fieldview; entryway at Promenade Circle, including west side of sound wall and median island

Sterling Estates – Alegre – north side and median-island

Pheasant Run – Entryways at Corral Hollow Road and Fieldview, including median-island; Annie Court adjacent to Fieldview, including south side of sound wall

Bridle Creek – Entryway at Lowell Avenue and Bridle Creek Circle, including median island on Bridle Creek Circle; entryway at Bridle Creek Circle and Joe Pombo Parkway

Entryways at Lowell Avenue and Oxford Way, including median-island on Oxford Way; entryway at Hampshire Lane, including median strip

Laurelbrook – Entryway at Laurelbrook Drive and Southbrook Lane, including median strip

Foothill Vista – Entryway at Hillcrest Drive between Orchard Parkway and Isabel Virginia

Countryside – Giovanni Lane, both sides, including median-island, from Henley Parkway, west to Rochester Street

Park Maintenance

Arnaudo Village – Slater Park on Suellen Drive

Buena Vista Estates – Kelly Park on Tammi Court

Foothill Ranch Estates – New Harmon Park on Hillcrest Drive

Laurelbrook – Dr. Ralph Allen Park at Veranda Court and Dorset Lane

Sterling Estates – Pombo Family Park on Joseph Damon Drive and Mary Alice Court

Park Atherton – Eagan Park on Oxford Lane and Lowell Avenue; Thrasher Park on Lowell Avenue and Joseph Menusa Lane; McCray Park on Fieldview Drive and Vivian Lane

Weed Abatement

Corral Hollow – Byron Road, north to Grant Line Road

Grant Line – North side from Corral Hollow Road heading west 500 feet from curb to 10 feet behind curb

Orchard Parkway – East side from Lowell Avenue to Hillcrest Drive curb to sidewalk; Orchard Parkway median island from Lowell Avenue to Grant Line Road

Pombo Parkway – East side from existing landscape, north to the end of the sound wall

Zone 4 **Located in front of the Summergate Apartments on Grant Line Road**

Weed Abatement

Grant Line Road – In front of apartment complex

Zone 5 **Located south of East Grant Line Road and east of Esther Drive.** No maintenance activity currently being performed

Zone 6 **Located on the southwest corner of Clover Drive and North Tracy Boulevard.** No maintenance activity currently being performed

Zone 7 **Located within the boundaries of 11th Street to the south, Corral Hollow Road, the SPRR tracks to the south and Hickory Avenue on the east**

Arterial Street Landscaping

Lauriana Lane – West side of Cypress Drive, south to Schulte Drive

Cypress Drive – North side from approximately 100 feet west of Hickory Avenue, west to Lauriana Lane; south side and median island from Lauriana Lane to Corral Hollow Road

Corral Hollow Road – East side approximately 300 feet north of Tennis Lane, south to the railroad tracks; east side, south from 11th Street to Cypress Drive (Safeway frontage only to include from face of curb to face of sidewalk); median strip from 11th Street, south to railroad tracks, south of Schulte Road; west side from Krohn Road, south to Cypress curb, to bike path

Schulte Road – From Corral Hollow Road heading east. The south side ends 1,000 feet before the railroad tracks. The north side ends at the railroad tracks and includes the median island

Subdivision Landscaping

Fox Hollow – Entryways at Tennis Lane and Lauriana Lane; entryways at Cypress Drive and Fox Hollow; entryways at Cypress Drive and Hunter's Trail; entryways at Tennis Lane and Corral Hollow Road, including median strip and two cul-de-sacs at Pheasant Run Court and Thomas Dehaven Court

Harvest Country West – Entryways at Raywood Lane, including median strip

Quail Meadows – Entryway at Golden Leaf Lane, including median strip; entryway at Quail Meadows, including median strip

Candlewood Estates – Entryway at Alden Glen Drive and Cypress Drive, including median strip

Corral Hollow Estates – Entryway at Lauriana Lane, both side, including median strip from Schulte Road, south approximately 92 feet

Park Maintenance

Fox Hollow – Kit Fox Park at Foxwood Court and Fox Hollow Way; Rippin Park at Tennis Lane and Firefly

Harvest Country West – Harvest Park at Birchwood Court and Fireside Lane

Candlewood Estates – Patzer Park at Alden Glen Drive and Meadowlark

Quail Meadows – Bailor-Hennan Park on Golden Leaf Lane

Weed Abatement

11th Street – Church frontage west of Alden Glen Drive, from face of curb to chain link fence

Schulte Road – from railroad tracks east of Lauriana Lane, heading west 1,000 feet to start of landscaping, 10 feet from the curb

Zone 8 **Located within the boundaries of Corral Hollow Road on the west and 11th Street on the south**

Arterial Street Landscaping

Belconte Drive – From 11th Street to Byron Road, east and west sides, including median-island

Redington Drive – Median-island, east and west of Belconte Drive

Byron Road – From Corral Hollow Road, west approximately 2,280 feet to the end of the subdivision sound wall

Corral Hollow Road – West side from Byron Road to 11th Street

Park Maintenance

Fabian – Fabian Park on Redington Drive

Zone 9 **Located west of Tracy Boulevard from the UPRR spur line to Corral Hollow Road on the west, and to the south, Edgewood and Brookview West subdivisions**

Arterial Street Landscaping

Tracy Boulevard – Circle B Ranch – west side from 245 feet north of Mt. Diablo Avenue, heading south past Schulte Road, approximately 650 feet to the end of the shopping center

Heritage subdivision – West side starting from approximately 200 feet north of Menay Drive, heading south to West Central Avenue

West side from Central Avenue heading south approximately 970 feet south of Valpico Road, next to the baseball field

West side from Sycamore Parkway heading south approximately 570 feet, to the end of the sound wall

Corral Hollow Road – From the railroad tracks south to Parkside drive, approximately 600 feet

Sycamore Parkway – West side and medians from Amberwood Lane south to Dove Lane; south of Central Avenue to Tracy Boulevard; west side, from Schulte Road, south to Amberwood Lane

Schulte Road – Median strip from Tracy Boulevard to railroad tracks; north side from Tracy Boulevard to Sycamore Parkway; south side from Tracy Boulevard to west end of shopping center; south side, from Sycamore Parkway, west to the end of the sound wall; south side from Sycamore Parkway, east to the shopping center

Valpico Road – Tracy Boulevard, both side, west to the City limits; median islands from Tracy Boulevard, west to the City limits

West Central Avenue – Median from Tracy Boulevard to Sycamore Parkway; north side from Tracy Boulevard, west to the end of Cedrus Drive

Subdivision Landscaping

Circle B Ranch – Entryways at Morris Phelps and Schulte Road; entryways at Mt. Diablo Avenue and Tracy Boulevard

Hearthstone – Entryways at Menay Drive and Tracy Boulevard; entryways at Amberwood Ln. and Sycamore Parkway cul-de-sac at Yorkshire Loop and Hampton Ct.

Regency Square – Entryways at Monument Drive, Tracy Boulevard and Sycamore Parkway; Monument Drive (north and south sides), including

Median islands at Monterey and Vintage Courts; cul-de-sac at southeast corner of Tahoe Court and northwest corner; cul-de-sacs at northeast and southwest corners of Tahoe Circle; court adjacent to Mt. Oso Mini Park on Henderson Court; court adjacent to Mt. Diablo Mini Park on Alpine Court

Muirfield – Entryway at Steinbeck; entryway at Petrig; cul-de-sac at Whitman Court; cul-de-sac at Longfellow Court; entryway at Dove Lane; median island on Chaplin, east and west of Sycamore Parkway; entry at Cagney; cul-de-sac at Shaw Creek; cul-de-sac at Williams Court; cul-de-sac at Bogart Court; cul-de-sac at Mansfield Court; cul-de-sac at Hepburn Court; entryway at Allegheny

Glen Creek – Entryway at Glen Creek Way

Greystone Station – Median-island at Windham; median-island at Sudley Drive

Harvest Glen – Entryway at Ray Harvey Drive; entryway at Meadow Lane; cul-de-sac at Cornucopia

Ironwood – Entryway at Monument Drive; walking path from Whitehaven Court, heading west to Mountain View Road; cul-de-sac at Newcastle Court; cul-de-sac at Clairmont Court; cul-de-sac at Hampton Court

Park Maintenance

Hearthstone – Valley Oak Park at Larkspur and Honeysuckle Court; Evelyn Costa Park at Claremont Drive and Whitehaven Court

Parkside Estates – Evans Park on Parkside Drive

Harvest Glen – Fitzpatrick Park on Savanna Drive; Albert Emhoff Park on Jonathon Place and Moonlight Way

Regency Square – Mt. Oso Park at Henderson Court; Mt. Diablo Park at Alpine Court

Muirfield – Golden Spike Park on Christy Court; Fred Icardi Park on Russell Street at Steinbeck Way; Westside Pioneer Park at Cagney Drive and Hepburn Street

Circle B – Sister Cities Park at Morris Phelps Drive and Saddleback Court

Greystone Station – John Kimball Park at Tom Fowler Drive and Sudley Drive

Sienna Park – Tracy Press Park at Schulte Road and Weeping Willow Lane

Zone 10 Includes the MacArthur Drive area, bounded by I-205 to the north and 11th Street to the south

Arterial Street Landscaping

MacArthur Drive – East side, from Pescadero Avenue south to 2020 MacArthur Drive (curb to sidewalk); west side from Grant Line Road to 11th Street, approximately 35 feet from curb; median strip from I-205 to 11th Street; west side from Pescadero Avenue, south to end of the California Esprit subdivision; east side from Pescadero Avenue, north 165 feet; west side from Pescadero to a private canal; North side of 11th Street at channelway

Pescadero Avenue – North side, from MacArthur Drive, east to the end of the Outlet Center, curb to sidewalk and median strip; adjacent to Yellow Freight, from redwood header to sidewalk; south side adjacent to Market Wholesale, from face of curb approximately 30 feet; south side adjacent to the California Esprit subdivision, from MacArthur Drive west to the end of the sound wall; south side from MacArthur Drive, east to McLane Food Services; north side starting at 3403 Bungalows Drive to MacArthur Drive

Grant Line Road – North side, MacArthur Drive, east to the City limits, including median strip; south side, east of channelway to Skylark (ground cover only)

Zone 11 **Located southwest at the corner of W. Eleventh Street and N. MacArthur Drive.** In front of storage facility

Zone 12 **Located northwest of I-205 including the existing arterial landscaping along the right-of-way on Naglee Road and Grant Line Road**

Arterial Street Landscaping

Naglee Road – From Grant Line Road to Auto Plaza Drive, median and 5 foot strip between curb and sidewalk on the east side; west side from Pavilion Parkway to Robertson Drive, turf and curb strip only; Grant Line Road to Auto Plaza drive sidewalk on west side

Auto Plaza Drive – South side curb face to sidewalk, from Naglee Road, east to dead end

Robertson Drive – Both sides of the street curb face to sidewalk, from Naglee Road, west to Pavilion Parkway

Grant Line Road – South side from 2850 W. Grant Line Road, west to 3292 W. Grant Line Road; north side from west driveway of Chevron at 2615 W. Grant Line Road, west to the western edge of the property at 2785 W. Grant Line Road

Pavilion Parkway – Both sides of the street curb face to sidewalk, from Naglee Road to Power Road; median from Naglee Road, west to Power Road

Corral Hollow – Median from I-205 to Mall entrance; east side from I-205 to Mall entrance

Zone 13 **Located southwest of I-205 with 11th Street bordering on the south, Lammers Road on the west and Byron Road on the north**

Arterial Street Landscaping

Fabian Road – North side from the edge of the sound wall, east to Montgomery Lane, west to Lammers Road; both sides and median on Montgomery Lane from King Loop to Fabian Rd

Lammers Road – East side from Fabian Road, north to Feteira Way

Subdivision Landscaping

Westgate – Entryway at Westgate Drive, both sides, east to Antonio Loop; entryway from Feteira Way to Glazzy Lane, both sides, from Lammers Road, east to Glazzy Lane; median on Souza Way, from Thelma Loop to Antonio Loop

Park Maintenance

Souza Park South – On Antonio Loop between Souza Way and Ann Marie Way

Souza Park North – On Thelma Loop between Milton Jenson Court and Michael Drive

Zone 14 **Bounded on the west by Lammers Road, on the east by Corral Hollow Road and on the south by Schulte Road and the railroad tracks**

Arterial Street Landscaping

Corral Hollow Road – West side, 234 feet north of Tracey Jean Way, including the walking path between Corral Hollow Road and Tracey Jean Court

Subdivision Landscaping

Gabriel Estates – Entryway at Tracey Jean Way, including median strip

Park Maintenance

Joan Sparks Park – On Carol Ann Drive

Chandeayne Kingsley Park – On Robert Gabriel Drive

Zone 15 **Located in the southwest section of the City, bordered by Tracy Boulevard, Linne Road and Corral Hollow Road**

Arterial Street Landscaping

Tracy Boulevard – West side, from approximately 700 feet north of Whispering Wind, south to the end of the sound wall

Whispering Wind – Both sides, including medians from Tracy Boulevard, west to English Oaks Lane

Applebrook Lane – Both sides, including median from Whispering Wind, south to approximately 75 feet

English Oak Lane – East side from Whispering Wind, north to approximately 80 feet

Windsong Drive – Both sides, including median from Tracy Boulevard, west to approximately 370 feet

Corral Hollow Road – East side from 75 feet north of Peony Drive, heading south to railroad tracks

Subdivision Landscaping

Edgewood VI – Entryway at Peony Drive, both sides, including median strip from Corral Hollow Road, east to Maison Court; entryway at Middlefield Drive, both sides, including median strip from Corral Hollow Road, east to Whispering Wind Drive

Park Maintenance

William Adams Park – On Edgewood Terrace Drive

Don Cose Park – On Whirlway Lane

Bill Schwartz Park – On Peony Drive

Zone 16 **Bordered on the north by Byron Road, 11th Street on the south, Palomar Drive on the west and Mamie Anderson on the east**

Subdivision Landscaping

Crossroads Drive – Crossroads Drive, east and west from 11th Street to Solomon Lane; Crossroads Drive from Solomon Drive to fence line of 2506 Spencer Lane

Park Maintenance

Dan Busch Park – On the northeast corner of Crossroads Drive and Tolbert Drive

Zone 17 Includes all areas east of Tracy Boulevard between the SPRR tracks on the north and 100 feet north of Deerwood Lane on the south

Arterial Street Landscaping

Tracy Boulevard – East side from Valpico Road, north to the end of the shopping center (on-site landscape contractor maintains the 5,150 sq. ft. of shrubs and 800 sq. ft. of turf); east side from Valpico Road, south to the end of the shopping center

Central Avenue – West side from Schulte Road, south to Ferdinand Street and the east side from Schulte Road, south to Deerwood Lane; west side from Schulte Road, north to Country Court, including ground cover in front of fence on Mt. Oso

Schulte Road – North side from Tracy Boulevard, east to the cemetery; medians from east of Tracy Boulevard to Gianelli Street; south side from Central Avenue to 300 feet east of Independence Drive

MacArthur Boulevard – West side from Krider Court, south to the north edge of the cemetery

Third Street – North side from Jaeger to Tudor

Leamon Street – South side of California Cameo Parkway from MacArthur Boulevard, west to Third Street and Jaeger Street

Mt. Diablo Avenue – South side (est. 1,000 sq. ft.) and median-island from MacArthur, west to Third Street

Valpico Boulevard – South side from Tracy Boulevard, east to end of landscaping; north side from Tracy Boulevard, east to end of landscaping (on-site landscape contractor maintains the 4,906 sq. ft. of shrubs)

Subdivision Landscaping

Meadow Glen – Entryways at Edenvale and Schulte Road; parkway from Cedar Mountain Drive to San Simeon Way

Victoria Park I – Entryways at Gianelli, including median, south side of Schulte Road; cul-de-sacs at Elizabeth Court, Henry Court and Edward Court

Victoria Park II (American Classics) – Cul-de-sacs at James Court and Mary Court

Victoria Park II (Traditions) – Cul-de-sacs at Elysan, Lavender and Primrose Courts, and entrance at Junior Harrington, north side to 100 feet east

California Collections – Entryways at MacArthur Drive and Wagtail Drive; cul-de-sac at Krider Court

California Renaissance – Entryway median at Third Street; entryway and median at Hotchkiss Street; cul-de-sac at Sir Lancelot

California Cameo – Entryway median at Leamon Street; cul-de-sac at Versailles Court; cul-de-sac at Czerny Street

Park Maintenance

Meadow Glen – Florence Stevens Park at Tassajero Court

Victoria Park – Sullivan Park on Victoria Street

California Collections – Huck Park on Wagtail Drive

Zone 18 Bounded on the north by Valpico Road, on the east by MacArthur Drive and on the south by Linne Road

Arterial Street Landscaping

Valpico Road (Glenbriar Estates) – South side from MacArthur Drive, west to the end of the sound wall; south side from Pebblebrook Drive, west to the end of the sound wall, approximately 600 feet (Pebblebrook Estates)

MacArthur Drive (Glenbriar Estates) – West side from Valpico Road, south to the end of the landscaping, approximately 290 south of Fair Oaks Road; west side from Glenbrook Drive, south 237 feet to end of landscape; north 220 feet to the end of the landscaping

Subdivision Landscaping

Glenbriar Estates – Glenbriar Drive from Valpico Road, south to Glenbriar Circle, both sides and median

Pebblebrook Estates – Entryway at Pebblebrook Drive, including median; cul-de-sac at Pebblebrook Court

Zone 19 Located north of the UPRR tracks, south of Valpico Road, east of Tracy Boulevard and west of Glenbriar Estates

Arterial Street Landscaping

Tracy Boulevard – East side including median from Valpico Road, south to UPRR tracks, Whispering Winds, Regency and Brookview,

Park Maintenance

William Kendal Lowes Park

Subdivision Landscaping

Regis Drive – West side from Whispering Wind Drive, south to Dietrick Avenue; from Regis Drive, east to 418 feet east of Reids Way; from Whispering Wind Drive, north to Arezzo Way, then east on Arezzo Way to Escatta Avenue

Brookview Drive – From Perennial Place, east to Glenhaven Drive, north side; from Regis Drive, east to Glenhaven Drive, south side

Zone 20 (Larkspur Estates) located generally south of Montclair Lane, west of MacArthur Drive, and north of Valpico Road

Arterial Street Landscaping

MacArthur Boulevard – West side from DeBord Drive, north 415 feet to the end of the sound wall, and south from DeBord Drive 213 feet to the end of the sound wall; median on DeBord Drive

Park Maintenance

Stalsberg Drive – Clyde Abbot Park located on the south dead end of Stalsberg Drive

Zone 21 **(Huntington Park) located generally between Byron Road, south to Fabian Road and Gentry Lane, east to Jones Lane**

Subdivision Landscaping

Huntington Park – Entryway on Montgomery Lane, both sides from Fabian Road, north to King Loop, including median; entryway on Lankershire Drive, both sides from Byron Road, south to Kensington Court, including median; cul-de-sac on Kensington Court; Byron Road south side from Lankershire Drive, west 243 feet to the end of the sound wall, and east from Lankershire Drive 554 feet to the end of the sound wall; entryway at Byron Road, 100 feet to Ogden Sannazor, east and west side of the pathway

Mini-Park Maintenance

Richard Hastie Park – located on Huntington Park Drive

Zone 22 **Generally located between Corral Hollow Road, east to Egret Drive, and from Persimmon Way, south to Starflower Drive on the western half and Dove Drive on the eastern half**

Arterial Street Landscaping

Corral Hollow Road – East side from Starflower Drive, north to the end of the sound wall of the sound wall

Subdivision Landscaping

Parkview (Muirfield 7) – North side of Persimmon Way along the sound wall from Geranium, west to Corral Hollow Road; west side of Lotus Way, along sound wall from Starflower Drive, north to Petunia; north side of Starflower along sound wall from Corral Hollow Road, east to Lotus Way, including median

Zone 23 **Starflower Drive south to canal between Corral Hollow Road, Monroe Street and Gretchen Talley Park**

Arterial Street Landscaping

Corral Hollow Road – From Starflower Drive, south to Kagehiro Drive; east side of Corral Hollow, Kagehiro Drive to Lotus Way

Starflower Drive – From Corral Hollow Rd south side to Lotus way

Kagehiro Drive – From Corral Hollow Road, east to Lotus Way

Zone 24 (Eastlake) - Located south of 26102 S. MacArthur Drive, north of Valpico Road and east of MacArthur Drive

Park Maintenance Only

Tiago Park – Located on Eastlake Circle between Crater Place and McKenna Court

Zone 25 Located north of Brichetto Road and Schulte Road, east of Zone 32. No maintenance activity currently being performed

Zone 26 Located generally west of Corral Hollow Road, east of Lammers Road, north of Zone 14 and south of W. 11th Street

Arterial Street Landscaping

Corral Hollow Road – 60 feet north of Cypress Drive to the end of the sound wall, south approximately 240 feet; north side, 31 feet north of Cypress Drive

Sterling Park II – From San Marcos subdivision at Tennis Lane, 290 feet north to the Sterling Park subdivision; Tennis Lane, west of Corral Hollow Road center median and south side

Krohn Road – South side from Corral Hollow Road, west to end of landscaping

Subdivision Landscaping

Sterling Park – Cypress Drive, north and south side, including median; Banff, east and west side, including median

San Marcos – Schulte, north and south side, including median; Babcock entryway and median; Cabana entryway and median; Schulte Road, north 922 feet to Tennis Lane; Schulte Road, south to Golden Leaf Lane; Nabor Court

Park Maintenance

Verner Harrison – Located at Jill Drive and Brittany

Marlow Brothers – Located at Adaire Lane and Golden Leaf Lane

John Erb Park – located Barcelona Drive and Cypress Drive

Zone 27 Located generally west of Zone 26, south of Zone 28, north of Zones 25 and 14, approximately one mile east of Lammers Road

Arterial Street Landscaping

South Gate – Schulte Road, east from Mabel Josephine to the end of the landscaping

South Gate – Mabel Josephine, south from Schulte Road to Patrick McCaffrey Drive

South Gate – Schulte Road median, east from Mabel Josephine to Barcelona

Zone 28 Located generally south of W. 11th Street, west of Zone 26, north of Zone 27 and east of Lammers Road

Subdivision Landscaping

Crossroads Drive – From 11th Street, heading south on west side of the dead end of Crossroads Drive, curb to sound wall (curb to mow strip in front of Sports Complex); from 11th Street, heading south on the east side of the dead end of Crossroads Drive; median from 11th Street, heading south to the end of Crossroads Drive; Cranston Court; Wyman Court; Bennet Court; Marshall Court

Jefferson Parkway – 11th Street, heading south to Safford Lane; median from 11th Street, heading south to Safford Lane; east side from 11th Street to end of Sports Complex

Zone 29 Located generally south of Schulte Road, north of Valpico Road, west of Chrisman Road and east of Zone 24

Arterial Street Landscaping

Valpico Road – North side of Valpico Road from Chrisman Road, heading west 1,018 feet to the end of the sound wall; north side from Elissagaray Drive, heading west 145 feet; north side starting 440 feet west of

Elissagaray Drive at sound wall, heading 238 feet west to the end of the sound wall

Chrisman Road – West side of Valpico Road, heading north 960 feet past Elissagaray Drive

Subdivision Landscaping

Elissagaray Drive – East side from Valpico Road to Rodger Drive; east side from Rodger Drive, heading northeast to Chrisman Road, including Amatchi Drive entrances, east and west; west side from Rodger Drive, heading north to Dominique Drive; north side from Aldacourrou Street, heading east to Chrisman Road

Dominique Drive – South side from Elissagaray Drive, heading west 525 feet past Basque Drive

Mount Pellier Street – West side from 125 feet south of Montauban Street, heading south 225 feet to the end of the fence at 2203 Mt. Pellier Street

Subdivision Court Landscaping

Baigorry Court – East side from 130 feet south of Rodger Drive, starting at the sound wall 210 feet to the end of the sound wall

Park Maintenance

Robert Kellogg Park – Located on Elissagaray Street

Zone 30 Yosemite Vista Housing Development located on S. MacArthur Drive

Arterial Street Landscaping

S. MacArthur Drive – From Yosemite Drive, heading north to the end of the sound wall; from Yosemite Drive, heading south to Jesse J. Martinez Drive; from Jesse J. Martinez Drive, heading south to the end of the landscaping

Yosemite Drive – Median-island from S. MacArthur Drive, east approximately 100 feet

Park Maintenance

Sentinel Drive – Jim Raymond Park

Zone 31 **Tracy Mini Storage**

Arterial Street Landscaping

Tracy Boulevard – East of Tracy Boulevard, west of Zone 28 and south of Valpico Road

Zone 32 Located north of Schulte Road, east of Lammers Road**.** No maintenance activity currently being performed

Zone 33 **Generally located south of I-205, north of the SPRR tracks and east of Chrisman Road**

Arterial Street Landscaping

Grant Line Road – From Best Buy warehouse, east to Skylark Way

Zone 34 **The triangle area located south of the SPRR tacks, north of W. 11th Street and east of Corral Hollow Road**

Arterial Street Landscaping

Corral Hollow Road – East side from 11th Street, north to railroad tracks at Byron Road

11th Street – From railroad tracks east of Alden Glen, heading west to Corral Hollow Road, north side from sidewalk to mow strip

Zone 35 **East side of Tracy Boulevard between Centre Court and Tennis Lane**

Arterial Street Landscaping

Tracy Boulevard – East side from BSC, heading south 375 feet past Tennis Lane

11th Street – From railroad tracks east of Alden Glen, heading west to Corral Hollow Road, north side from sidewalk to mow strip

Subdivision Landscaping

Ryland Junction – Entryway at Tracy Boulevard and Tennis Lane, including median; entryway at Tracy Boulevard and Centre Court, including median; Rockingham Court cul-de-sacs

Park Maintenance

Fisher Park – Located on Tracy Boulevard between Tennis Lane and Centre Court

Zone 36 El Pescadero at Grant Line Road

Arterial Street Landscaping

El Pescadero Park – South of El Pescadero Park, north of Grant Line Road and east of Buthmann

Zone 37 Forrest Greens

Arterial Street Landscaping

Acacia Street – North side of Acacia Street between East Street and MacArthur Drive

Zone 38 This Zone is split into four different areas within the District (Funded by City's General Fund, and not assessment revenue)

Zone A

Arterial Street Landscaping

11th Street – North side of 11th Street from Belconte Drive, west to Lammers Road; north side of 11th Street from Corral Hollow Road, west to Belconte Drive, from curb to sidewalk; north side of 11th Street from rail road tracks east of Alden Glen Drive, west to Corral Hollow Road, from curb to sidewalk; south side of 11th Street from Corral Hollow Road, west to the end of the landscaping west of Jefferson Drive, curb to sidewalk; south side of 11th Street from railroad tracks east of Alden Glen Drive, west to Corral Hollow Road, curb to sidewalk; median on 11th Street from rail road tracks east of Alden Glen Drive, heading west to Lammers Road; Lammers Road – westside, median and eastside from 11th Street to end of Kimball High School; on eastside from curb to fence.

Grant Line Road – South side of Grant Line Road from 1820 W. Grant Line Road, east to Lincoln Boulevard; Corral Hollow Road, west side from Grant Line Road, north to I-205

Tracy Transit Station – Plaza area in the middle of 6th Street from Central Avenue to D Street; traffic circle at the intersection of 6th Street and Central Avenue; traffic circle at the intersection of 6th Street and D Street; all on-site landscaping around the transit building and parking lot

Zone B

Valpico Town Center – North side of Valipco Road from Glenbriar Drive heading east to MacArthur Drive.

Zone 40 Located at the northwest corner of Valpico Road and MacArthur

Arterial Street Landscaping

Rite-Aid – North side of Valpico Road from MacArthur Drive, heading west 370 feet to second driveway; west side of MacArthur Drive from Valpico Road, heading north 135 feet

Zone 41 Located at east side of Corral Hollow Road, north of Tennis Lane and south of Cypress Drive

Arterial Street Landscaping

Corral Hollow Road – east side of Corral Hollow Road fronting 350 N. Corral Hollow Road, starting from 285 feet north of Cypress Drive, heading north 375 feet to the end of the landscaping

Zone 42 Located at south side of W. Grant Line Road, north of Byron Road and west of S. Lammers Road

Arterial Street Landscaping

Grant Line – Center median and south side from east to west of complex

Zone 43 Located east of MacArthur Drive and north of Valpico Road

Arterial Street Landscaping

Tract 3290 (Ventana) – Ongoing maintenance, servicing and operation of the landscaping improvements within the public right-of-ways, to be installed in connection with this development

Channel Way with Arterial Landscaping

Located in Zone 1

Central Avenue – From Silkwood Lane, west to Tracy Boulevard (channel way in front of the Sycamore Village apartments); Central Avenue channel along the eastern side of the Sycamore Village apartments

Transit Corridor – Bike path to face of curb**;** from Silkwood lane west to Tracy Blvd in front of the Sycamore Apartments

Located in Zone 3

Grant Line Road – East side from Grant Line Road to the I-205 freeway right-of-way, approximately 1,600 linear feet; east side from Grant Line Road, north to I-205 (no mow), weed down as needed

Orchard Parkway – West side of Orchard Parkway from Lowell Avenue to Grant Line Road

Vivian Lane/Rita Way – From south end of Vivian Lane, heading north past Rita Way to Lowell Avenue

Lowell Avenue – North side of Lowell Avenue to Orchard Parkway

Transit Corridor (bike path to face of curb) – East side of Corral Hollow Road from Grant Line Road to I-205; Orchard Parkway shrubs; Orchard Parkway, west side from Lowell Avenue to Grant Line Road; Vivian Lane/Rita Way from rail road tracks, south of Vivian Lane, north to Lowell Avenue; north side of Lowell Avenue, west to Orchard Parkway

Located in Zone 7

From edge of property to bike path – North side of Cypress Drive from Corral Hollow Road to Lauriana lane; east side of Lauriana Lane from Cypress Drive to Schulte Road; north side of Schulte Road from Lauriana Lane, east to the rail road tracks

Transit Corridor (bike path to face of curb) – Starting at the rail road tracks on Schulte Road west of Sycamore Parkway, heading west to Lauriana Lane, then on Lauriana, then west on Cypress Drive to Corral Hollow Road

Located in Zone 9

From edge of property to bike path – North side of Schulte Road channel way from railroad tracks to Sycamore Parkway; east side of Sycamore Parkway from Schulte Road, south to Windham Drive; south side of Central Avenue from Tracy Boulevard to Sycamore Parkway; east side of Windham Drive, south from Sycamore Parkway to Cherry Blossom

Transit Corridor (bike path to face of curb) – From Cherry Blossom, north to Sycamore Parkway on the east side, north to Schulte Road then west to rail road tracks; Central Avenue from Tracy Boulevard, west to Sycamore Parkway; north side of Schulte Road from Sycamore Parkway, west to Lauriana Lane

Located in Zone 10

MacArthur Drive – Landscaped channel way, east side from 11th Street overpass, north to driveway at 2020 MacArthur Drive-edge of property to bike path; non-landscaped channel area, east side from driveway at 2020 MacArthur Drive to Grant Line Road, north to Pescadero Road; I-205, west to rail road tracks west of MacArthur

Pescadero Avenue – Starting from the east driveway of the Outlet Mall, heading east 835 feet to the curve, then heading north 975 feet to the curve, then west 2,080 feet, ending at MacArthur Drive; starting from the south side of Pescadero Avenue from the east driveway of the Outlet Mall, heading south 2,550 feet to Grant Line Road; starting on the eastern edge of the property at 800 Grant Line Road, heading south 485 feet, then picking back up on the south side of the rail road tracks and heading south 950 feet to MacArthur Drive (Channel way is approximately 50 feet wide)

Transit Corridor (bike path to face of curb) – East side of MacArthur Drive from the 11th Street overpass, north to 1820 MacArthur Drive

Located in Zone 12

Naglee Detention Basin – Around fence line to bottom of the berm; entrance on Naglee Road, northwest side of Auto Plaza Drive

Park and Ride Lot – Transit corridor Park & Ride

Located in Zone 26

From edge of property to bike path – West side of Corral Hollow Road from Cypress Drive, north to Krohn Road; end of channel way from Krohn Road, 300 feet west to DB-V Detention Basin;

Placentia Fields Channel Way (General Fund Channel Way) – North of Cypress Drive towards 11th Street, then east to the end of the channel way

Transit Corridor (bike path to face of curb) – West side of Corral Hollow Road from Cypress Drive, north to Krohn Road

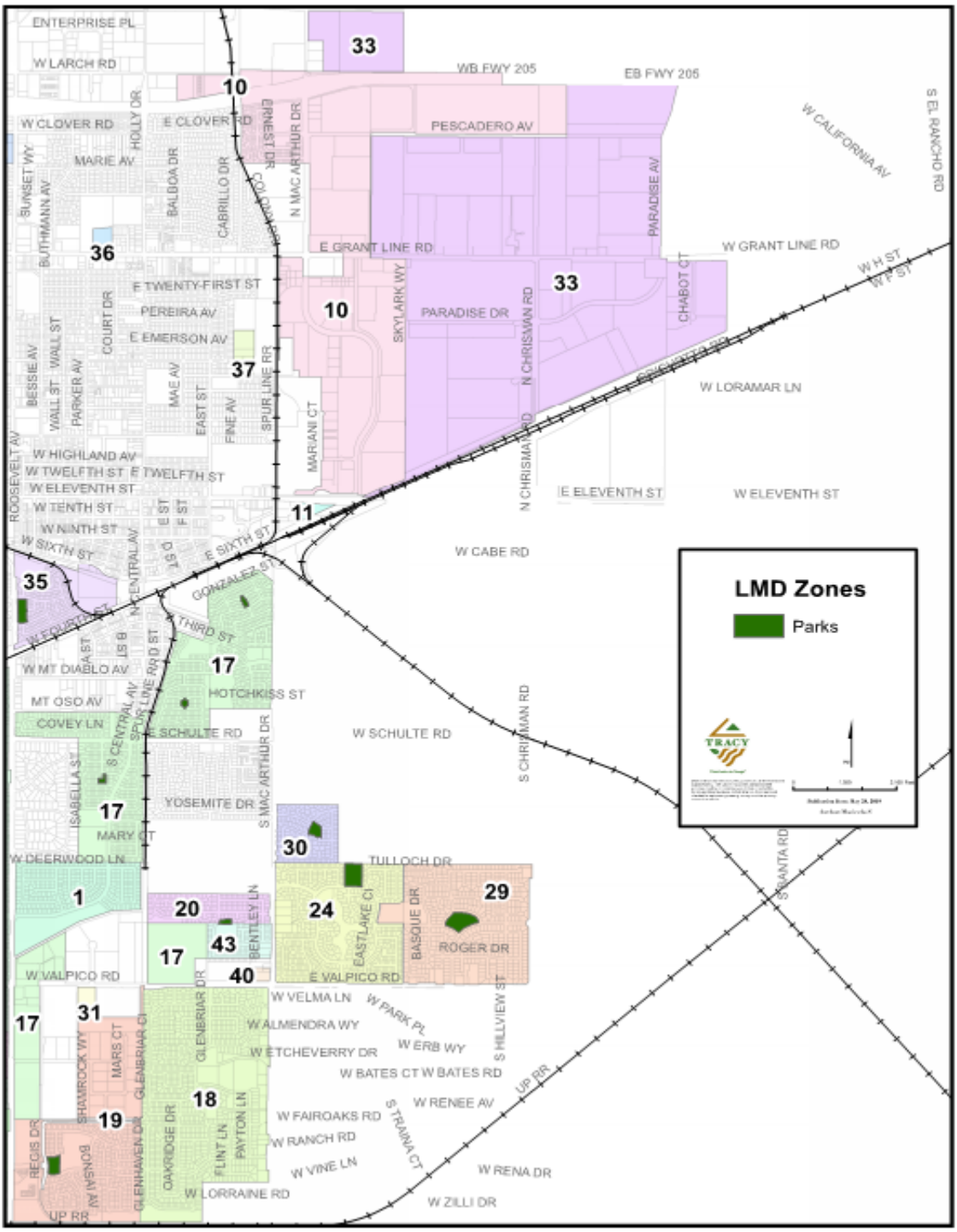
Summary of Maintenance Activities and Levels of Service

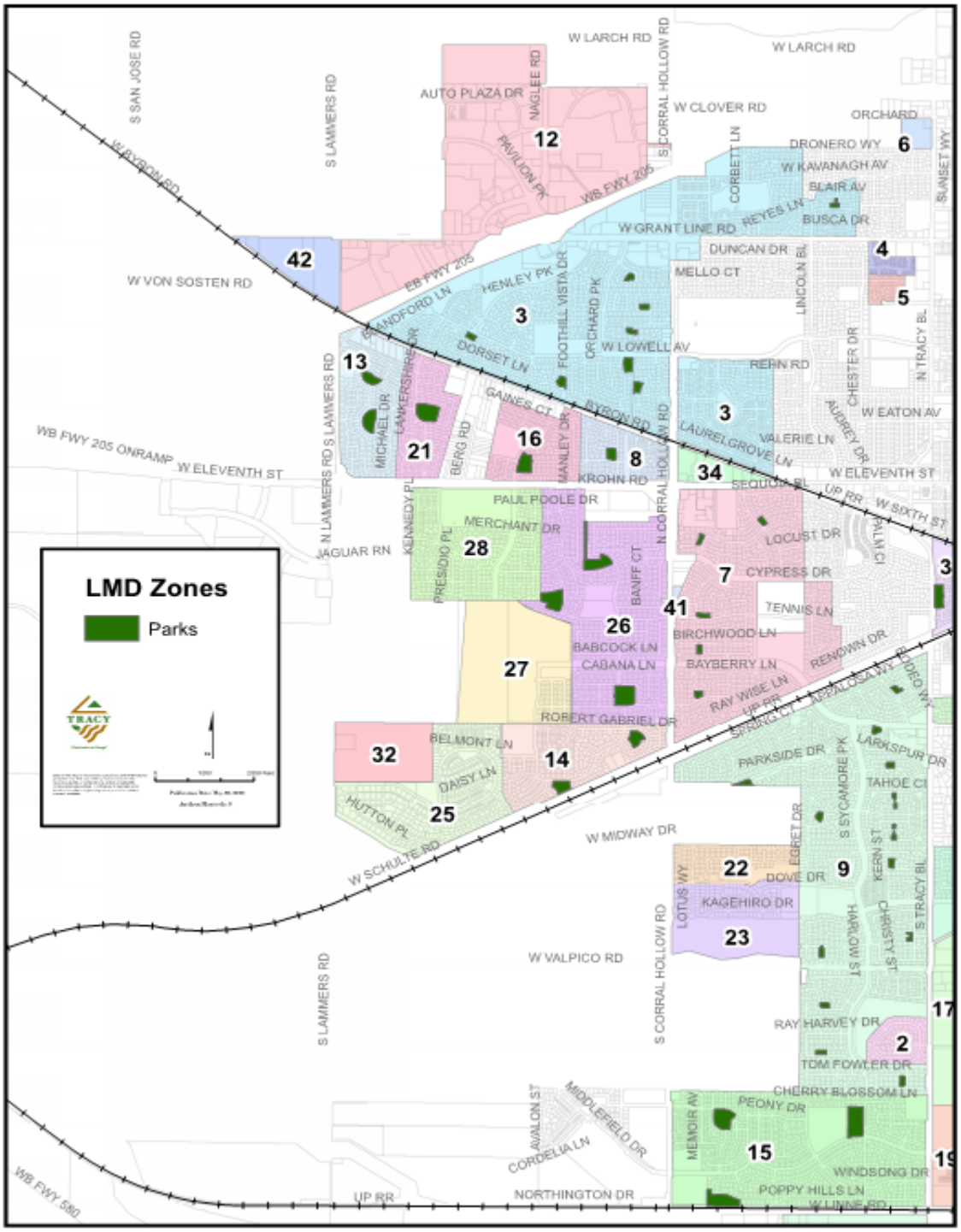
Operational Service Levels

Level A	Level B	Level C
Weekly maintenance and service of parks and streetscapes with tree trimming every 5 years. In general, this level would be reminiscent of the appearance of the landscaping of a bank or professional complex - neat, clean, and green.	Bi-weekly maintenance and service of the parks and streetscapes with tree trimming every 7-8 years. In general, this level would be reminiscent of the appearance of the landscaping of a shopping center or strip mall. One can expect some litter and weeds to accumulate between servicing. Plants will grow out to appear less tidy and amenities may appear dingy and faded.	Monthly maintenance and service of parks and streetscapes with tree trimming every 9-10 years. In general, this level would be reminiscent of the appearance of the landscaping of a parking lot. Litter, weeds, and webs may make these areas look abandoned. Plants and amenities removed will not be replaced.

APPENDIX B – CONSOLIDATED LANDSCAPE MAINTENANCE MAP

A Diagram showing the District and Zone boundaries is on the following page.




LMD Zones
Parks
TRACY
W LARCH RD
S SAN JOSE RD
S LAMMERS RD
AUTO PLAZA DR
NAGLEE RD
PAVILION PK
WB FWY 205
S CORRAL HOLLOW RD
W CLOVER RD
ORCHARD
DRONERO WY
W KAVANAGH AV
BLAIR AV
BUSCA DR
REYES LN
W GRANT LINE RD
CORBETT LN
SUNSET WY
DUNCAN DR
MELLO CT
LINCOLN BL
W VON SOSTEN RD
EB FWY 205
HENLEY PK
FOOTHILL VISTA DR
ORCHARD PK
W LOWELL AV
DORSET LN
GRANDFORD LN
LANKERSHIM DR
MICHAEL DR
BERG RD
GAINES CT
MANLEY DR
BYRON RD
KRONN RD
N CORRAL HOLLOW RD
RERN RD
CHESTER DR
AUDREY DR
N TRACY BL
W EATON AV
VALERIE LN
LAUREL GROVE LN
SEQUOIA BL
WB FWY 205 ONRAMP
W ELEVENTH ST
N LAMMERS RD
JAGUAR RN
KENNEDY PL
PRESIDIO PL
PAUL POOLE DR
MERCHANT DR
BANFF CT
UP RR
W SIXTH ST
LOCUST DR
CYPRESS DR
TENNIS LN
BIRCHWOOD LN
BAYBERRY LN
RENOWN DR
BABCOCK LN
CABANA LN
RAY WISE LN
SPARKLY CT
ARALOSA WY
ROBERT GABRIEL DR
RELMONT LN
DAISY LN
HUTTON PL
PARKSIDE DR
LARKSPUR DR
TAHOE CT
S SYCAMORE PK
EGRET DR
KERN ST
S TRACY BL
W MIDWAY DR
W SCHULTE RD
DOVE DR
KAGEHIRO DR
LOTUS WY
HARLOW ST
CHRISTY ST
W VALPICO RD
S LAMMERS RD
S CORRAL HOLLOW RD
RAY HARVEY DR
TOM FOWLER DR
CHERRY BLOSSOM LN
PEONY DR
MEMOIR AV
AVALON ST
MIDDLEFIELD DR
CORDELIA LN
WINDSONG DR
POPPY HILLS LN
W LINNE RD
NORTHINGTON DR
WB FWY 580
42
12
6
4
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21
16
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34
28
7
41
26
27
32
14
25
22
9
23
17
2
15
19

APPENDIX C – ASSESSMENT ROLL

The assessment set forth for each parcel is shown on the Assessment Roll for the District, submitted separately, as "Assessment Roll for the City of Tracy, Consolidated Landscape Maintenance District, Fiscal Year 2025-26", which exhibit is incorporated by reference herein as Appendix C under separate cover, and is on file in the Office of the City Clerk.

The Assessment Roll lists all parcels within the boundaries of the District as shown on the Assessment Diagram, Appendix B herein, and on the last equalized roll of the Assessor of the County of San Joaquin, which is by reference made part of this report.

A list of names and addresses of the owners of all parcels within this District is shown on the last equalized Property Tax Roll of the Assessor of the County of San Joaquin, which by reference is hereby made a part of this report. This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll on file in the office of the City Clerk of the City of Tracy.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION _____

INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS AND APPROVING THE PRELIMINARY ENGINEER'S REPORT FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2025/2026

WHEREAS, the City Council of the City of Tracy previously formed a special maintenance district, the Tracy Consolidated Landscape Maintenance District ("District"), pursuant to the terms of the Landscaping and Lighting Act of 1972, codified in Division 15, Part 2 of the California Streets and Highways Code ("Act"); and

WHEREAS, the City Council, pursuant to provisions of the Act, proposes to initiate proceedings for the annual levy and collection of assessments against lots and parcels of land within the various Zones of the District for Fiscal Year 2025/2026 to pay costs associated with the maintenance, servicing, and operation of the improvements related thereto; and

WHEREAS, the City Council has retained Harris & Associates ("Harris") for the purpose of assisting with the annual levy of the District and to prepare and file with the City Clerk the Annual Engineer's Report ("Report") for the District in accordance with the Act; and

WHEREAS, the improvements within the District may include, but are not limited to, the maintenance, operation and incidental expenses related to: street trees; turf; ground cover and shrubs; irrigation, and electrical systems; monuments; fountains; hard-scape improvements; masonry walls and other fencing; and all necessary appurtenances and services connected with the landscaped channel-ways, medians, parkways, entryways, parks, and public easements and facilities designated and maintained as part of the District improvements; the Report shall provide a more detailed description of the improvements and services provided by the District; and

WHEREAS, the City Council has examined and reviewed the Report as presented by Harris; the City Council is preliminarily satisfied with the description of the District, the Zones, and improvements identified therein; and each of the budget items and documents as set forth therein; the City Council is also satisfied that the proposed assessments have been spread proportionately across the Zones in accordance with the special benefit each property receives from the improvements, operation, maintenance, and services to be performed, as set forth in the Report or as modified by City Council action and incorporated herein.

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the City Council of the City of Tracy hereby determines the above recitals are true and correct; and be it,

FURTHER RESOLVED: That the City Council hereby modifies and/or approves the preliminary Engineer's Report as presented describing improvements to the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025-2026 attached hereto as Exhibit A, as presented, pursuant to California Streets and Highways Code Section 22623; and be it

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

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

The foregoing Resolution 2025- _____ was adopted by the Tracy City Council on the 3rd day of June, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibits:

(A) Preliminary Engineer's Report, Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025-2026

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION _____

DECLARING THE CITY OF TRACY'S INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2025/2026 AND SET A PUBLIC HEARING ON JUNE 17, 2025, AT 7:00 P.M. TO CONSIDER THE SAME IN ACCORDANCE WITH THE LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City Council, pursuant to provisions of the Landscaping and Lighting Act of 1972, codified in Division 15, Part 2 of the California Streets and Highways Code ("Act"), did by previous resolution, initiate proceedings for the levy and collection of assessments against lots and parcels within the Tracy Consolidated Landscape Maintenance District ("District") for Fiscal Year 2025/2026; and

WHEREAS, Harris & Associates (Assessment Engineer) has prepared the preliminary District Engineer's Report (Report) for Fiscal Year 2025/2026; the Report has been reviewed by and presented to City Council pursuant to Streets and Highways Code Section 22623; by Resolution 2025-____, City Council approved the preliminary Report; and

WHEREAS, there are forty-one (41) Zones in the District; and

WHEREAS, the District improvements and services in the Zones include, but are not limited to, the maintenance, operation, and incidental expenses related to: street trees; turf; ground cover and shrubs; irrigation and electrical systems; monuments; fountains; hard-scape improvements; masonry walls and other fencing, and all necessary appurtenances and services connected with the landscaped channel-ways, medians, parkways, entryways, parks and public easements and facilities designated and maintained as part of the District Improvements (Improvements); No substantial changes to the Improvements or services are proposed for Fiscal Year 2025/2026, other than potential adjustments to service levels based on each Zone's funding availability or for the addition of planned improvement areas that were anticipated as part of ongoing development within specific Zones; the Report provides a detailed description of Improvements for Zones 1 through 37 and Zones 40 through 43 and the proposed assessments upon lots and parcels of land within the said District and Zones; and

WHEREAS, the proposed District assessments for Fiscal Year 2025/2026 are apportioned according to the rates and method identified in the Report and do not exceed the maximum assessments previously authorized by the City Council and approved by property owners through protest ballot proceedings conducted in accordance with the provisions of the California Constitution Article XIIID; and

WHEREAS, the proposed District assessments for Fiscal Year 2025/2026 are not new or increased assessments pursuant to Government Code Section 54954.6, and

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the City Council of the City of Tracy hereby determines that the above recitals are true and correct; and be it

FURTHER RESOLVED: That the City Council, pursuant to Streets and Highways Code Section 22624, hereby declares its intention to levy and collect assessments on lots and parcels located in the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025/2026, resulting in an increase in assessments from the previous year, based on the improvements and boundaries further described in the preliminary Engineer's Report approved by the City Council by Resolution 2025-_____ attached hereto as Exhibit A; and be it

FURTHER RESOLVED: That the City Council, pursuant to Streets and Highways Code Sections 22624(e) and 22625 hereby declares its intention to conduct a Public Hearing on **Tuesday, June 17, 2025,** at 7:00 p.m., or as soon thereafter as feasible, at City Council chambers, located at 333 Civic Center Plaza, Tracy, California to consider approval of the proposed levy of assessments for Fiscal Year 2025/2026 on lots and parcels located in the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025/2026, as further described in the preliminary Engineer's Report approved by the City Council by Resolution 2025-_____ attached hereto as Exhibit A.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 3rd day of June, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibits:

(A) Preliminary Engineer's Report, Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025-2026

June 3, 2025

Agenda Item 1.K

RECOMMENDATION

Staff recommends that the City Council adopt a resolution:

(1) Adopting list of proposed projects for Fiscal Year 2025-2026 funded by Senate Bill 1 (SB 1): The Road Repair and Accountability Act of 2017;

(2) Accepting the State of California Highway Safety Improvement Program (HSIP) Cycle 11 grant in the amount of $2,358,630: (A) appropriating $400,000 from Gas Tax Fund (Fund 245) to complete the design phase of the project and $262,070 from SB 1 funds (Fund 248) to satisfy the 10% local match requirement to Capital Improvement Project (CIP) 73203, for a total project amount of $3,020,700, and (B) authorizing the City Manager to execute all necessary documents to effectuate the HSIP Cycle 11 grant;

(3) Accepting the Fiscal Year (FY) 2024 Safe Streets and Roads for All (SS4A) grant from the United States Department of Transportation in the amount of $780,000: (A) appropriating$195,000 from SB 1 funds (Fund 248) to CIP 73204 to satisfy 20% local match requirement, for a total project amount of $975,000, and (B) authorizing the City Manager to execute the grant agreement and all other required documents to effectuate the FY 2024 SS4A grant; and

(4) Accepting the State of California HSIP Cycle 12 grant in the amount of $1,038,240: (A) appropriating $115,360 from SB 1 funds (Fund 248) to CIP 73205 to satisfy the 10% local match requirement, for a total project amount of $1,153,600, and (B) authorizing the City Manager to execute all necessary documents to effectuate the HSIP Cycle 12 grant.

EXECUTIVE SUMMARY

The recommended action adopts a list of proposed projects for Fiscal Year 2025-2026 funded by Senate Bill 1 (SB 1): The Road Repair and Accountability Act of 2017. Once adopted, the list will be submitted to the California Transportation Commission (CTC) for anticipated funding of $2,534,710. This amount is based on revenues that the City anticipates receiving from the Road Maintenance and Rehabilitation Account (RMRA) as part of SB 1.

The recommended action also accepts three separate grants as follows:

1. A State of California Highway Safety Improvement Program (HSIP) Cycle 11 Grant award in the amount of $2,358,630 for the City-Wide Safety Improvement Project for signalized intersections, Capital Improvement Project (CIP) **73203**. This project will install a combination of engineering countermeasures and update the current signal system throughout the city. The recommended action also approves appropriation of funds for the design cost in the amount of $400,00 from Gas Tax and for the 10% match requirement in the amount of $262,070 from SB 1 Funds and authorizes the City Manager to execute grant related documents up to the total project amount of $3,020,700.

2. A Federal FY 2024 Safe Streets and Roads for All (SS4A) Grant award in the amount of $780,000 for the Comprehensive Safety Action Plan, CIP **73204**. The plan focuses on improving roadway safety for all users, particularly underserved communities with embedded Safe Routes To School (SRTS) Master Plan. The recommended action also

approves appropriation of funds for the 20% match requirement in the amount of $195,000 from SB 1 Funds and authorizes the City Manager to execute grant related documents up to the total project amount of $975,000.

3. A State of California Highway Safety Improvement Program Cycle 12 Grant award in the amount of $1,038,240 for the City-Wide Systematic Safety Improvement Project for Unsignalized Intersections, CIP **73205**. This project will install a combination of engineering countermeasures at multiple unsignalized intersections and 2 roadway segments in the City of Tracy. The recommended action also approves appropriation of funds for the 10% match requirement in the amount of $115,360 from SB 1 Funds, and authorizes the City Manager to execute grant related documents up to the total project amount of $1,153,600

BACKGROUND AND LEGISLATIVE HISTORY

SB 1

The Road Repair and Accountability Act of 2017 (Act) is a significant investment in California's transportation system. The Act was passed by the California Legislature and signed into law by the Governor in April of 2017 to address the significant multi-modal transportation funding shortfalls statewide. SB 1 includes accountability and transparency provisions that will ensure the residents are aware of the projects proposed for funding and which projects have been completed each fiscal year.

The Act increased per gallon fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees. A portion of this new revenue is allocated to the Road Maintenance and Rehabilitation Account (RMRA). Pursuant to Streets and Highways Code Section 2030(b), RMRA local streets and roads allocations must be used for projects "that include, but are not limited to," the following:

1. Road Maintenance and Rehabilitation
2. Safety projects
3. Railroad Grade Separations
4. Complete Streets Components (including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project)
5. Traffic Control Devices
6. Funds made available by the program may also be used to satisfy a match requirement to obtain state or federal funds for projects authorized by this subdivision.
7. Pursuant to Article XIX Section 2(a) of the constitution: "The research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for nonmotorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes."

On May 2, 2023, staff presented the PMP (Pavement Management Program) Project Prioritization Workshop, an overview of the proposed pavement projects for the upcoming fiscal years, to City Council. The proposed projects were selected based on the City's Pavement Management System, coordination with the Operations Division of Operations and Utilities

Department, Engineering staff's visual inspection, planned transportation projects, public comment review, and available funds.

HSIP Cycle 11 Grant

The City applied for a HSIP Cycle 11 grant in September 2022. The proposed project includes installation of back-plates with retro-reflective borders, upgrading signal lenses and heads where appropriate, implementation of leading pedestrian intervals at all eligible intersections and upgradation/replacement of 22 controllers and 41 battery backup systems.

In March 2023, City staff was informed that the City's HSIP Cycle 11 application was selected for an award in the amount of $2,358,630 (see Attachment C).

SS4A Grant

The City applied for a FY 24 Safe Streets and Roads for All (SS4A) grant for development of a Comprehensive Safety Action Plan (CSAP) in August 2024. The CSAP will develop the tools to strengthen the City's approach to traffic safety and is intended to meet the needs of all communities, including underserved communities where the travel experience is significantly different. The CSAP will incorporate a broad public education and awareness campaign that will make all communities within the city an active partner in the creation and implementation of the plan. School safety was identified as a factor in the City's Local Roadway Safety Plan therefore a 'Safe Routes To School (SRTS) component will also be embedded within the CSAP. This component will include a complete study and engagement with each of the City's schools to determine gaps within the pedestrian and bicycle infrastructure and to develop programs to encourage more students to walk and bike to school. The SRTS Master Plan will look at all schools within the Tracy School Districts.

On November 15, 2024, City staff was informed that the City's application was selected for an award in the amount of $780,000 (see Attachment D).

HSIP Cycle 12 Grant

The City applied for a HSIP Cycle 12 grant opportunity in September 2024. The proposed project includes installation of a combination of engineering countermeasures such as larger stop signs, updating intersection parking marking, and improving sight distance at identified unsignalized intersections throughout the city.

In February 2025, City staff was informed that the City's HSIP Cycle 12 application was selected for an award in the amount of $1,038,240 (see Attachment F).

ANALYSIS

SB 1

Attachment A shows the RMRA projections for the City for FY 2024-2025 & FY 2025-2026 from the website CaliforniaCityFinance.com, the California Local Government Finance Almanac. According to the projections, the City will receive $2,534,710 for FY 2025-2026 from the RMRA.

In order to receive the SB 1 funds, the City must adopt, by resolution, a list of projects proposed to receive fiscal year funding from the RMRA, which must include a description and the location of each proposed project, an estimated project start date, an estimated project completion date, and the estimated useful life of the improvement. Attachment B identifies the proposed project list for Fiscal Year 2025-2026. The resolution must be submitted to CTC before the deadline of July 1st, 2025. This is the ninth year in which the City is receiving SB 1 funding. The funding enables the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have been possible without the funding.

Pursuant to California Streets and Highway Code (SHC) Section 2034(a)(1), the project list does not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities, so long as the projects are consistent with SHC Section 2030(b). After submittal of the project list to the CTC, the City may elect to make changes to the project list pursuant to the statutory provision noted above. Formal notification of the CTC is not required, other than the standard forms submitted with the Annual Expenditure Report.

The pavement rehabilitation locations selected for the SB 1 project list as shown on Attachment B were on the list of proposed FY 2025-2026 locations presented at the May 2, 2023 PMP Workshop. Completion of the balance of the FY 2025-26 locations presented in the PMP workshop for FY 2025-2026 will require a separate project, CIP 73206, with additional funding sources such as the General Fund, Measure K, Gas Tax, and STBG grants.

HSIP Cycle 11 Grant

The grant awarded in March of 2023 will fund 90% of the project construction cost. Staff recommends that the City Council accept the HSIP Cycle 11 grant award and appropriate funds from gas taxes in the amount of $400,000 to CIP **73203** to complete the design phase of the project and from the SB 1 fund in the amount of $262,070 for the 10% local match required for the grant. The project is projected to result in decreased collisions and improved safety at the signalized intersections in the project. The City will have 10 months from June 2025 to complete the design phase and 24 months to bid and complete the construction phase. Staff recommends that the City Council provide authorization to the City Manager, for administrative efficiency, to execute all documents related to this grant as long as the documents are in acceptable form to the City Attorney's Office and within the project budget as approved by the City Council.

SS4A Grant

The grant awarded in November of 2024 will fund 80% of the total project cost. Staff recommends that the City Council accept the SS4A grant award and appropriate funds from SB 1 in the amount of $195,000 to CIP **73204** for the 20% local match requirement.
The SS4A grant will require various documents to be executed during its implementation, including a Grant Agreement, the draft of which is reflected in Attachment E (Agreement), with the Department of Transportation. The City will have 60 months from the date of the award to complete the design and construction phases of the project. Staff recommends that the City Council provide authorization to the City Manager, for administrative efficiency, to execute all documents related to this grant as long as the documents are in acceptable form to the City Attorney's Office and within the project budget as approved by the City Council.

HSIP Cycle 12 Grant

The grant awarded in February of 2025 will fund 90% of the total project cost. Staff recommends that the City Council accept the HSIP Cycle 12 grant award and appropriate funds from the SB 1 fund in the amount of $115,360 to CIP **73205** for the 10% local match requirement. The project is projected to result in decreased collisions and improved safety at unsignalized intersections within the City. The City will have 6 months from June 2025 to request the funding allocation for design phase, and 36 months to complete the complete the design and construction phases. Staff recommends that the City Council provide authorization to the City Manager, for administrative efficiency, to execute all documents related to this grant as long as the documents are in acceptable form to the City Attorney's Office and within the project budget as approved by the City Council.

FISCAL IMPACT

Adoption of this Resolution will allow the City to receive SB 1 funding estimated by the State of California to be $2,534,710 for Fiscal Year 2025-2026. Funds will be allocated to four new Capital Improvement Projects adopted for FY 2025-2026 (Attachment B). The City can carry over unexpended SB 1 RMRA funds to subsequent fiscal years.

PUBLIC OUTREACH/INTEREST

Not applicable

COORDINATION

Not applicable

CEQA DETERMINATION

This action of listing proposed projects for Fiscal Year 2025-2026 funded by SB 1: The Road Repair and Accountability Act of 2017 and accepting the HSIP Cycle 11 grant, FY 2024 SS4A grant and HSIP Cycle 12 grant will not pose any environmental impact and is not subject to California Environmental Quality Act (CEQA) review under CEQA Guidelines Section 15378(b)(5). The City will evaluate potential environmental impacts of the future safety improvement projects before approving construction contracts and physical improvements.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide green and roadway infrastructure projects that improve connectivity, reduce climate impacts, and improve the appearance of the City.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution:
(1) Adopting list of proposed projects for Fiscal Year 2025-2026 funded by Senate Bill 1 (SB 1): The Road Repair and Accountability Act of 2017;

(2) Accepting the State of California Highway Safety Improvement Program (HSIP) Cycle 11 grant in the amount of $2,358,630: (A) appropriating $400,000 from Gas Tax Fund (Fund 245) to complete the design phase of the project and $262,070 from SB 1 funds (Fund 248) to satisfy the 10% local match requirement to Capital Improvement Project (CIP) 73203, for a total project amount of $3,020,700, and (B) authorizing the City Manager to execute all necessary documents to effectuate the HSIP Cycle 11 grant;

(3) Accepting the Fiscal Year (FY) 2024 Safe Streets and Roads for All (SS4A) grant from the United States Department of Transportation in the amount of $780,000: (A) appropriating $195,000 from SB 1 funds (Fund 248) to CIP 73204 to satisfy 20% local match requirement, for a total project amount of $975,000, and (B) authorizing the City Manager to execute the grant agreement and all other required documents to effectuate the FY 2024 SS4A grant; and

(4) Accepting the State of California HSIP Cycle 12 grant in the amount of $1,038,240: (A) appropriating $115,360 from SB 1 funds (Fund 248) to CIP 73205 to satisfy the 10% local match requirement, for a total project amount of $1,153,600, and (B) authorizing the City Manager to execute all necessary documents to effectuate the HSIP Cycle 12 grant.

Prepared by: Selvi Sivaraj, Associate Engineer

Reviewed by: Gordon Mackay, Interim Public Works Director
Sara Castro, Finance Director
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo Sanchez, Assistant City Manager

ATTACHMENTS

Attachment A – CaliforniaCityFinance.com RMRA Projections for FY 2023-2024 and FY 2024-2025
Attachment B – Proposed Project List for FY 2024-2025 to be funded by SB 1
Attachment C – HSIP Cycle 11 Award Document
Attachment D – FY 2024 SS4A Award Document
Attachment E – FY 2024 SS4A Grant Agreement
Attachment F – HSIP Cycle 12 Award Document

Attachment A

Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide r

Estimated January 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
SAN DIEGO COUNTY						
CARLSBAD	3,264,126	2,904,396	6,168,522	3,263,867	3,017,991	6,281,859
CHULA VISTA	7,874,690	7,025,529	14,900,219	7,874,064	7,300,307	15,174,371
CORONADO	673,738	593,458	1,267,197	673,685	616,669	1,290,355
DEL MAR	117,407	99,760	217,167	117,399	103,662	221,060
EL CAJON	3,018,144	2,684,526	5,702,669	3,017,904	2,789,521	5,807,426
ENCINITAS	1,749,715	1,552,981	3,302,695	1,749,576	1,613,720	3,363,296
ESCONDIDO	4,288,395	3,819,934	8,108,329	4,288,054	3,969,337	8,257,391
IMPERIAL BEACH	761,544	671,049	1,432,593	761,484	697,295	1,458,779
LA MESA	1,725,167	1,531,039	3,256,206	1,725,031	1,590,920	3,315,951
LEMON GROVE	789,538	696,071	1,485,609	789,476	723,296	1,512,771
NATIONAL CITY	1,668,841	1,480,692	3,149,533	1,668,709	1,538,604	3,207,313
OCEANSIDE	4,909,679	4,375,266	9,284,945	4,909,289	4,546,389	9,455,678
POWAY	1,402,658	1,244,106	2,646,765	1,402,547	1,292,765	2,695,312
SAN DIEGO	39,158,829	34,979,784	74,138,614	39,155,712	36,347,892	75,503,604
SAN MARCOS	2,724,041	2,423,878	5,147,918	2,723,825	2,518,679	5,242,504
SANTEE	1,697,399	1,506,219	3,203,618	1,697,265	1,565,129	3,262,394
SOLANA BEACH	373,073	326,498	699,572	373,044	339,268	712,312
VISTA	2,829,264	2,517,931	5,347,195	2,829,040	2,616,411	5,445,451
County of San Diego	73,289,256	60,532,158	133,821,414	73,333,332	62,899,654	136,232,986
Total Cities & County: San Diego	152,315,503	130,965,277	283,280,780	152,353,304	136,087,509	288,440,812
SAN FRANCISCO COUNTY						
SAN FRANCISCO - City Allocation	23,216,603	22,066,963	45,283,566	23,202,724	22,930,032	46,132,756
SAN FRANCISCO - County Allocation	11,835,083	11,325,673	23,160,756	11,827,380	11,768,636	23,596,016
Total San Francisco	35,051,686	33,392,636	68,444,322	35,030,104	34,698,668	69,728,772
SAN JOAQUIN COUNTY						
ESCALON	215,204	187,955	403,159	215,172	195,307	410,479
LATHROP	1,047,585	935,056	1,982,641	1,047,427	971,627	2,019,054
LODI	1,873,826	1,678,873	3,552,700	1,873,543	1,744,536	3,618,080
MANTECA	2,557,635	2,295,586	4,853,221	2,557,248	2,385,370	4,942,618
MOUNTAIN HOUSE	n/a	n/a	n/a	670,131	618,926	1,289,057
RIPON	456,404	403,685	860,089	456,336	419,474	875,810
STOCKTON	8,981,717	8,087,083	17,068,801	8,980,355	8,403,380	17,383,735
TRACY	2,716,989	2,439,305	5,156,294	2,716,578	2,534,710	5,251,288
County of San Joaquin	20,067,507	18,632,463	38,699,970	20,059,779	19,361,204	39,420,983

Project Details

Attachment B

Title	Description	Location	Component	Priority Status	Est. Schedule		Useful Life		Assem	Senate
					Start	Complete	Min	Max		
Pavement Rehabilitation Project FY 25-26	This project will include: ADA Curb Ramp Installation (New), ADA Curb Ramp Rehab/Repair (Existing), Bicycle Lane Rehab/Repair (Existing), Cost Estimating, Document Preparation, Environmental Study/Documents, Pavement Rehab/Repair (Existing), Paving and/or Striping Installation (New Safety), Paving and/or Striping Rehab/Repair (Existing Safety), Preliminary Design, Project Scope Development, Sidewalk and/or Crosswalk Installation (New), Sidewalk and/or Crosswalk Rehab/Repair (Existing), Traffic Signals, Lights, and/or Signage Installation (New Safety), Traffic Signals, Lights, and/or Signage Rehab/Repair (Existing Safety)	Subdivisions of Almondwood, Centennial, Victoria Park, Santana, Sycamore Village, Fairhaven	Pre-Construction and Construction	New 25/26	12/2025 12/2026	12/2026 12/2027	10	15	13	5
Highway Safety Improvement Program (HSIP Cycle 11)	This project will include: Cost Estimating, Document Preparation, Environmental Study/Documents, Preliminary Design, Project Scope Development, Traffic Signals, Lights, and/or Signage Rehab/Repair (Existing Safety)	Street Sweeping Zones 1 to 10. https://maps.cityoftracy.org/portal/apps/webappviewer/index.html?id=f215f1c1e4b4411a9fe0d5bdde248501	Pre-Construction and Construction	New 25/26	07/2025 05/2026	03/2026 12/2027	5	10	13	5
Safe Streets and Roads for All (SS4A Grant) FY 24	This project will include: Comprehensive Safety Action Plan with embedded Safe Routes To School (SRTS) Master Plan	Citywide	Pre-Construction	New 25/26	12/2025	06/2027	5	10	13	5
Highway Safety Improvement Program (HSIP Cycle 12)	This project will include: Cost Estimating, Environmental Study/Documents, Paving and/or Striping Rehab/Repair (Existing Safety), Preliminary Design, Project Scope Development, Traffic Signals, Lights, and/or Signage Installation (New Safety)	Street Sweeping Zones 1 to 10. https://maps.cityoftracy.org/portal/apps/webappviewer/index.html?id=f215f1c1e4b4411a9fe0d5bdde248501	Pre-Construction and Construction	New 25/26	12/2025 03/2027	12/2026 03/2028	5	10	13	5

Attachment C

Project List for Highway Safety Improvement Program (HSIP) Cycle 11

(Sort by Caltrans District and Agency Name) **(Updated on 12/13/2023 - changes highlighted)**

* Application Category: **BCR** = Benefit-Cost Ratio; **SA-PedCrossing** = Set-aside for Pedestrian Crossing Enhancements; **SA-Guardrail** = Set-aside for Guardrail Upgrade; **SA-Edgelines** = Set-aside for Installing Edgelines; **SA-Bike Safety** = Set-aside for Bike Safety Improvements; **SA-Tribes** = Set-aside for Tribes.

** To implement **the High-Risk Rural Roads (HRRR) Special Rule** and **Vulnerable Road User (VRU) Safety Special Rule** as defined in section 148(g) of title 23 of the United States Code (U.S.C.), some of the projects identified as HRRR eligible or VRU eligible must use federal funds. Please visit https://safety.fhwa.dot.gov/hsip/hsip_special_rules.cfm for details.

No.	Unique Project ID	Original Application ID	Caltrans District	Agency Name	State Senate District(s)	State Assembly District(s)	County	MPO	Project Title	Location of Work	Description of Work	Project Cost	HSIP Funds	Application Category*	Special Rule **	Funding Type (State/Federal)
259	H11-10-006	10-Patterson-1	10	Patterson	4	22	Stanislaus County	STANCOG	New traffic signal at intersection of Sperry Avenue and Highway 33	Intersection at Sperry Avenue and Highway 33.	Installation of traffic signal with paved shoulder widening. Install left turn lanes, roadway signing and striping. Railroad crossing improvements include at-grade railroad crossing on the side street approach less than 110 feet to the east.	$ 1,283,000	$ 1,154,700	BCR		State
260	H11-10-013	10-San Joaquin County-1	10	San Joaquin County			San Joaquin County	SJCOG	Lower Sacramento Road Bicycle Improvements	Install Bicycle Lane on Lower Sacramento Road (Eight Mile Road to Lodi City Limits).	Stripe existing paved shoulders as a Class II Bicycle Lane, place Bike Lane painted legends and signage as required.	$ 249,600	$ 224,640	SA-Bike Safety		State
261	H11-10-008	10-Stockton-01	10	Stockton	5	13	San Joaquin County	SJCOG	Wilson Way Safety Lighting	On Wilson Way between Hazelton Ave. and Anderson St.	Install safety lighting in the median.	$ 1,357,000	$ 1,221,300	BCR		State
262	H11-10-009	10-Stockton-2	10	Stockton	5	13	San Joaquin County	SJCOG	El Dorado Street Pedestrian and Bicyclist Safety Connectivity Project	Various segments along South El Dorado Street between Clayton Avenue to Third Street.	Install RRFB devices, crosswalks, bulb outs, bike boxes, bicycle video detection at all intersections, install painted buffers, and cycle track; construct median refuge islands and sidewalks; and roadway reconfiguration within two segments.	$ 2,350,000	$ 2,115,000	BCR	VRU	Federal
263	H11-10-010	10-Stockton-3	10	Stockton	5	13	San Joaquin County	SJCOG	Hammer Lane Traffic Safety Improvements from Lower Sacramento Road to Tom O'Shanter Drive	Hammer Lane corridor, including five intersections at Lower Sacramento Road on the west, Etna Street, El Dorado Street, Lan Ark Drive, and Tam O'Shanter Drive on the east.	Add edgeline, lane striping, pavement markings, speed feedback signs and pedestrian-scale lighting, install reflective signal backplates, and convert the existing Class II bike lanes to 7-ft protected bike lanes.	$ 1,757,800	$ 1,582,020	BCR		State
264	H11-10-011	10-Stockton-6	10	Stockton	5	13	San Joaquin County	SJCOG	Systemic Pedestrian Safety Enhancements	Lorraine Avenue and Hammer Lane, Wilson Way and Park Street, Wilson Way and Waterloo Road.	Install a leading pedestrian interval, high visibility crosswalk, left turn phasing, curb extensions, raised median, curb ramps, and	$ 2,877,200	$ 2,589,480	BCR	VRU	Federal
265	H11-10-007	10-Tracy-1	10	Tracy	5	13	San Joaquin County	SJCOG	City Wide Safety Improvement	Various signalized intersections throughout the City of Tracy.	Installation of a combination of engineering countermeasures (backplates, LPI, etc.) and updating the current signal equipment.	$ 2,620,700	$ 2,358,630	BCR		State
266	H11-10-012	10-Tuolumne County-2	10	Tuolumne County	4	8	Tuolumne County	RURAL	Tuolumne County Guardrail	Various locations throughout the county.	Upgrade existing guardrails and end treatments.	$ 1,111,000	$ 999,900	SA-Guardrail	HRRR	Federal
267	H11-11-001	11-Brawley-2	11	Brawley	18	36	Imperial County	SCAG	Main St & 8th St Improvements	The intersection of Main Street with 8th Street.	Install traffic signal mast arm assembly, LED safety lighting, curb bulb out, median curb nose, ADA curb ramps, high visibility crosswalks, and pavement markings.	$ 277,700	$ 249,930	SA-PedCrossing		State
268	H11-11-010	11-Brawley-1	11	Brawley			Imperial County	SCAG	Dogwood Rd & Mead Rd Roadway Improvements	Dogwood Road from 550ft south of Mead Road to 750ft north of Mead Road.	Install roadway lighting, guardrails, chevron curve warning signs, rumble strips, roadway striping, pavement markings, and outside shoulder widening.	$ 940,000	$ 846,000	BCR		State
269	H11-11-002	11-Carlsbad-1	11	Carlsbad	38	77	San Diego County	SANDAG	Paseo Del Norte Bicycle & Pedestrian Safety Improvements	Paseo Del Norte between Palomar Airport Road and Camino Del Parque.	Install wider separated bike lanes by restriping to add 8 foot buffers. Install an enhanced mid-block pedestrian crossing with curb extensions, refuge island, RRFB & street lights.	$ 593,900	$ 534,510	BCR		State
270	H11-11-003	11-Encinitas-1	11	Encinitas	38	77	San Diego County	SANDAG	Citywide Pedestrian Crossing Upgrades	6 unsignalized intersections throughout the City of Encinitas.	Install intersection lighting, LED flashing stop signs, ADA curb ramps, curb extensions, high-visibility crosswalks, and advanced school zone signs.	$ 609,800	$ 548,820	BCR		State
271	H11-11-004	11-Escondido-1	11	Escondido	40	76	San Diego County	SANDAG	Escondido Project 1	12 signalized intersections within the city of Escondido.	Improve signal hardware including lenses, back plates with retroreflective borders, mounting and number; install pedestrian countdown signal heads; and modify the signal phasing to implement a leading pedestrian interval.	$ 1,473,600	$ 1,326,240	BCR		State
272	H11-11-005	11-National City-1	11	National City	18	80	San Diego County	SANDAG	National City Highway Safety Improvements (HSIP) - Cycle 11	Signalized Intersections along Highland Avenue from Division Street to 30th Street (excluding 28th Street), along Plaza Boulevard from L Avenue to 8th Street and along National City Boulevard from 4th Street to 24th Street/Miles of Cars Way.	Improve signal hardware with back-plates with retroreflective borders, install an advance stop bar before crosswalk (Bicycle Box), and modify signal phasing to implement a Leading Pedestrian Interval (LPI).	$ 947,700	$ 852,930	BCR		State
273	H11-11-006	11-San Diego-1	11	San Diego	39,40	76, 77,78	San Diego County	SANDAG	Pedestrian Systemic Safety at Traffic Signals	31 Intersections throughout the City of San Diego.	Install activated blank-out signs for leading pedestrian intervals, pedestrian countdown timers, and high visibility crosswalks.	$ 997,700	$ 897,930	BCR		State
274	H11-11-007	11-San Diego-3	11	San Diego	39	77	San Diego County	SANDAG	Pacific Beach Traffic Signal Timing and Communications Upgrades	93 signalized intersections in the City of San Diego.	Install traffic signal hardware and communications interconnect system upgrades to improve traffic signal timing and optimize operations.	$ 2,005,000	$ 1,002,500	BCR		State
275	H11-11-008	11-San Diego-4	11	San Diego	39	78	San Diego County	SANDAG	Mid-City and San Ysidro Traffic Signal Timing and Communications Upgrades	101 signalized intersections in the City of San Diego.	Install traffic signal hardware and communication interconnect system upgrades to improve traffic signal timing and optimize operations.	$ 2,036,500	$ 1,018,250	BCR		State
276	H11-11-009	11-San Diego County-4	11	San Diego County	18, 38,39,40	74, 75, 76, 77, 78, 79, 80	San Diego County	SANDAG	Guardrail Upgrades in San Diego County	Various Locations throughout San Diego County.	Metal Beam Guardrail and End-Treatment Upgrades.	$ 963,600	$ 751,608	SA-Guardrail	HRRR	Federal
277	H11-12-001	12-Anaheim-1	12	Anaheim	29,34,37	59, 67, 68	Orange County	SCAG	City of Anaheim Uncontrolled Crosswalk Improvements at High Pedestrian Volume Locations Project	Twelve (12) uncontrolled crosswalks with high pedestrian volumes at various locations adjacent to schools, parks, and trails throughout the city.	Install solar-powered rectangular rapid flashing beacons (RRFBs) to improve pedestrian safety.	$ 249,600	$ 224,640	SA-PedCrossing		State
278	H11-12-002	12-Anaheim-2	12	Anaheim	29,34,37	59, 67, 68	Orange County	SCAG	City of Anaheim Neighborhood Traffic Calming and Speed Reduction Edgeline Project	Ten (10) local roadway segments to implement traffic calming measures through edgeline striping at various locations within City limits.	Install edgelines on ten (10) local roadway segments as a safety countermeasure for traffic calming and mitigating vehicular crashes.	$ 88,100	$ 79,290	SA-Edgelines		State
279	H11-12-003	12-Buena Park-1	12	Buena Park	32	67	Orange County	SCAG	Citywide Traffic Signal Upgrades and Safety Enhancements	13 signalized intersections citywide.	Upgrade traffic signals for additional vehicle heads. Install new traffic signal controllers (Leading Pedestrian Interval) and countdown pedestrian head indications.	$ 1,319,900	$ 1,187,910	BCR		State
280	H11-12-004	12-Costa Mesa-1	12	Costa Mesa	37	73	Orange County	SCAG	Costa Mesa Signal Modernization for Systemic Safety Improvements	129 City-owned and maintained traffic signals throughout the City of Costa Mesa.	Install retroflective backplates and upgrade 8" signal heads to 12", implement leading pedestrian intervals, install countdown pedestrian signal heads, install emergency vehicle preemption systems, and install battery backup systems.	$ 4,340,100	$ 3,906,090	BCR	VRU	Federal
281	H11-12-005	12-Garden Grove-1	12	Garden Grove	36	70	Orange County	SCAG	Traffic Signal Improvements at the intersection of Garden Blvd. & Nelson St. - Century Blvd	The intersection of Garden Grove Blvd. & Nelson St. - Century Blvd.	Install protected left-turn phasing to all directions. Install additional vehicle signal heads and leading pesdetrian intervals.	$ 518,000	$ 466,200	BCR		State
282	H11-12-006	12-Garden Grove-2	12	Garden Grove	36	70	Orange County	SCAG	Traffic Signal Improvements at the intersection of Garden Grove Blvd and Newland St	The intersection of Garden Grove Blvd and Newland St.	Install protective left-turn phasing to all directions. Install additional traffic signal heads and implement leading pedestrian intervals.	$ 413,500	$ 372,150	BCR		State

Attachment D

From: Teicher, Paul (OST)
To: Selvi Sivaraj
Subject: SS4A FY24 Round 3 Funds Awarded
Date: Friday, November 15, 2024 7:43:07 AM
Attachments: image001.jpg

You don't often get email from paul.teicher@dot.gov. Learn why this is important

Caution: This is an external email. Please take care when clicking links or opening attachments.

To Whom It May Concern from City of Tracy,

The City of Tracy Comprehensive Safety Action Plan, for the Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2024 Safe Streets and Roads for All grant program, was selected for an award of $780,000 in Federal funding. This includes funding for New Action Plan, Supplemental Planning. Congratulations!

Key Information and Requirements: This email is not authorization to begin work, and it does not guarantee Federal funding. The United States Department of Transportation (USDOT) and City of Tracy must establish and execute a signed, mutually agreed upon grant agreement prior to the obligation of award funds.

Immediate Next Steps: USDOT made the public announcements related to the awards on November 15, 2024. See the press release here: https://www.transportation.gov/grants/ss4a/press-releases, and the award recipient list here: https://www.transportation.gov/grants/ss4a/2024-awards. We published a short summary of the proposal from your application on our Safe Streets and Roads for All website as part of the public announcement, pursuant to Section H Part 1 of the Notice of Funding Opportunity (NOFO). If you want to modify what is provided on our website once you see it, please let me know by emailing SS4A@dot.gov. The website link is https://www.transportation.gov/grants/SS4A.

What to Expect in the Next Few Weeks: My colleagues at the Federal Highway Administration (FHWA) are responsible for establishing and executing a SS4A grant agreement with City of Tracy. You can expect to hear from a FHWA representative with your State's FHWA Division Office in the near future. In the weeks ahead you will receive more information about next steps, including an invitation to a FHWA-sponsored webinar for grant recipients to describe the process leading to an executed grant agreement. The webinar will be recorded for those who are unable to attend. In the meantime, if you have questions about next steps, please direct them to FHWA using the email SS4A.FHWA@dot.gov.

Finally, we ask for your patience as we work diligently toward executing grant agreements so your important safety work may begin. FHWA staff will be working with hundreds of new grant recipients to expeditiously process new grant agreements, and this will take time. We have also sent a copy of this email to koosun.kim@cityoftracy.org.

It's exciting to see so many communities on the path to improving roadway safety, and the whole SS4A Program team is passionate about helping you succeed. Thank you for your commitment to roadway safety.

Paul



Paul D. Teicher
Grantor, Safe Streets and Roads for All

Office of Policy Development and Coordination
Office of the Secretary of Transportation

Summary of Award Information:

Project Name: City of Tracy Comprehensive Safety Action Plan

Applicant: City of Tracy

Unique Entity Identifier: EWFNJF9GM6U4

Grant Type: Planning and Demonstration

SS4A Grant Funding Amount: $780,000

Estimated Total Project Costs: $975,000

Project Description: This award will be used by the City of Tracy to develop a Comprehensive Safety Action Plan to reduce and eventually eliminate roadway fatalities/serious injuries by improving roadway safety for all users especially in the underserved communities and to enhance safety of students by closing the gaps within pedestrian and bicycle infrastructure and to encourage more students to walk and bike to school. The CSAP will include a Safe Routes to School component and community engagement and outreach.

Preparing for Establishing a Grant Agreement

The terms of the grant agreement will be in accordance with the FY 2024 SS4A NOFO and applicable Federal requirements. Below highlights key information to start becoming familiar with as the grant agreement development process begins. Note that the information below may not be applicable to all planning and/or demonstration activities included in your award.

- Scope of Activities: Your award is for New Action Plan, Supplemental Planning.
- Action Plan: The funding awarded to develop a comprehensive safety action plan or update an existing plan to meet SS4A requirements must result in a final product that includes all Action Plan components outlined in Table 1 of the NOFO. See https://www.transportation.gov/grants/ss4a/action-plan-components.
- Supplemental Planning: The funding awarded to conduct supplemental planning must result in a final written product that connects to, supports, and enhances an Action Plan.
- Demonstration Activities: The funding awarded to carry out demonstration activities must inform an Action Plan's list of selected projects and strategies and their future implementation, and/or inform another part of the Action Plan. Demonstration activities are temporary in nature, and materials to be used must also be temporary and/or easily reversible. Additionally, demonstration activities must also measure potential benefits through data collection and evaluation as part of the grant agreement. Demonstration activities are subject to additional reviews and oversight to ensure compliance with Federal requirements, including but not limited to the National Environmental Policy Act and the Manual on Uniform Traffic Control Devices. In some instances, activities that encompass multiple project phases will have a phased grant agreement that obligates funding separately for each individual phase.

- 2 CFR part 200: All SS4A awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR part 200 (NOFO p.40). We encourage awardees to take the free FHWA training on these requirements.

- Pre-Agreement Costs: No costs incurred before USDOT signs and executes the grant agreement will be reimbursed or counted toward the 20% match or cost-share requirement.

- Allowable Costs: To be considered allowable, costs incurred must be reasonable, necessary, and allocable, as described in 2 CFR Part 200 Subpart E – Cost Principles.

- Match and Cost-Sharing: Grant recipients are required to contribute no less than a 20% non-Federal match. Please review: https://www.transportation.gov/grants/ss4a/match-and-cost-share-examples.

- Maintenance Activities: Maintenance activities for an existing roadway primarily to maintain a state of good repair are not an eligible activity. (NOFO p. 17)

- Enforcement Activities: Any activities related to compliance or enforcement efforts to make our roads safer should affirmatively improve equity outcomes as part of a comprehensive approach to achieve zero roadway fatalities and serious injuries. (NOFO p. 17)

- Educational and Outreach Materials: Any educational or outreach materials charged to the grant must align with the project goals and roadway safety. Costs of promotional items and memorabilia, including models, gifts, and souvenirs are not allowable expenses. Costs of advertising and public relations designed solely to promote the non-Federal entity are unallowable (2 CFR § 200.421). USDOT's Use of DOT Funds for Public Involvement FAQs can assist in determining eligibility of related costs.

Attachment E

Revised March 2025

[Please complete all areas in red. When finished, and prior to submitting grant agreement for FHWA review, please remove the header, all drafting instructions (in Red and in the Comments Section) and change all text from red to black.]

1. Federal Award No.

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
[Insert Recipient Name]
[Insert Recipient Address]

Unique Entity Id.: [Insert UEI]
TIN No.: [Insert Tax ID]

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award – [insert date or number of months]

7. Total Amount

Federal Share:	$0
Recipient Share:	$0
Other Federal Funds:	$0
Other Funds:	$0
Total:	$0

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
[insert PR Number]

11. Federal Funds Obligated
[for phased agreement, enter phase number and name]: [Insert Amount $]

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
[insert Data]

14. Description of the Project

RECIPIENT

15. Signature of Person Authorized to Sign

_____
Signature Date
Name:
Title:

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

_____
Signature Date
Name:
Title: Agreement Officer

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Commented [U1]: Drafting Instruction: To be completed by the FHWA Office of Acquisition and Grants Management.

Commented [jgr2]: Drafting Instruction: Recipient's Name and Address should match the entity's registration information in SAM.gov and the SF-424. Any variance from the application should be discussed with the Division Office Lead Point of Contact and may require revising the SF-424.

Commented [jgr4]: Drafting Instruction: The amount information should match the SF-424 Box 18. The non-federal cost share must be a minimum 20% of the total. Any variance from the application should be discussed with the Division Office Lead Point of Contact.

Commented [jgr3]: Drafting Instruction: Insert the end date for the Period of Performance. For Planning and Demonstration Grants, this would generally be expected to be approximately 1-2 years from the effective date, but it could be longer. For Implementation Grants, this may be no more than 5 years from the effective date. This date can be inputted as a date or as the number of months expected to complete the project.

Commented [jgr5]: Drafting Instruction: To be completed by the FHWA Division Office.

Commented [U6]: Drafting Instruction: Generally, the amount of Federal Funds obligated will match the Federal share amount in Section 7. For phased agreements, insert the phase number and name along with the amount of funding to be obligated for the first (or for an amendment, the next) phase. Examples include:
- Base Phase: Pre-NEPA (includes Preliminary Design and NEPA)
- Option Phase 1: Final Design and, if applicable, Right-of-Way and Utility Relocation
- Option Phase 2: Construction

For the initial grant agreement, only include the Base Phase.

Commented [jgr8]: Drafting Instruction: To be completed by the FHWA Office of Acquisition and Grants Management.

Commented [U7]: Drafting Instruction: Provide a 1-2 sentences description of the project. If this is a phased agreement, note that in this description.

Commented [jgr9]: Drafting Instruction: If your agency has specific legal requirements that require deviating from one signature then please notify the FHWA Division Office Lead Point of Contact.

Commented [jgr10]: Drafting Instruction: Please fill in the name and title of the person who will be signing the agreement.

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U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the [insert full name of applicant] (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the [insert project name from the application].

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program,", which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2024." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

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ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: [Insert full title from the submitted application.]

Application Date: [Insert the date in Box 3 of the SF-424 submitted with the application; if Box 3 is blank, use the date the application was submitted, which is located next to the applicant's signature at the bottom of the SF-424.]

2.2 Award Amount.

SS4A Grant Amount: [$XXX]

Commented [USDOT11]: **Drafting Instruction:** Use whole dollars.

2.3 Federal Obligation Information.

Commented [USDOT12]: **Drafting Instruction:** Please list the total federal share in whole dollars. For Recipients who receive funding for both Implementation and Planning and Demonstration activities, please also include those amounts separately.

[**Alternative #1:** If all funds are being obligated at once:]

Federal Obligation Type: Single

Commented [jgr13]: **Drafting Instruction:** Choose the appropriate one of the two alternatives and delete the alternative not used. If this is a Planning Grant please choose Alternative 1. If this is an Implementation Grant or Planning and Demonstration Grant with demonstration activities, please choose Alternative 2.

[**Alternative #2:** If funds are to be obligated in multiple project phases:]

Federal Obligation Type: Multiple

Commented [jgr14]: **Drafting Instruction:** If the Federal Obligation Type is "Single" then the "Obligation Condition Table" is not required and should be deleted. If the obligation type is "Multiple", please complete the table labeling each phase of the project as listed in the examples (i.e. Base Phase, Phase 1, Phase 2).

Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
[insert name of first phase (*e.g.*, "Base Phase: Pre-NEPA")]	[$XXX]	

Commented [jgr15]: **Drafting Instruction:** This table should contain a row for each obligation, but not any other breakdown of the Project. *E.g.*, if the project consists of multiple components, but those are all being obligated together, do not break out the components here. If the project includes more than one component or location, add a table for each component or location. The SS4A Grant Allocation amount (listed in column 2) is the Federal Share of the grant.

Additional Information. To understand how this table is used and affects that Federal Obligation of funds, see Section 10.2(c)-10.2(h) in the General Terms and Conditions.

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Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
[insert name of second phase (*e.g.*, "Option Phase 1: Final Design, Right-of-Way, and Utility Relocation")]	[$XXX]	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

Commented [jgr15]: Drafting Instruction: This table should contain a row for each obligation, but not any other breakdown of the Project. *E.g.*, if the project consists of multiple components, but those are all being obligated together, do not break out the components here. If the project includes more than one component or location, add a table for each component or location. The SS4A Grant Allocation amount (listed in column 2) is the Federal Share of the grant.

Additional Information. To understand how this table is used and affects that Federal Obligation of funds, see Section 10.2(c)-10.2(h) in the General Terms and Conditions.

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Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
[insert name of third phase (*e.g.*, "Option Phase 2: Construction")]	[$XXX]	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

Commented [jgr15]: Drafting Instruction: This table should contain a row for each obligation, but not any other breakdown of the Project. *E.g.*, if the project consists of multiple components, but those are all being obligated together, do not break out the components here. If the project includes more than one component or location, add a table for each component or location. The SS4A Grant Allocation amount (listed in column 2) is the Federal Share of the grant.

Additional Information. To understand how this table is used and affects that Federal Obligation of funds, see Section 10.2(c)-10.2(h) in the General Terms and Conditions.

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2.4 Budget Period.

[Choose the appropriate one of these two alternatives.]
[**Alternative #1:** If all funds are being obligated at once:]

Budget Period: See Block 6 of Page 1

[**Alternative #2:** If funds are to be obligated in multiple project phases:]

Commented [U16]: **Drafting Instruction**: For projects with multiple phases (i.e., Section 2.3 sets the obligation type to "Multiple"), there should be a budget period for each phase of the project, and the budget period for the first phase should be included in the grant agreement at the time of execution.

Base Phase Budget Period: [insert start and end dates]

Option Phase 1 Budget Period: [reserved]

Option Phase 2 Budget Period: [reserved]

2.5 Grant Designation.

Designation: [Planning and Demonstration] or [Implementation]

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Drafting Instructions: Provide a summary of the narrative from the grant application. Provide details on the work to be completed. If this project is an action plan, supplemental plan and/or demonstration activity with no changes to the built environment, please provide a planning and demonstration narrative below.

Planning and Demonstration Narrative:

The project will be completed in [one/two/three] phases.

Base Phase: Pre-NEPA: [describe work]

Option Phase 1: Final Design, Right-of-Way, and Utility Relocation: [describe work]

Option Phase 2: Construction: [describe work]

3.2 Project's Estimated Schedule.

Commented [jgr17]: **Drafting Instruction:** If any of the dates required in 3.2 differ from the dates in the application, each difference must be described in Attachment B. If this is a phased grant agreement, then there must be a completion milestone for each phase (e.g. NEPA, ROW, etc.) . Modify the table to include the applicable milestones for each phase.

Drafting Instructions: Provide the schedule for each significant deliverable from the grant application. The purpose of this section is to ensure that all SS4A funded activities are completed before the end of the Period of Performance and/or the budget period. Use the table(s) that pertain(s) to your project and delete the others. Please add additional action plan schedules if multiple action plans will be developed. It is recommended to estimate ample time for completion of each component of the project, factoring in the time required for grant agreement execution.

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Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	[insert date]
Planned SS4A Final Report Date:	[insert date]

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	[insert date]
Planned Construction Substantial Completion and Open to Public Use Date:	[insert date]
Planned SS4A Final Report Date:	[insert date]

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	[insert date]
Planned SS4A Final Report Date:	[insert date]

Implementation Schedule (Construction)

Milestone	Schedule Date
Planned NEPA Completion Date:	[insert date]
Planned Construction Substantial Completion and Open to Public Use Date:	[insert date]
Planned SS4A Final Report Date:	[insert date]

Implementation Schedule (Non-Construction)

Milestone	Schedule Date
Planned Activity Completion Date:	[insert date]
Planned SS4A Final Report Date:	[insert date]

Commented [jgr18]: Drafting Instruction: The SS4A Final Report refers to Section F, 3(ii) of the FY 2024 SS4A NOFO which states that all award recipients shall submit a report by the end of the period of performance that describes the costs of each eligible project and strategy carried out using the grant; the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as identified in the grant application and measured by data, to the maximum extent practicable; the percent of funds spent in, and providing benefits to, underserved communities; and the lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.

Commented [jgr19]: Drafting Instruction: If NEPA has been completed prior to grant agreement execution, then this row may be deleted from the table.

Commented [jgr20]: Drafting Instruction: If NEPA has been completed prior to grant agreement execution, then this row may be deleted from the table.

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3.3 Project's Estimated Costs.

Provide the costs from the grant application. Any changes should be documented in Attachment B.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	[$XXX]
Other Federal Funds:	[$XXX]
State Funds:	[$XXX]
Local Funds:	[$XXX]
In-Kind Match:	[$XXX]
Other Funds:	[$XXX]
Total Eligible Project Cost:	[$XXX]

Commented [JEB21]: **Drafting Instruction:** Insert a footnote below the table to identify all Other Federal Fund source(s).

Note: Any Recipient that intends to use funding under Title 23, United States Code, should discuss this with the Division Office Lead Point of Contact prior to completing the grant agreement.

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Drafting Instructions: Utilize the descriptions from the SF-424C (https://www.grants.gov/forms/forms-repository/sf-424-family) to determine what cost goes in each row. This table is only needed for Planning and Demonstration Grants with demonstration activities and Implementation Grants.

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses			
Land, structures, rights-of-way, appraisals, etc.			
Relocation expenses and payments			
Architectural and engineering fees			
Other architectural and engineering fees			
Project inspection fees			
Site work			
Demolition and removal			
Construction			
Equipment			
Miscellaneous			
Contingency			
Project Total			

[If no costs are anticipated in a category, remove the row from the table. Remove the table if this is a Planning and Demonstration Grant with no demonstration activities.]

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(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

[*Insert information for the person designated as the official contact. This person must be employed by the Recipient organization and shall not be a consultant.]*

[enter name]
[enter job title]
[enter organization]
[enter address]
[enter telephone]
[enter email address]

4.2 Recipient Key Personnel.

[Insert name of key personnel who will be responsible for completing the task. Add rows to identify as many key personnel as necessary.]

Name	Title or Position
[Insert name]	[insert title]

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

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Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – [enter name of State]
Agreement Officer's Representative (AOR)
[enter Division Office address]
[enter Division Office telephone]
[enter Division Office email address]

and

[enter name]
[enter State] Division Office Lead Point of Contact
[enter job title]
[enter address]
[enter telephone]
[enter Division Office Email Address]

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ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the

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DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

Commented [USDOT22]: **Drafting Instruction:** DOT and FHWA will consider whether additional special grant terms are needed on a project-by-project basis. For example, special grant terms may be considered for a project that requires agreements with a railroad. If this SS4A project will be carried out in phases and each phase will require a separate obligation of SS4A funds, please contact the FHWA Office of Acquisition and Grants Management agreement specialist for information about phasing the obligations in this agreement.

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the [Action Plan] [Supplemental Action Plan] will be made publicly available and agrees that it will publish the final [Action Plan] [Supplemental Action Plan] on a publicly available website.

Commented [jgr23]: **Drafting Instruction:** If this is a Planning and Demonstration Grant that includes either an Action Plan or a supplemental plan, please choose Action Plan or Supplemental Action Plan. If this does not apply, please delete clause 6.4 and re-number.

6.5 The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.

Commented [jgr24]: **Drafting instruction:** If this is not a Planning and Demonstration Grant, please remove clause 6.5 and re-number.

6.6 The Recipient of an Implementation Grant agrees to update its Action Plan within two years of the date of this agreement to: align with all Comprehensive Safety Action Plan components in Table 1 of the SS4A FY 2024 NOFO corresponding with any "no" responses in the Self-Certification Eligibility Worksheet; ensure that the Action Plan's safety focus includes all road users, including pedestrians, bicyclists, and motor vehicle safety; and ensure that the Action Plan was last updated not more than three years prior.

Commented [jgr25]: **Drafting instruction:** If this is not an Implementation Grant, please remove clause 6.6 and re-number.

6.7 The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

Commented [jgr26]: **Drafting Instruction:** For phased agreements, please include clauses 6.7 and 6.8. If this is not a phased grant agreement, please remove clauses 6.7 and 6.8 and re-number.

6.8 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and

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conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

6.9 The Recipient must coordinate its supplemental planning and/or demonstration activities with the jurisdiction that has an existing Action Plan in place that was used to apply for the supplemental planning and/or demonstration activities.

Commented [jgr27]: **Drafting Instructions:** This clause is for Recipients that applied for supplemental planning and/or demonstration activities without its own Action Plan, and thus must coordinate with a higher level jurisdiction that has an Action Plan, that overlaps with the Recipient's jurisdiction; the Recipient's supplemental planning and/or demonstration activities must inform that jurisdiction's Action Plan. If this does not apply, please remove this clause and renumber.

6.10 There are no other special grant requirements.

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ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: [Insert description of the project location]

Baseline Measurement Date: [insert date when the Recipient anticipates beginning the construction of the project]

Baseline Report Date: [insert date two months after the Baseline Measurement Date]

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs [for all Grants]	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits [for Implementation Grants and Planning and	Quantitative Project Benefits: Quantification of evidence-based projects	Within 120 days after the end of the

Commented [jgr28]: Drafting Instructions: All Recipients must complete the Study Area. Demonstration and Implementation Grant recipients must insert dates for the Baseline Measurement Date and Baseline Report Date, but other planning grant recipients are not required to include the Baseline fields and may delete them. Delete the rows in the performance measure table that do not apply to this grant agreement.

Additional Information: See Section 3 of the SS4A FY 2024 NOFO for details on Reporting. Performance measures are required for all SS4A projects. Budget and recipient performance information will be gathered on a quarterly basis in the SF-425 and Quarterly Performance Progress Report. To fulfill the data collection requirements and in accordance with the USDOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management, for data and information outputs acquired or generated during the grant. Refer to Article 14 in the Terms and Conditions for additional information. See Article 14 of the General Terms and Conditions for context on how this table is used to establish the data collection and reporting requirements.

Commented [USDOT29]: Drafting Instruction: This Baseline Measurement date should be as current as possible before the start of construction.

Commented [USDOT30]: Drafting Instruction: This Baseline Report Date should be not more than 2 months after the Baseline Measurement Date.

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Measure	Category and Description	Measurement Frequency and Reporting Deadline
Demonstration Grants with demonstration activities]	or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	period of performance
Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

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ATTACHMENT B
CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope:

Schedule:

Budget:

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

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ATTACHMENT C

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ATTACHMENT D

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ATTACHMENT E
LABOR AND WORKFORCE

Commented [USDOT31]: **Additional Information.** NOFO section F.2.vi requires each applicant selected for SS4A grant funding to demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. To the extent that applicants have not sufficiently considered job quality and labor rights in their planning, as determined by the Department of Labor, the applicants will be required to do so before receiving funds, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335). More information can be found in Article 24 of the Terms and Conditions.

Commented [USDOT32]: **Drafting Instruction:** Insert an "X" in the left column of one or more rows of this table for each effort included in your application. For each row marked, follow the relevant instructions describing what information should be placed in the supporting narrative.

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

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2. Supporting Narrative.

[Insert supporting text, as described in the table above.]

Commented [U34]: **Drafting Instruction:** This narrative should be only if necessary to address the prompts for the checked rows in the preceding table.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

Commented [jgr35]: **Drafting Instructions:** Only complete this attachment if the grant includes the purchase of Information Technology and/or Operational Technology.

Additional Information. SS4A NOFO section F.2.viii requires each applicant selected for SS4A grant funding to demonstrate, prior to the signing of the grant agreement, efforts to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. Award recipients that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving Implementation Grant funds for construction, consistent with Presidential Policy Directive 21, Critical Infrastructure Security and Resilience and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Additionally, funding recipients must follow 2 CFR § 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment. This is also addressed in Article 25 of the Terms and Conditions.

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

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[Insert supporting text, as described in the table above.]

Commented [U36]: Drafting Instruction: This narrative should be only if necessary to address the prompts for the checked rows in the preceding table.

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ATTACHMENT G

Commented [USDOT37]: **Additional Information.** For additional context on how the Recipient Type designation is used, see section 26.1 in the General Terms and Conditions.

[RESERVED]

Attachment F

Project List for Highway Safety Improvement Program (HSIP) Cycle 12

(Sort by Caltrans District and Agency Name)

* Application Category: **BCR** = Benefit-Cost Ratio; **SA-PedCrossing** = Set-aside for Pedestrian Crossing Enhancements; **SA-Guardrail** = Set-aside for Guardrail Upgrade; **SA-Edgelines** = Set-aside for Installing Edgelines; **SA-Bike Safety** = Set-aside for Bike Safety Improvement.

No.	Unique Project ID	Original Application ID	Caltrans District	Agency Name	State Senate District(s)	State Assembly District(s)	County	MPO	Location of Work	Description of Work	Project Cost	HSIP Funds	Application Category*	Funding Type (State/Federal)
239	H12-08-040	08-Yucaipa-1	8	Yucaipa	19	47	San Bernardino County	SCAG	Yucaipa Blvd (15 locations), Oak Glen Rd (8 locations), Bryant St (1 location), Wildwood Canyon Rd (1 location), Sand Canyon Rd (3 locations), Avenue E (1 location) and County Line Rd (1 location).	Upgrade signal heads with reflective tape and new backplates.	$ 397,200	$ 357,480	BCR	State
240	H12-09-001	09-Inyo County-1	9	Inyo County	4	26	Inyo County	RURAL	Trona-Wildrose Road (Slate Pass area).	Install signs and high friction surface treatment (HFST).	$ 518,200	$ 466,380	BCR	State
241	H12-09-002	06-Kern Council of Governments-1	9	Kern Council of Governments	12	34	Kern County	KCOG	A 2 mile segment of SR 58 in Kern County near California City and Edwards AFB North Gate entrance, from the SR 58 Intersection of California City Blvd to existing SR 58 freeway interchange at 140th St.	Reduce left-turn conflict at intersection.	$ 4,520,000	$ 2,468,000	BCR	Federal
242	H12-09-003	09-Town of Mammoth Lakes-1	9	Mammoth Lakes	4	8	Mono County	RURAL	Intersection of State Route 203 and Mountain Boulevard.	Install new crosswalk including the reconstruction of the north ADA ramp, the construction of a new ADA ramp on the south landing, striping, and installation of new posts, mast arms, and Rectangular Rapid Flashing Beacon (RRFB) system.	$ 869,500	$ 350,000	SA-PedCrossing	State
243	H12-09-004	09-Ridgecrest-1	9	Ridgecrest	12	32	Kern County	KCOG	Las Flores Avenue at Sierra View Street.	Upgrade the uncontrolled crosswalk with a HAWK signal.	$ 388,900	$ 350,000	SA-PedCrossing	State
244	H12-09-005	09-RIDGECREST-1a	9	Ridgecrest	12	32	Kern County	KCOG	Existing bike lanes along the following roadways: Ward Ave, Drummond Ave, Los Flores Ave, Ridgecrest Blvd, Upjohn Ave, Bowman Rd, Mahan St, Downs St, Norma St, China Lake Blvd, French Ave, Sunland St, Gateway Blvd, Richmond Rd, College Heights Blvd.	Upgrade bike lanes.	$ 1,754,600	$ 1,579,140	BCR	Federal
245	H12-09-006	09-RIDGECREST-1b	9	Ridgecrest	12	32	Kern County	KCOG	Existing bike lanes along the following roadways; Ward Ave, Drummond Ave, Los Flores Ave, Upjohn Ave, Bowman Rd, Downs St, Norma St, China Lake Blvd, and Gateway Blvd.	The City proposes systematic improvements to 18.2 miles of roadways with bike lanes throughout the City to improve consistency, and to be in compliance with the current CA MUTCD.	$ 1,496,200	$ 1,346,580	BCR	Federal
246	H12-09-007	09-RIDGECREST-2a	9	Ridgecrest	12	32	Kern County	KCOG	14 signalized intersections on Downs Street, Norma Street, Drummond Ave, Bowman Rd, and China Lake Blvd.	Upgrade the signal hardware back-plates with retroreflective border and replace signal heads.	$ 543,500	$ 489,150	BCR	State
247	H12-09-008	09-RIDGECREST-2b	9	Ridgecrest	12	32	Kern County	KCOG	14 signalized intersections on Downs Street, Norma Street, Drummond Ave, Bowman Rd, and China Lake Blvd.	Upgrade the signal hardware back-plates with retroreflective border.	$ 207,000	$ 186,300	BCR	State
248	H12-10-001	10-CALAVERAS COUNTY-1	10	Calaveras County	4	8	Calaveras County	RURAL	SR 4 and Pennsylvania Gulch Road.	Install approximately 1050 feet of sidewalks, upgrade / install ADA curb ramps, and upgrade / install crosswalks.	$ 391,800	$ 350,000	SA-PedCrossing	State
249	H12-10-002	10-Manteca-1	10	Manteca	5	9	San Joaquin County	SJCOG	Signalized intersections: 42 traffic signals; Cottage Ave & North St, Yosemite Ave & Fremont St.; Unsignalized intersection: Spreckels Ave & Norman Dr.; Roadway segments: Mission Ridge Dr (Syrah Ct to S Main St) and Yosemite Ave (Cottage to Commerce Ave).	Implement systemic signal improvements: retro-reflective backplates and leading pedestrian interval (LPI) at 42 signals; install protected left-turn phases at two signals; implement pedestrian crossing improvements at the unsignalized intersection; install roadway median and lighting improvements.	$ 2,610,500	$ 2,349,450	BCR	Federal
250	H12-10-003	10-San Joaquin County-1	10	San Joaquin County	5	9, 13	San Joaquin County	SJCOG	Seventeen (17) signalized intersections throughout unincorporated San Joaquin County.	Replace 203 existing signal heads, install 9 new signal heads on existing poles, and install 1 new signal head on a new pole.	$ 508,900	$ 458,010	BCR	State
251	H12-10-004	10-San Joaquin County-2	10	San Joaquin County	5	9, 13	San Joaquin County	SJCOG	Roads at San Joaquin County bridges numbered: 29C-082, 29C-147, 29C-158, 29C-159, 29C-160, 29C-162, 29C-163, 29C-214, 29C-215 and 29C-231.	Upgrade guardrails, end treatments and terminal systems.	$ 1,111,000	$ 999,900	SA-Guardrail	Federal
252	H12-10-005	10-San Joaquin County-3	10	San Joaquin County	5	9, 13	San Joaquin County	SJCOG	Fifteen (15) intersections in unincorporated San Joaquin County.	Install intersection lighting and advance warning flashing beacons.	$ 5,430,200	$ 4,887,180	BCR	Federal
253	H12-10-006	10-Stanislaus County-1	10	Stanislaus County	4	22	Stanislaus County	STANCOG	Various locations.	Install retroreflective backplates.	$ 601,000	$ 540,900	BCR	State
254	H12-10-007	10-Stockton-03	10	Stockton	5	13	San Joaquin County	SJCOG	Carolyn Weston Blvd at French Camp Slough, Arch Airport Overpass, Eight Mile Road at Pixley Slough Bridge, West Lane at Calaveras River, Eight Mile Road & Hwy 99 W Frontage Road, Myrtle St west of Hwy 99, and Hwy 99 W Frontage Road at Mosher Slough.	Remove existing guardrails and replace with Midwest Guardrail System (MGS) guardrails.	$ 930,000	$ 837,000	SA-Guardrail	State
255	H12-10-008	10-Stockton-1	10	Stockton	5	13	San Joaquin County	SJCOG	The intersections at Fred Russo Lane and March Lane, Precissi Lane and March Lane, and Montauban Avenue and Hammer Lane.	Install protected left-turn signal heads, larger signal lens, retro-reflective back-plates, high reflectivity lane and crosswalk markings, traffic video detection system, and accessible pedestrian signals & near side signal heads at select locations.	$ 2,195,100	$ 1,975,590	BCR	Federal
256	H12-10-009	10-Stockton-2	10	Stockton	38	5	San Joaquin County	SJCOG	B Street intersections at Industrial Drive and Boeing Way.	Construct roundabouts.	$ 2,857,900	$ 2,572,110	BCR	Federal
257	H12-10-010	10-Tracy-1	10	Tracy	5	13	San Joaquin County	SJCOG	Multiple unsignalized intersections and 2 roadway segments throughout the City of Tracy.	Install larger stop signs, update intersection parking marking, and improve sight distance at identified unsignalized intersections throughout the city systematically.	$ 1,153,600	$ 1,038,240	BCR	State
258	H12-10-011	10-Tuolumne County-1	10	Tuolumne County	4	8	Tuolumne County	RURAL	The non-signalized intersection at Tuolumne Road, Black Oak Road, and Woodhams Carne Road.	Add lighting, improve sight distance for vehicles, and install high-friction surface treatment (HFST) approaching and through the intersection.	$ 806,500	$ 725,850	BCR	State
259	H12-10-012	10-Tuolumne County-2	10	Tuolumne County	4	8	Tuolumne County	RURAL	Multiple guardrail locations on Bonds Flat Road, La Grange Road, O'Byrnes Ferry Road, Parrotts Ferry Road, Rawhide Road, Kewin Mill Road, and Longeway Road.	Remove and replace existing guardrail systems with upgraded steel-post Midwest Guardrail System (MGS) guardrails.	$ 1,109,400	$ 998,460	SA-Guardrail	Federal
260	H12-10-013	10-Tuolumne County-3	10	Tuolumne County	4	8	Tuolumne County	RURAL	Tuolumne Road from Mono Way in East Sonora to Tuolumne Road North in Tuolumne City.	Enhance the centerline striping with the addition of recessed retroreflective pavement markers.	$ 147,200	$ 132,480	BCR	State

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

ADOPTING LIST OF PROPOSED PROJECTS FOR FISCAL YEAR 2025-2026 FUNDED BY SENATE BILL 1 (SB 1): THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017, to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Tracy are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Tracy must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Tracy, will receive an estimated $2,534,710 in RMRA funding in Fiscal Year 2025-2026 from SB 1; and

WHEREAS, this is the ninth year in which the City of Tracy is receiving SB 1 funding and will enable the City of Tracy to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Tracy has undergone a robust public process to ensure public input into our community's transportation priorities the project list; and

WHEREAS, the City of Tracy used a Pavement Management System coupled with planned transportation projects and Staff's review to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Tracy maintain and rehabilitate streets/roads throughout the City this year; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City of Tracy's streets and roads are in a "lower risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide; now therefore, be it

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

1. The foregoing recitals are true and correct.

2. The newly proposed projects in the Exhibit 1 will be funded in-part or solely with Fiscal Year 2025-2026 Road Maintenance and Rehabilitation Account revenues:

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

The foregoing Resolution 2025-_____ was adopted by the City Council on the 3rd day of June 2025 by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Project Details

Exhibit 1

Title	Description	Location	Component	Priority Status	Est. Schedule		Useful Life		Assem	Senate
					Start	Complete	Min	Max		
Pavement Rehabilitation Project FY 25-26	This project will include: ADA Curb Ramp Installation (New), ADA Curb Ramp Rehab/Repair (Existing), Bicycle Lane Rehab/Repair (Existing), Cost Estimating, Document Preparation, Environmental Study/Documents, Pavement Rehab/Repair (Existing), Paving and/or Striping Installation (New Safety), Paving and/or Striping Rehab/Repair (Existing Safety), Preliminary Design, Project Scope Development, Sidewalk and/or Crosswalk Installation (New), Sidewalk and/or Crosswalk Rehab/Repair (Existing), Traffic Signals, Lights, and/or Signage Installation (New Safety), Traffic Signals, Lights, and/or Signage Rehab/Repair (Existing Safety)	Subdivisions of Almondwood, Centennial, Victoria Park, Santana, Sycamore Village, Fairhaven	Pre-Construction and Construction	New 25/26	12/2025 12/2026	12/2026 12/2027	10	15	13	5
Highway Safety Improvement Program (HSIP Cycle 11)	This project will include: Cost Estimating, Document Preparation, Environmental Study/Documents, Preliminary Design, Project Scope Development, Traffic Signals, Lights, and/or Signage Rehab/Repair (Existing Safety)	Street Sweeping Zones 1 to 10. https://maps.cityoftracy.org/portal/apps/webappviewer/index.html?id=f215f1c1e4b4411a9fe0d5bdde248501	Pre-Construction and Construction	New 25/26	07/2025 05/2026	03/2026 12/2027	5	10	13	5
Safe Streets and Roads for All (SS4A Grant) FY 24	This project will include: Comprehensive Safety Action Plan with embedded Safe Routes To School (SRTS) Master Plan	Citywide	Pre-Construction	New 25/26	12/2025	06/2027	5	10	13	5
Highway Safety Improvement Program (HSIP Cycle 12)	This project will include: Cost Estimating, Environmental Study/Documents, Paving and/or Striping Rehab/Repair (Existing Safety), Preliminary Design, Project Scope Development, Traffic Signals, Lights, and/or Signage Installation (New Safety)	Street Sweeping Zones 1 to 10. https://maps.cityoftracy.org/portal/apps/webappviewer/index.html?id=f215f1c1e4b4411a9fe0d5bdde248501	Pre-Construction and Construction	New 25/26	12/2025 03/2027	12/2026 03/2028	5	10	13	5

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

ACCEPTING THE STATE OF CALIFORNIA HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 11 GRANT IN THE AMOUNT OF $2,358,630:

(A) APPROPRIATING $400,000 FROM GAS TAX FUND (FUND 245) TO COMPLETE THE DESIGN PHASE OF THE PROJECT AND $262,070 FROM SB 1 FUNDS (FUND 248) TO SATISFY THE 10% LOCAL MATCH REQUIREMENT TO CAPITAL IMPROVEMENT PROJECT (CIP) 73203, FOR A TOTAL PROJECT AMOUNT OF $3,020,700, AND

(B) AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTUATE THE HSIP CYCLE 11 GRANT

WHEREAS, the City of Tracy (City) applied for the State of California Highway Safety Improvement Program (HSIP) Cycle 11 grant opportunity for the City Wide Safety Improvement Project for signalized intersections, CIP 73203 (Project), in September 2022; and

WHEREAS, the Project includes installation of back-plates with retroreflective borders, upgrade signal lenses and head wherever appropriate, implementation of leading pedestrian interval at all eligible intersections and upgradation / replacement of 22 controllers and 41 battery backup system; and

WHEREAS, City staff was informed that the City's HSIP Cycle 11 application was selected for an award in the amount of $2,358,630 in March 2023; and

WHEREAS, the HSIP Cycle 11 grant accounts for 90% of the total Project construction cost and requires a local match of 10%; and

WHEREAS, City staff requested that the City Council adopt a list of proposed projects for Fiscal Year 2025-2026 funded by Senate Bill 1 (SB 1): The Road Repair and Accountability Act of 2017. Once adopted, the list will be submitted to the California Transportation Commission (CTC) for anticipated funding of $2,534,710. This amount is based on revenues that the City anticipates receiving from the Road Maintenance and Rehabilitation Account (RMRA) as part of SB 1; and

WHEREAS, this project is listed to receive Fiscal Year 2025-2026 SB 1 funds; and

WHEREAS, the staff requests that the City Council accept the HSIP Cycle 11 grant award of $2,358,630 and appropriate funds from gas taxes (Fund 245) in the amount of $400,000 to CIP 73203 to complete the design phase of the project and SB 1 fund in the amount of $262,070 for the 10% local match required for the grant; and

WHEREAS, for administrative efficiency, staff requests that the City Council provide authorization for the City Manager to execute all documents related to this grant as long as the

documents are in acceptable form to the City Attorney's Office and within the Project budget as approved by the City Council; now, therefore, be it

RESOLVED: That the City Council of The City of Tracy hereby accepts the State of California Highway Safety Improvement Program (HSIP) Cycle 11 Grant in the amount of $2,358,630; and be it

FURTHER RESOLVED: That the City Council hereby appropriates to Capital Improvement Project 73203 (A) $400,000 in funds from Gas Tax Fund (Fund 245) to complete the design phase of the project (B) $262,070 from SB 1 funds (Fund 248) to provide for the local match and (C) the total HSIP Cycle 11 grant funds, for a total project amount of $3,020,700; and be it

FURTHER RESOLVED: That the City Council hereby authorizes the City Manager to execute the HSIP Cycle 11 grant related documents to effectuate the grant as long as the documents are in acceptable form to the City Attorney's Office and within the Project budget approved by the City Council; and be it

FURTHER RESOLVED: That the action of accepting the HSIP Cycle 11 grant and adopting a list of projects for City's portion of SB 1 fund is categorically exempt from the California Environmental Quality Act (CEQA) review under CEQA Guidelines Section 15378(b)(5).

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 3rd day of June 2025 by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

ACCEPTING THE FISCAL YEAR (FY) 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF $780,000:

(A) APPROPRIATING $195,000 FROM SB 1 FUNDS (FUND 248) TO CIP 73204 TO SATISFY 20% LOCAL MATCH REQUIREMENT, FOR A TOTAL PROJECT AMOUNT OF $975,000, AND

(B) AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AND ALL OTHER REQUIRED DOCUMENTS TO EFFECTUATE THE FY 2024 SS4A GRANT

WHEREAS, the City of Tracy (City) applied for the Fiscal Year (FY 2024) Safe Streets and Roads for All (SS4A) Grant opportunity from United States Department of Transportation for the Comprehensive Safety Action Plan, CIP **73204** (Project), in August 2024; and

WHEREAS, the Project will develop the tools to strengthen City's approach to traffic safety and is intended to meet the needs of all communities including underserved communities, where the travel experience is significantly different. The CSAP will incorporate a broad public education and awareness campaign that will make all communities within the city an active partner in the creation and implementation of the plan. It will also consider other factors in addition to safety, including equitable investment in the safety needs of underserved communities. School safety was identified as a factor in the City's Local Roadway Safety Plan and therefore, a "Safe Routes To School" (SRTS) component will also be embedded within the CSAP, which will include a complete study and engagement with each of the City's schools to determine gaps within the pedestrian and bicycle infrastructure and to develop programs to encourage more students to walk and bike to school. The SRTS Master Plan will look at all schools within the Tracy School Districts; and

WHEREAS, City staff was informed that the City's FY 2024 SS4A grant application was selected for an award in the amount of $780,000 in November 2024; and

WHEREAS, the SS4A grant accounts for 80% of the total Project cost and requires a local match of 20%; and

WHEREAS, City staff requested that the City Council adopt a list of proposed projects for Fiscal Year 2025-2026 funded by Senate Bill 1 (SB 1): The Road Repair and Accountability Act of 2017. Once adopted, the list will be submitted to the California Transportation Commission (CTC) for anticipated funding of $2,534,710. This amount is based on revenues that the City anticipates receiving from the Road Maintenance and Rehabilitation Account (RMRA) as part of SB 1; and

WHEREAS, this project is listed to receive Fiscal Year 2025-2026 SB 1 funds; and

WHEREAS, the staff requests that the City Council accept the FY 2024 SS4A grant award of $780,000 and appropriate funds from SB 1 fund (Fund 248) in the amount of $195,000 for the 20% local match required for the grant; and

WHEREAS, for administrative efficiency, staff requests that the City Council provide authorization for the City Manager to execute grant agreement, and all documents related to this grant as long as the documents are in acceptable form to the City Attorney's Office and within the Project budget as approved by the City Council; now, therefore, be it

RESOLVED: That the City Council of The City of Tracy hereby accepts the Fiscal Year (FY 2024) Safe Streets and Roads for All (SS4A) Grant from United States Department of Transportation in the amount of $780,000; and be it

FURTHER RESOLVED: That the City Council hereby appropriates to Capital Improvement Project **73204** (A) $195,000 from SB 1 funds (Fund 248) to provide for the local match and (B) the total FY 24 SS4A grant funds, for a total project amount of $975,000; and be it

FURTHER RESOLVED: That the City Council hereby authorizes the City Manager to execute the FY 2024 SS4A grant related documents to effectuate the grant as long as the documents are in acceptable form to the City Attorney's Office and within the Project budget approved by the City Council; and be it

FURTHER RESOLVED: That the action of accepting the FY 2024 SS4A grant and adopting a list of projects for the City's portion of SB 1 fund is categorically exempt from the California Environmental Quality Act (CEQA) review under CEQA Guidelines Section 15378(b)(5).

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 3rd day of June, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

ACCEPTING THE STATE OF CALIFORNIA HSIP CYCLE 12 GRANT IN THE AMOUNT OF $1,038,240:

(A) APPROPRIATING $115,360 FROM SB 1 FUNDS (FUND 248) TO CIP 73205 TO SATISFY THE 10% LOCAL MATCH REQUIREMENT, FOR A TOTAL PROJECT AMOUNT OF $1,153,600, AND

(B) AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTUATE THE HSIP CYCLE 12 GRANT

WHEREAS, the City of Tracy (City) applied for the State of California Highway Safety Improvement Program Cycle 12 (HSIP) grant opportunity for the City Wide Systematic Safety Improvement Project for unsignalized intersections, CIP **73205** (Project), in September 2024; and

WHEREAS, the project includes installation of a combination of engineering countermeasures such as larger stop signs, updating intersection parking marking, and improving sight distance at identified unsignalized intersections throughout the city systematically; and

WHEREAS, City staff was informed that the City's HSIP Cycle 12 application was selected for an award in the amount of $1,038,240 in February 2025; and

WHEREAS, the HSIP Cycle 12 grant accounts for 90% of the total Project cost and requires a local match of 10%; and

WHEREAS, City staff requested that the City Council adopt a list of proposed projects for Fiscal Year 2025-2026 funded by Senate Bill 1 (SB 1): The Road Repair and Accountability Act of 2017. Once adopted, the list will be submitted to the California Transportation Commission (CTC) for anticipated funding of $2,534,710. This amount is based on revenues that the City anticipates receiving from the Road Maintenance and Rehabilitation Account (RMRA) as part of SB 1; and

WHEREAS, this project is listed to receive Fiscal Year 2025-2026 SB 1 funds; and

WHEREAS, the staff requests that the City Council accept the HSIP Cycle 12 grant award of $1,038,240 and appropriate funds from SB 1 fund (Fund 248) in the amount of $115,360 for the 10% local match required for the grant; and

WHEREAS, for administrative efficiency, staff requests that the City Council provide authorization for the City Manager to execute all documents related to this grant as long as the

documents are in acceptable form to the City Attorney's Office and within the Project budget as approved by the City Council; now, therefore, be it

RESOLVED: That the City Council of The City of Tracy hereby accepts the State of California Highway Safety Improvement Program Cycle 12 (HSIP) Grant in the amount of $1,038,240; and be it

FURTHER RESOLVED: That the City Council hereby appropriates to Capital Improvement Project **73205** (A) $115,360 from SB 1 funds (Fund 248) provide for the local match and (B) the total HSIP Cycle 12 grant funds, for a total project amount of $1,153,600; and be it

FURTHER RESOLVED: That the City Council hereby authorizes the City Manager to execute the HSIP Cycle 12 grant and all necessary documents to effectuate the grant as long as the documents are in acceptable form to the City Attorney's Office and within the Project budget approved by the City Council; and be it

FURTHER RESOLVED: That the action of accepting the HSIP Cycle 12 grant and adopting a list of projects for the City's portion of SB 1 fund is categorically exempt from the California Environmental Quality Act (CEQA) review under CEQA Guidelines Section 15378(b)(5).

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 3rd day of June, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 3, 2025

Agenda Item 1.L

RECOMMENDATION

Staff recommends that the City Council adopts a resolution authorizing the following amendments to the City's Classification and Compensation Plan and Master Salary Schedule:

(1) Add the classifications of Senior Construction Inspector, Senior Utility Mechanic, Senior Laboratory Technician, and Legislative Analyst.
(2) Add salary range for part-time Limited-Service Police Cadet position.
(3) Amendments to the existing classification of Supervising Construction Inspector to reflect modifications of job duties and increase the bi-weekly salary range for the Supervising Construction Inspector from $4,140.68 - $5,032.65 to $4,414.96 - $5,366.43 bi-weekly.

EXECUTIVE SUMMARY

The City's Classification and Compensation Plans and Master Salary Schedule contain the job descriptions and classifications of all City personnel, as well as salary ranges. Periodically, the Human Resources Department receives requests to review existing classification specifications or to develop new classification specifications to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, experience, and/or service needs. Following the review of organizational needs in multiple departments, staff is recommending updates to align with departmental priorities.

This proposed action is to establish the classifications and salary ranges for the new Senior Construction Inspector, Senior Utility Mechanic, Senior Laboratory Technician, and Legislative Analyst positions, add the salary range for the part-time Limited-Service Police Cadet, and amend the existing classification and salary of the Supervising Construction Inspector.

BACKGROUND AND LEGISLATIVE HISTORY

Periodically, the Human Resources Department receives requests to review existing classification specifications or to develop new classification specifications to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, experience, and/or service needs. Due to department reviews for organizational needs, the classifications of Senior Construction Inspector, Senior Utility Mechanic, and Senior Laboratory Technician were created. Revisions were made to the existing classification of Supervising Construction Inspector and staff is recommending the proposed classification updates to align with departmental priorities.

The Public Employees' Retirement Law governs the California Public Employees' Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires that the City Council approves the rate of pay for classification titles in a publicly available pay schedule for employees who are members of CalPERS. Under the City's Personnel Rules (Section 3.1.6), the City Council must approve the Classification and Compensation Plans and any amendments to said plans. State law requires that Council approve

a Master Salary Schedule reflecting the salaries of all personnel. Under California Government Code § 37206, in general-law cities, the city council prescribes the time and method of payment of salaries and wages of officers and employees by ordinance or resolution.

ANALYSIS

Staff is recommending modifications to the City's Classification and Compensation Plan to establish the organizational structure that meets operational needs. The establishment of these senior level positions will allow the respective divisions to operate more efficiently by providing lead worker oversight of less experienced staff allowing supervisors to focus on higher level responsibilities.

New Classifications

Senior Construction Inspector

The Construction Division is responsible for completing inspections of public works construction and capital improvement projects of City infrastructure in compliance with applicable laws and regulations. The Senior Construction Inspector was created to provide lead-level oversight and assist the Supervising Construction Inspector by providing lead direction and training to less experienced construction inspection staff. This position will be relied upon as the advanced level classification in the Construction Inspector series and will work under general supervision and exercise a high level of discretion and independent judgment in performing routine to complex construction inspection duties. This position will assist the division with achieving its goals and will provide onsite lead worker oversight to allow the Supervising Construction Inspector to focus on higher level duties.

Staff recommends the salary range for the Senior Construction Inspector at $4,013.60 - $4,878.58 bi-weekly. The salary range recommendation was determined with consideration of internal equities of similar classifications.

Senior Utility Mechanic

The Senior Utility Mechanic is a new classification that will serve as the advanced journey-level classification in the Utility Mechanic series. This position will perform the full range of duties related to the repair and maintenance of the City's water and wastewater infrastructure. This position will also serve in a lead capacity to train and provide lead direction to less experienced staff. Establishment of this classification bridges the gap between the Utility Mechanic series and the Utilities Maintenance Supervisor classification providing a natural career progression.

Staff recommends the salary range for the Senior Utility Mechanic at $3,751.92 - $4,560.48 bi-weekly. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

Senior Laboratory Technician

The Senior Laboratory Technician is a new classification that will serve as the advanced journey-level classification in the Laboratory Technician series. This position will perform the full range of duties related to water and wastewater laboratory analysis in accordance with state

and Environmental Protection Agency guidelines. This position will also serve in a lead capacity to train employees assigned to the utilities division laboratory.

Staff recommends the salary range for the Senior Laboratory Technician at $3,206.00 – $3,896.91 bi-weekly. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

Legislative Analyst

The Legislative Analyst is a new classification that will perform specialized legislative, administrative, and confidential staff support to the City Manager's Office, including researching and analyzing local, state and federal legislation, and policymaking activities to determine the impact on City operations and initiatives.

Additional responsibilities for this position include developing and implementing policies and procedures for assigned programs and extensive research and analysis for the City Manager's Office as there is no current analytical support.

Staff recommends the salary range for the Legislative Analyst at $4,251.09 – $5,167.23 bi-weekly. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

Police Cadet (Part-time)

In an effort to enhance the Police department's long-term recruitment strategy and strengthen the development of future law enforcement professionals, the department is establishing a part-time Police Cadet program. This new initiative is specifically designed to bridge the critical gap between the existing Police Explorer program and the Police Trainee classification, creating a seamless, structured pathway for young individuals aspiring to a career in law enforcement.

The Police Explorer program has long served as an introductory opportunity for high school-aged youth to engage with and learn about the law enforcement profession through mentorship, hands-on activities, and community involvement. While successful in sparking interest and building foundational knowledge, the Explorer Program ends once participants age out, leaving a developmental gap before individuals become eligible for employment as Police Trainees.

The proposed part-time Police Cadet position addresses this gap by offering paid, part-time employment to young adults—typically between the ages of 18 and 21—who have successfully completed the Explorer Program or have demonstrated a strong interest in a law enforcement career. Cadets will gain valuable experience by working alongside department personnel in a variety of support and administrative roles and contributing to community outreach efforts. The program is designed to provide insight into the professional responsibilities of police officers while reinforcing the department's values of service, integrity, and excellence.

The part-time Police Cadet position is part of the Limited-Service which includes, temporary, part-time, and seasonal positions. Per the City of Tracy Personnel Rules, such positions are non-competitive and "at will;" incumbents serve at the pleasure of the City Manager. Part-time Limited-Service positions are not part of the classification plan, however as noted above, state law requires that the City Council approves a Master Salary Schedule reflecting the salaries for all personnel. Therefore, staff recommends the salary range for the part-time Police Cadet position at $20.88 - $25.38 hourly. The salary range recommendation was determined by a survey of comparable agencies.

CLASSIFICATION REVISIONS

Supervising Construction Inspector

The updated Supervising Construction Inspector job description is being modified from a working supervisor spending a preponderance of time completing inspections to reflect additional duties and responsibilities related to supervision and training of staff to assist the Construction Project Manager with day-to-day division oversight.

Due to the expanded scope of work and addition of full supervisory responsibilities, staff recommends increasing the salary from $4,140.68 - $5,032.65 to $4,414.96 - $5,366.43 bi-weekly, which aligns internally. Additionally, Human Resources conducted a Fair Labor Standards Act (FLSA) exemptions test and Human Resources recommends changing the Supervising Construction Inspector designation from FLSA non-exempt to FLSA exempt.

Staff provided each bargaining unit with the proposed amendments and associated salary changes for each job description and the bargaining units agreed with the recommendations.

The Master Salary Schedule effective June 29, 2025 (Attachment A hereto) reflects the salary range for each classification contained in this report.

FISCAL IMPACT

There is no fiscal impact associated with this action. Any staffing increases related to the new classifications will be included in the proposed Fiscal Year 2025-2026 operating budget.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically implements the following goal:

Governance Strategy

Goal 5: Recruit, develop, and retain a high performing and inclusive workforce.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopts a resolution authorizing the following amendments to the City's Classification and Compensation Plan and Master Salary Schedule:

(1) Add the classifications of Senior Construction Inspector, Senior Utility Mechanic, Senior Laboratory Technician, and Legislative Analyst.
(2) Add salary range for part-time Limited-Service Police Cadet position. Amendments to the existing classification of Supervising Construction Inspector to reflect modifications of job duties and increase the bi-weekly salary range for the Supervising Construction Inspector from $4,140.68 - $5,032.65 to $4,414.96 - $5,366.43 bi-weekly.

Prepared by: JoAnn Weberg, Human Resources Manager

Reviewed by: Kimberly Murdaugh, Director of Human Resources
Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Karin Schnaider, Assistant City Manager

Attachments:

A. [Proposed] Amended Master Salary Schedule Effective 06/29/25
B. Senior Construction Inspector Job Description
C. Senior Utility Mechanic Job Description
D. Senior Laboratory Technician Job Description
E. Legislative Analyst Job Description
F. Supervising Construction Inspector Job Description

City of Tracy
Master Salary Schedule

Effective 06/29/2025
Attachment A

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,331.63	5,051.87	60,622.38	29.1454
			B	2,448.22	5,304.48	63,653.72	30.6028
			C	2,570.62	5,569.68	66,836.12	32.1328
			D	2,699.16	5,848.18	70,178.16	33.7395
			E	2,834.12	6,140.59	73,687.12	35.4265
3106	Accountant*	TMMBU	A	3,665.88	7,942.74	95,312.88	45.8235
			B	3,849.18	8,339.89	100,078.68	48.1148
			C	4,041.63	8,756.87	105,082.38	50.5204
			D	4,243.70	9,194.68	110,336.20	53.0463
			E	4,455.89	9,654.43	115,853.14	55.6986
2520	Accounting Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
4201	Accounting Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
4102	Administrative Assistant	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
8102	Administrative Assistant - Confidential	CONF	A	2,378.88	5,154.24	61,850.88	29.7360
			B	2,497.81	5,411.92	64,943.06	31.2226
			C	2,622.70	5,682.52	68,190.20	32.7838
			D	2,753.86	5,966.70	71,600.36	34.4233
			E	2,891.53	6,264.98	75,179.78	36.1441
4107	Administrative Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
3510	Airport Manager*	TMMBU	A	3,721.16	8,062.51	96,750.16	46.5145
			B	3,907.20	8,465.60	101,587.20	48.8400
			C	4,102.55	8,888.86	106,666.30	51.2819
			D	4,307.67	9,333.29	111,999.42	53.8459
			E	4,523.05	9,799.94	117,599.30	56.5381
5522	Animal Services Aide	TEAMSTERS	A	1,591.15	3,447.49	41,369.90	19.8894
			B	1,670.71	3,619.87	43,438.46	20.8839
			C	1,754.26	3,800.90	45,610.76	21.9283
			D	1,841.96	3,990.91	47,890.96	23.0245
			E	1,934.05	4,190.44	50,285.30	24.1756

Employees marked with an * (asterisk) are salaried

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3620	Animal Services Manager*	TMMBU	A	3,997.31	8,660.84	103,930.06	49.9664
			B	4,197.18	9,093.89	109,126.68	52.4648
			C	4,407.05	9,548.61	114,583.30	55.0881
			D	4,627.39	10,026.01	120,312.14	57.8424
			E	4,858.77	10,527.34	126,328.02	60.7346
5521	Animal Services Officer I	TEAMSTERS	A	2,214.57	4,798.24	57,578.82	27.6821
			B	2,325.26	5,038.06	60,456.76	29.0658
			C	2,441.51	5,289.94	63,479.26	30.5189
			D	2,563.59	5,554.45	66,653.34	32.0449
			E	2,691.80	5,832.23	69,986.80	33.6475
5523	Animal Services Officer II	TEAMSTERS	A	2,436.51	5,279.11	63,349.26	30.4564
			B	2,558.32	5,543.03	66,516.32	31.9790
			C	2,686.27	5,820.25	69,843.02	33.5784
			D	2,820.57	6,111.24	73,334.82	35.2571
			E	2,961.61	6,416.82	77,001.86	37.0201
3621	Animal Services Supervisor	TMMBU	A	2,961.90	6,417.45	77,009.40	37.0238
		NON EXEMPT	B	3,110.00	6,738.33	80,860.00	38.8750
			C	3,265.49	7,075.23	84,902.74	40.8186
			D	3,428.77	7,429.00	89,148.02	42.8596
			E	3,600.21	7,800.46	93,605.46	45.0026
2573	Assistant City Attorney*	CONF	A	6,746.66	14,617.76	175,413.16	84.3333
			B	7,083.97	15,348.60	184,183.22	88.5496
			C	7,438.18	16,116.06	193,392.68	92.9773
			D	7,810.09	16,921.86	203,062.34	97.6261
			E	8,200.58	17,767.92	213,215.08	102.5073
3338	Assistant City Engineer*	TMMBU	A	5,680.92	12,308.66	147,703.92	71.0115
			B	5,979.92	12,956.49	155,477.92	74.7490
			C	6,294.65	13,638.41	163,660.90	78.6831
			D	6,625.96	14,356.25	172,274.96	82.8245
			E	6,974.68	15,111.81	181,341.68	87.1835
1502	Assistant City Manager*	DH	Min	9,827.29	21,292.46	255,509.54	122.8411
			Max	10,539.63	22,835.87	274,030.44	131.7454
2682	Assistant Director DES*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2635	Assistant Director Operations*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2640	Assistant Director of Park, Recreation, and Community Services*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2636	Assistant Director Utilities*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
3302	Assistant Engineer*	TMMBU	A	3,900.19	8,450.41	101,404.94	48.7524
			B	4,095.17	8,872.87	106,474.42	51.1896
			C	4,299.94	9,316.54	111,798.44	53.7493
			D	4,514.94	9,782.37	117,388.44	56.4368
			E	4,740.69	10,271.50	123,257.94	59.2586
5232	Assistant Planner	TEAMSTERS	A	3,181.31	6,892.84	82,714.06	39.7664
			B	3,340.38	7,237.49	86,849.88	41.7548
			C	3,507.40	7,599.37	91,192.40	43.8425
			D	3,682.77	7,979.34	95,752.02	46.0346
			E	3,866.90	8,378.28	100,539.40	48.3363
2580	Assistant to the City Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
3333	Associate Engineer*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
3303	Associate Civil Engineer*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
3202	Associate Planner*	TMMBU	A	3,643.45	7,894.14	94,729.70	45.5431
			B	3,825.62	8,288.84	99,466.12	47.8203
			C	4,016.90	8,703.28	104,439.40	50.2113
			D	4,217.75	9,138.46	109,661.50	52.7219
			E	4,428.65	9,595.41	115,144.90	55.3581
4451	Box Office Assistant	TTSSEA	A	2,090.80	4,530.07	54,360.80	26.1350
			B	2,195.36	4,756.61	57,079.36	27.4420
			C	2,305.13	4,994.45	59,933.38	28.8141
			D	2,420.37	5,244.14	62,929.62	30.2546
			E	2,541.42	5,506.41	66,076.92	31.7678
4455	Box Office Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3104	Budget Officer*	CONF	A	4,895.46	10,606.83	127,281.96	61.1933
			B	5,140.22	11,137.14	133,645.72	64.2528
			C	5,397.22	11,693.98	140,327.72	67.4653
			D	5,667.10	12,278.72	147,344.60	70.8388
			E	5,950.46	12,892.66	154,711.96	74.3808
5211	Building Inspector I	TEAMSTERS	A	2,854.90	6,185.62	74,227.40	35.6863
			B	2,997.64	6,494.89	77,938.64	37.4705
			C	3,147.53	6,819.65	81,835.78	39.3441
			D	3,304.91	7,160.64	85,927.66	41.3114
			E	3,470.15	7,518.66	90,223.90	43.3769
5212	Building Inspector II	TEAMSTERS	A	3,646.18	7,900.06	94,800.68	45.5773
			B	3,828.51	8,295.11	99,541.26	47.8564
			C	4,019.91	8,709.81	104,517.66	50.2489
			D	4,220.92	9,145.33	109,743.92	52.7615
			E	4,431.93	9,602.52	115,230.18	55.3991
5320	Building Maintenance Worker I	TEAMSTERS	A	2,423.08	5,250.01	63,000.08	30.2885
			B	2,544.25	5,512.54	66,150.50	31.8031
			C	2,671.46	5,788.16	69,457.96	33.3933
			D	2,805.04	6,077.59	72,931.04	35.0630
			E	2,945.29	6,381.46	76,577.54	36.8161
5321	Building Maintenance Worker II	TEAMSTERS	A	2,671.52	5,788.29	69,459.52	33.3940
			B	2,805.10	6,077.72	72,932.60	35.0638
			C	2,945.35	6,381.59	76,579.10	36.8169
			D	3,092.61	6,700.66	80,407.86	38.6576
			E	3,247.26	7,035.73	84,428.76	40.5908
3341	Building Official*	TMMBU	A	5,522.65	11,965.74	143,588.90	69.0331
			B	5,798.76	12,563.98	150,767.76	72.4845
			C	6,088.72	13,192.23	158,306.72	76.1090
			D	6,393.14	13,851.80	166,221.64	79.9143
			E	6,712.81	14,544.42	174,533.06	83.9101
4501	Building Permit Technician I	TTSSEA	A	2,647.57	5,736.40	68,836.82	33.0946
			B	2,779.97	6,023.27	72,279.22	34.7496
			C	2,918.95	6,324.39	75,892.70	36.4869
			D	3,064.90	6,640.62	79,687.40	38.3113
			E	3,218.16	6,972.68	83,672.16	40.2270
4502	Building Permit Technician II	TTSSEA	A	2,919.02	6,324.54	75,894.52	36.4878
			B	3,064.98	6,640.79	79,689.48	38.3123
			C	3,218.23	6,972.83	83,673.98	40.2279
			D	3,379.15	7,321.49	87,857.90	42.2394
			E	3,548.10	7,687.55	92,250.60	44.3513
1530	Chief Innovation Officer*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.47	111.6738
1506	City Attorney*	CONTRACT		11,138.47	24,133.35	289,600.21	139.2309

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3110	City Clerk*	TMMBU	A	5,009.89	10,854.76	130,257.14	62.6236
			B	5,260.39	11,397.51	136,770.14	65.7549
			C	5,523.40	11,967.37	143,608.40	69.0425
			D	5,799.56	12,565.71	150,788.56	72.4945
			E	6,089.54	13,194.00	158,328.04	76.1193
1102	City Council Member*			876.93	1,900.00	22,800.00	
2681	City Engineer*	CONF	A	6,750.67	14,626.45	175,517.42	84.3834
			B	7,088.21	15,357.79	184,293.46	88.6026
			C	7,442.62	16,125.68	193,508.12	93.0328
			D	7,814.75	16,931.96	203,183.50	97.6844
			E	8,205.51	17,778.61	213,343.26	102.5689
1501	City Manager*	CONTRACT		12,395.84	26,857.65	322,291.76	154.9480
1112	City Treasurer*			876.93	1,900.00	22,800.00	
9107	Clerical Aide	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822
3155	Code Compliance Analyst*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
5202	Code Enforcement Officer	TEAMSTERS	A	2,949.07	6,389.65	76,675.82	36.8634
			B	3,096.51	6,709.11	80,509.26	38.7064
			C	3,251.35	7,044.59	84,535.10	40.6419
			D	3,413.91	7,396.81	88,761.66	42.6739
			E	3,584.61	7,766.66	93,199.86	44.8076
4465	Communications Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3315	Community Preservation Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
5513	Community Services Officer	TEAMSTERS	A	2,575.11	5,579.41	66,952.86	32.1889
			B	2,703.87	5,858.39	70,300.62	33.7984
			C	2,839.03	6,151.23	73,814.78	35.4879
			D	2,981.00	6,458.83	77,506.00	37.2625
			E	3,130.07	6,781.82	81,381.82	39.1259

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5222	Construction Inspector I	TEAMSTERS	A	3,309.37	7,170.30	86,043.62	41.3671
			B	3,474.86	7,528.86	90,346.36	43.4358
			C	3,648.58	7,905.26	94,863.08	45.6073
			D	3,831.01	8,300.52	99,606.26	47.8876
			E	4,022.59	8,715.61	104,587.34	50.2824
5223	Construction Inspector II	TEAMSTERS	A	3,648.73	7,905.58	94,866.98	45.6091
			B	3,831.17	8,300.87	99,610.42	47.8896
			C	4,022.71	8,715.87	104,590.46	50.2839
			D	4,223.89	9,151.76	109,821.14	52.7986
			E	4,435.07	9,609.32	115,311.82	55.4384
3347	Construction Project Manager*	TMMBU	A	4,554.42	9,867.91	118,414.92	56.9303
			B	4,782.13	10,361.28	124,335.38	59.7766
			C	5,021.24	10,879.35	130,552.24	62.7655
			D	5,272.29	11,423.30	137,079.54	65.9036
			E	5,535.91	11,994.47	143,933.66	69.1989
4605	Crime Analyst	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
5514	Crime Prevention Specialist	TEAMSTERS	A	2,667.41	5,779.39	69,352.66	33.3426
			B	2,800.81	6,068.42	72,821.06	35.0101
			C	2,940.86	6,371.86	76,462.36	36.7608
			D	3,087.87	6,690.39	80,284.62	38.5984
			E	3,242.26	7,024.90	84,298.76	40.5283
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A	3,185.00	6,900.83	82,810.00	39.8125
			B	3,344.24	7,245.85	86,950.24	41.8030
			C	3,511.42	7,608.08	91,296.92	43.8928
			D	3,686.99	7,988.48	95,861.74	46.0874
			E	3,871.35	8,387.93	100,655.10	48.3919
5517	Crime Scene Technician	TEAMSTERS	A	2,888.81	6,259.09	75,109.06	36.1101
			B	3,033.21	6,571.96	78,863.46	37.9151
			C	3,184.89	6,900.60	82,807.14	39.8111
			D	3,344.14	7,245.64	86,947.64	41.8018
			E	3,511.35	7,607.93	91,295.10	43.8919
1108	Cultural Arts Commissioner	Stipend of $50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	5,171.38	11,204.66	134,455.88	64.6423
			B	5,429.95	11,764.89	141,178.70	67.8744
			C	5,701.45	12,353.14	148,237.70	71.2681
			D	5,986.51	12,970.77	155,649.26	74.8314
			E	6,285.83	13,619.30	163,431.58	78.5729
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3524	Cultural Arts Supervisor*	TMMBU	A	3,997.31	8,660.84	103,930.06	49.9664
			B	4,197.18	9,093.89	109,126.68	52.4648
			C	4,407.05	9,548.61	114,583.30	55.0881
			D	4,627.39	10,026.01	120,312.14	57.8424
			E	4,858.77	10,527.34	126,328.02	60.7346
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,318.38	7,189.82	86,277.88	41.4798
			B	3,484.31	7,549.34	90,592.06	43.5539
			C	3,658.51	7,926.77	95,121.26	45.7314
			D	3,841.44	8,323.12	99,877.44	48.0180
			E	4,033.53	8,739.32	104,871.78	50.4191
3113	Cyber Security Officer*	TMMBU	A	4,817.85	10,438.68	125,264.10	60.2231
			B	5,058.75	10,960.63	131,527.50	63.2344
			C	5,311.68	11,508.64	138,103.68	66.3960
			D	5,577.27	12,084.09	145,009.02	69.7159
			E	5,856.13	12,688.28	152,259.38	73.2016
9552	D.A.R.E Officer	LS	A				38.9605
			B				40.9101
			C				42.9561
			D				45.0986
			E				47.3589
2571	Deputy City Attorney I*	CONF	A	5,296.97	11,476.77	137,721.22	66.2121
			B	5,561.82	12,050.61	144,607.32	69.5228
			C	5,839.93	12,653.18	151,838.18	72.9991
			D	6,131.92	13,285.83	159,429.92	76.6490
			E	6,438.50	13,950.08	167,401.00	80.4813
2572	Deputy City Attorney II*	CONF	A	5,826.68	12,624.47	151,493.68	72.8335
			B	6,118.02	13,255.71	159,068.52	76.4753
			C	6,423.92	13,918.49	167,021.92	80.2990
			D	6,745.13	14,614.45	175,373.38	84.3141
			E	7,082.37	15,345.14	184,141.62	88.5296
4116	Deputy City Clerk	TTSSEA	A	3,079.97	6,673.27	80,079.22	38.4996
			B	3,233.98	7,006.96	84,083.48	40.4248
			C	3,395.68	7,357.31	88,287.68	42.4460
			D	3,565.47	7,725.19	92,702.22	44.5684
			E	3,743.74	8,111.44	97,337.24	46.7968
2711	Deputy Police Chief	CEU	A	7,165.20	15,524.60	186,295.20	89.5650
			B	7,523.47	16,300.85	195,610.22	94.0434
			C	7,899.64	17,115.89	205,390.64	98.7455
			D	8,294.61	17,971.66	215,659.86	103.6826
			E	8,709.35	18,870.26	226,443.10	108.8669
1528	Director of Community and Economic Development*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1522	Director of Finance*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1518	Director of Human Resources*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738

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1527	Director of Mobility and Housing*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1524	Director of Public Works*	DH	Min	7,884.09	17,082.19	204,986.25	98.5511
			Max	9,581.48	20,759.88	249,118.58	119.7685
1516	Director of Parks, Recreation and Community Services*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
3208	Economic Development Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3209	Economic Development Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
3207	Economic Development Manager*	TMMBU	A	5,254.70	11,385.18	136,622.20	65.6838
			B	5,517.42	11,954.41	143,452.92	68.9678
			C	5,793.30	12,552.15	150,625.80	72.4163
			D	6,082.96	13,179.75	158,156.96	76.0370
			E	6,387.11	13,838.74	166,064.86	79.8389
5325	Electrician	TEAMSTERS	A	3,660.27	7,930.59	95,167.02	45.7534
			B	3,843.30	8,327.15	99,925.80	48.0413
			C	4,035.48	8,743.54	104,922.48	50.4435
			D	4,237.23	9,180.67	110,167.98	52.9654
			E	4,449.09	9,639.70	115,676.34	55.6136
9105	Engineering Intern	LS	A				22.0137
			B				23.1170
			C				24.2740
			D				25.4845
			E				26.7592
5221	Engineering Technician I	TEAMSTERS	A	2,913.22	6,311.98	75,743.72	36.4153
			B	3,058.88	6,627.57	79,530.88	38.2360
			C	3,211.82	6,958.94	83,507.32	40.1478
			D	3,372.41	7,306.89	87,682.66	42.1551
			E	3,541.06	7,672.30	92,067.56	44.2633
5225	Engineering Technician II	TEAMSTERS	A	3,211.84	6,958.99	83,507.84	40.1480
			B	3,372.43	7,306.93	87,683.18	42.1554
			C	3,541.07	7,672.32	92,067.82	44.2634
			D	3,718.13	8,055.95	96,671.38	46.4766
			E	3,903.99	8,458.65	101,503.74	48.7999
3412	Environmental Compliance Analyst*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5424	Environmental Compliance Technician	TEAMSTERS	A	2,648.03	5,737.40	68,848.78	33.1004
			B	2,780.42	6,024.24	72,290.92	34.7553
			C	2,919.46	6,325.50	75,905.96	36.4933
			D	3,065.42	6,641.74	79,700.92	38.3178
			E	3,218.68	6,973.81	83,685.68	40.2335
5313	Equipment Mechanic I	TEAMSTERS	A	2,677.35	5,800.93	69,611.10	33.4669
			B	2,811.20	6,090.93	73,091.20	35.1400
			C	2,951.76	6,395.48	76,745.76	36.8970
			D	3,099.34	6,715.24	80,582.84	38.7418
			E	3,254.31	7,051.01	84,612.06	40.6789
5314	Equipment Mechanic II	TEAMSTERS	A	2,951.75	6,395.46	76,745.50	36.8969
			B	3,099.35	6,715.26	80,583.10	38.7419
			C	3,254.30	7,050.98	84,611.80	40.6788
			D	3,417.02	7,403.54	88,842.52	42.7128
			E	3,587.87	7,773.72	93,284.62	44.8484
4108	Executive Assistant	TTSSEA	A	2,823.78	6,118.19	73,418.28	35.2973
			B	2,964.96	6,424.08	77,088.96	37.0620
			C	3,113.22	6,745.31	80,943.72	38.9153
			D	3,268.88	7,082.57	84,990.88	40.8610
			E	3,432.32	7,436.69	89,240.32	42.9040
8108	Executive Assistant - Confidential	CONF	A	2,893.81	6,269.92	75,239.06	36.1726
			B	3,038.51	6,583.44	79,001.26	37.9814
			C	3,190.43	6,912.60	82,951.18	39.8804
			D	3,349.93	7,258.18	87,098.18	41.8741
			E	3,517.45	7,621.14	91,453.70	43.9681
2581	Executive Assistant to City Manager	CONF	A	3,314.85	7,182.18	86,186.10	41.4356
			B	3,480.57	7,541.24	90,494.82	43.5071
			C	3,654.60	7,918.30	95,019.60	45.6825
			D	3,837.34	8,314.24	99,770.84	47.9668
			E	4,029.19	8,729.91	104,758.94	50.3649
9635	Facility Attendant	LS	A				21.2103
			B				22.2708
			C				23.3849
			D				24.5525
			E				25.7844
3107	Financial Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3108	Financial Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
3404	Fleet Supervisor*	TMMBU	A	3,873.73	8,393.08	100,716.98	48.4216
			B	4,067.38	8,812.66	105,751.88	50.8423
			C	4,270.76	9,253.31	111,039.76	53.3845
			D	4,484.28	9,715.94	116,591.28	56.0535
			E	4,708.50	10,201.75	122,421.00	58.8563
3120	GIS Analyst *	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
4206	GIS Technician	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
3215	Homeless Services Manager*	TMMBU	A	4,776.99	10,350.15	124,201.74	59.7124
			B	5,015.84	10,867.65	130,411.84	62.6980
			C	5,266.64	11,411.05	136,932.64	65.8330
			D	5,529.96	11,981.58	143,778.96	69.1245
			E	5,806.45	12,580.64	150,967.70	72.5806
2511	Human Resources Analyst I*	CONF	A	3,443.97	7,461.94	89,543.22	43.0496
			B	3,616.18	7,835.06	94,020.68	45.2023
			C	3,796.97	8,226.77	98,721.22	47.4621
			D	3,986.82	8,638.11	103,657.32	49.8353
			E	4,186.16	9,070.01	108,840.16	52.3270
2512	Human Resources Analyst II*	CONF	A	3,960.46	8,581.00	102,971.96	49.5058
			B	4,158.49	9,010.06	108,120.74	51.9811
			C	4,366.40	9,460.53	113,526.40	54.5800
			D	4,584.74	9,933.60	119,203.24	57.3093
			E	4,813.98	10,430.29	125,163.48	60.1748
2562	Human Resources Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
4301	Human Resources Technician	CONF	A	2,938.57	6,366.90	76,402.82	36.7321
			B	3,085.50	6,685.25	80,223.00	38.5688
			C	3,239.78	7,019.52	84,234.28	40.4973
			D	3,401.78	7,370.52	88,446.28	42.5223
			E	3,571.86	7,739.03	92,868.36	44.6483

Employees marked with an * (asterisk) are salaried

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4204	Information Systems Technician I	TTSSEA	A	2,720.39	5,894.18	70,730.14	34.0049
			B	2,856.41	6,188.89	74,266.66	35.7051
			C	2,999.24	6,498.35	77,980.24	37.4905
			D	3,149.20	6,823.27	81,879.20	39.3650
			E	3,306.67	7,164.45	85,973.42	41.3334
4205	Information Systems Technician II	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
2553	Information Technology Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
3111	Information Technology Specialist*	TMMBU	A	3,754.14	8,133.97	97,607.64	46.9268
			B	3,941.87	8,540.72	102,488.62	49.2734
			C	4,138.95	8,967.73	107,612.70	51.7369
			D	4,345.88	9,416.07	112,992.88	54.3235
			E	4,563.18	9,886.89	118,642.68	57.0398
5413	Instrumentation Technician	TEAMSTERS	A	3,398.36	7,363.11	88,357.36	42.4795
			B	3,568.29	7,731.30	92,775.54	44.6036
			C	3,746.71	8,117.87	97,414.46	46.8339
			D	3,934.02	8,523.71	102,284.52	49.1753
			E	4,130.73	8,949.92	107,398.98	51.6341
9108	Intern-Generalist	LS	A				22.0137
			B				23.1170
			C				24.2740
			D				25.4845
			E				26.7592
5224	Junior Engineer	TEAMSTERS	A	3,540.92	7,671.99	92,063.92	44.2615
			B	3,717.98	8,055.62	96,667.48	46.4748
			C	3,903.85	8,458.34	101,500.10	48.7981
			D	4,099.06	8,881.30	106,575.56	51.2383
			E	4,304.02	9,325.38	111,904.52	53.8003
5423	Laboratory Quality Assurance Officer*	TMMBU	A	3,212.10	6,959.55	83,514.60	40.1513
			B	3,372.73	7,307.58	87,690.98	42.1591
			C	3,541.36	7,672.95	92,075.36	44.2670
			D	3,718.41	8,056.56	96,678.66	46.4801
			E	3,904.35	8,459.43	101,513.10	48.8044
5421	Laboratory Technician I	TEAMSTERS	A	2,643.64	5,727.89	68,734.64	33.0455
			B	2,775.79	6,014.21	72,170.54	34.6974
			C	2,914.61	6,314.99	75,779.86	36.4326
			D	3,060.33	6,630.72	79,568.58	38.2541
			E	3,213.33	6,962.22	83,546.58	40.1666

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5422	Laboratory Technician II	TEAMSTERS	A	2,914.55	6,314.86	75,778.30	36.4319
			B	3,060.28	6,630.61	79,567.28	38.2535
			C	3,213.29	6,962.13	83,545.54	40.1661
			D	3,373.94	7,310.20	87,722.44	42.1743
			E	3,542.64	7,675.72	92,108.64	44.2830
3508	Landscape Architect*	TMMBU	A	4,251.10	9,210.72	110,528.60	53.1388
			B	4,463.63	9,671.20	116,054.38	55.7954
			C	4,686.81	10,154.76	121,857.06	58.5851
			D	4,921.16	10,662.51	127,950.16	61.5145
			E	5,167.24	11,195.69	134,348.24	64.5905
4109	Legal Secretary	CONF	A	3,156.37	6,838.80	82,065.62	39.4546
			B	3,314.17	7,180.70	86,168.42	41.4271
			C	3,479.90	7,539.78	90,477.40	43.4988
			D	3,653.89	7,916.76	95,001.14	45.6736
			E	3,836.59	8,312.61	99,751.34	47.9574
3130	Legislative Analyst	TMMBU	A	4,251.09	9,210.70	110,528.34	53.1386
			B	4,463.64	9,671.22	116,054.64	55.7955
			C	4,686.81	10,154.76	121,857.06	58.5851
			D	4,921.17	10,662.54	127,950.42	61.5146
			E	5,167.23	11,195.67	134,347.98	64.5904
9636	Lifeguard	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822
9303	Maintenance Aide	LS	A				18.6929
			B				19.6248
			C				20.5997
			D				21.6281
			E				22.7100
5301	Maintenance Worker I	TEAMSTERS	A	1,970.61	4,269.66	51,235.86	24.6326
			B	2,069.15	4,483.16	53,797.90	25.8644
			C	2,172.59	4,707.28	56,487.34	27.1574
			D	2,281.22	4,942.64	59,311.72	28.5153
			E	2,395.29	5,189.80	62,277.54	29.9411
5303	Maintenance Worker II	TEAMSTERS	A	2,503.04	5,423.25	65,079.04	31.2880
			B	2,628.20	5,694.43	68,333.20	32.8525
			C	2,759.59	5,979.11	71,749.34	34.4949
			D	2,897.57	6,278.07	75,336.82	36.2196
			E	3,042.44	6,591.95	79,103.44	38.0305
3151	Management Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3152	Management Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4463	Marketing Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
1101	Mayor*			969.24	2,100.00	25,200.00	
3527	Media Services Supervisor	TMMBU	A	3,318.38	7,189.82	86,277.88	41.4798
		Non-Exempt	B	3,484.31	7,549.34	90,592.06	43.5539
			C	3,658.51	7,926.77	95,121.26	45.7314
			D	3,841.44	8,323.12	99,877.44	48.0180
			E	4,033.53	8,739.32	104,871.78	50.4191
5531	Meter Reader	TEAMSTERS	A	1,707.50	3,699.58	44,395.00	21.3438
			B	1,792.87	3,884.55	46,614.62	22.4109
			C	1,882.51	4,078.77	48,945.26	23.5314
			D	1,976.62	4,282.68	51,392.12	24.7078
			E	2,075.46	4,496.83	53,961.96	25.9433
4212	Multimedia Communications Assistant	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
4210	Multimedia Communications Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
4105	Office Assistant	TTSSEA	A	1,900.74	4,118.27	49,419.24	23.7593
			B	1,995.76	4,324.15	51,889.76	24.9470
			C	2,095.56	4,540.38	54,484.56	26.1945
			D	2,200.35	4,767.43	57,209.10	27.5044
			E	2,310.37	5,005.80	60,069.62	28.8796
3401	Operations Superintendent*	TMMBU	A	4,466.00	9,676.33	116,116.00	55.8250
			B	4,689.31	10,160.17	121,922.06	58.6164
			C	4,923.77	10,668.17	128,018.02	61.5471
			D	5,169.97	11,201.60	134,419.22	64.6246
			E	5,428.45	11,761.64	141,139.70	67.8556
3405	Operations Supervisor*	TMMBU	A	3,721.16	8,062.51	96,750.16	46.5145
			B	3,907.20	8,465.60	101,587.20	48.8400
			C	4,102.55	8,888.86	106,666.30	51.2819
			D	4,307.67	9,333.29	111,999.42	53.8459
			E	4,523.05	9,799.94	117,599.30	56.5381
4110	Paralegal	CEU	A	3,472.01	7,522.69	90,272.26	43.4001
			B	3,645.61	7,898.82	94,785.86	45.5701
			C	3,827.89	8,293.76	99,525.14	47.8486
			D	4,019.29	8,708.46	104,501.54	50.2411
			E	4,220.25	9,143.88	109,726.50	52.7531

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1107	Parks Commissioner	Stipend of $50.00 per meeting					
3509	Parks Planning & Development Manager*	TMMBU	A	4,676.19	10,131.75	121,580.94	58.4524
			B	4,910.00	10,638.33	127,660.00	61.3750
			C	5,155.49	11,170.23	134,042.74	64.4436
			D	5,413.28	11,728.77	140,745.28	67.6660
			E	5,683.96	12,315.25	147,782.96	71.0495
3507	Parks Project Coordinator*	TMMBU	A	3,696.06	8,008.13	96,097.56	46.2008
			B	3,880.87	8,408.55	100,902.62	48.5109
			C	4,074.92	8,828.99	105,947.92	50.9365
			D	4,278.67	9,270.45	111,245.42	53.4834
			E	4,492.59	9,733.95	116,807.34	56.1574
3306	Plan Check Engineer*	TMMBU	A	5,175.40	11,213.37	134,560.40	64.6925
			B	5,434.16	11,774.01	141,288.16	67.9270
			C	5,705.88	12,362.74	148,352.88	71.3235
			D	5,991.18	12,980.89	155,770.68	74.8898
			E	6,290.74	13,629.94	163,559.24	78.6343
5214	Plan Examiner I	TEAMSTERS	A	3,558.68	7,710.47	92,525.68	44.4835
			B	3,736.66	8,096.10	97,153.16	46.7083
			C	3,923.48	8,500.87	102,010.48	49.0435
			D	4,119.63	8,925.87	107,110.38	51.4954
			E	4,325.64	9,372.22	112,466.64	54.0705
5215	Plan Examiner II	TEAMSTERS	A	3,923.54	8,501.00	102,012.04	49.0443
			B	4,119.76	8,926.15	107,113.76	51.4970
			C	4,325.72	9,372.39	112,468.72	54.0715
			D	4,542.00	9,841.00	118,092.00	56.7750
			E	4,769.14	10,333.14	123,997.64	59.6143
1106	Planning Commissioner	Stipend of $50.00 per meeting					
3517	Planning Manager*	TMMBU	A	5,275.32	11,429.86	137,158.32	65.9415
			B	5,539.09	12,001.36	144,016.34	69.2386
			C	5,816.05	12,601.44	151,217.30	72.7006
			D	6,106.85	13,231.51	158,778.10	76.3356
			E	6,412.20	13,893.10	166,717.20	80.1525
4506	Planning Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
6212	Police Captain*	TPMA	A	6,513.78	14,113.19	169,358.28	81.4223
			B	6,839.49	14,818.90	177,826.74	85.4936
			C	7,181.44	15,559.79	186,717.44	89.7680
			D	7,540.51	16,337.77	196,053.26	94.2564
			E	7,917.58	17,154.76	205,857.08	98.9698
1513	Police Chief*	DH	Min	8,375.66	18,147.27	217,767.27	104.6958
			Max	10,180.71	22,058.20	264,698.43	127.2589
4603	Police Community Relations Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998

Employees marked with an * (asterisk) are salaried

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
6103	Police Corporal	TPOA	A	4,140.03	8,970.07	107,640.78	51.7504
			B	4,347.04	9,418.59	113,023.04	54.3380
			C	4,564.39	9,889.51	118,674.14	57.0549
			D	4,792.63	10,384.03	124,608.38	59.9079
			E	5,032.26	10,903.23	130,838.76	62.9033
9503	Police Cadet	LS	A				20.8889
			B				21.9387
			C				23.0313
			D				24.1776
			E				25.3880
4604	Police Homeless Outreach Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
9501	Police Intern/Parking Enforcement Officer	LS	A				20.8889
			B				21.9387
			C				23.0313
			D				24.1776
			E				25.3880
6211	Police Lieutenant*	TPMA	A	5,637.52	12,214.63	146,575.52	70.4690
			B	5,919.39	12,825.35	153,904.14	73.9924
			C	6,215.37	13,466.64	161,599.62	77.6921
			D	6,526.14	14,139.97	169,679.64	81.5768
			E	6,852.45	14,846.98	178,163.70	85.6556
6102	Police Officer	TPOA	A	3,763.66	8,154.60	97,855.16	47.0458
			B	3,951.85	8,562.34	102,748.10	49.3981
			C	4,149.44	8,990.45	107,885.44	51.8680
			D	4,356.94	9,440.04	113,280.44	54.4618
			E	4,574.78	9,912.02	118,944.28	57.1848
9517	Police Range Master	LS	A				33.3901
			B				35.0612
			C				36.8073
			D				38.6498
			E				40.5780
4103	Police Records Assistant I	TTSSEA	A	2,356.27	5,105.25	61,263.02	29.4534
			B	2,474.10	5,360.55	64,326.60	30.9263
			C	2,597.81	5,628.59	67,543.06	32.4726
			D	2,727.67	5,909.95	70,919.42	34.0959
			E	2,864.06	6,205.46	74,465.56	35.8008
4104	Police Records Assistant II	TTSSEA	A	2,597.77	5,628.50	67,542.02	32.4721
			B	2,727.67	5,909.95	70,919.42	34.0959
			C	2,864.02	6,205.38	74,464.52	35.8003
			D	3,007.22	6,515.64	78,187.72	37.5903
			E	3,157.60	6,841.47	82,097.60	39.4700

Employees marked with an * (asterisk) are salaried

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3626	Police Records Supervisor*	TMMBU	A	3,377.34	7,317.57	87,810.84	42.2168
			B	3,546.22	7,683.48	92,201.72	44.3278
			C	3,723.52	8,067.63	96,811.52	46.5440
			D	3,909.70	8,471.02	101,652.20	48.8713
			E	4,105.17	8,894.54	106,734.42	51.3146
9551	Police Reserve	LS	A				43.4382
6105	Police Sergeant	TPOA	A	4,651.52	10,078.29	120,939.52	58.1440
			B	4,884.12	10,582.26	126,987.12	61.0515
			C	5,128.34	11,111.40	133,336.84	64.1043
			D	5,384.75	11,666.96	140,003.50	67.3094
			E	5,653.98	12,250.29	147,003.48	70.6748
2712	Police Support Operations Manager*	CONF	A	5,998.40	12,996.53	155,958.40	74.9800
			B	6,298.33	13,646.38	163,756.58	78.7291
			C	6,613.23	14,328.67	171,943.98	82.6654
			D	6,943.89	15,045.10	180,541.14	86.7986
			E	7,291.09	15,797.36	189,568.34	91.1386
4701	Police Support Services Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
6101	Police Trainee (Non-Sworn)	TPOA	A	3,272.65	7,090.74	85,088.90	40.9081
9638	Pool Manager	LS	A				22.8279
			B				23.9740
			C				25.1631
			D				26.4272
			E				27.7447
9533	Professional Standards Officer	LS	A				55.6502
			B				58.4354
			C				61.3598
			D				64.4235
			E				67.6479
9110	Program Assistant	LS	Min				16.6040
			Max				27.6590
9231	Project Specialist I	LS	Min				16.6040
			Max				53.5720
9232	Project Specialist II	LS	Min				53.5827
			Max				151.0321
5518	Property and Evidence Technician	TEAMSTERS	A	2,541.14	5,505.80	66,069.64	31.7643
			B	2,668.19	5,781.08	69,372.94	33.3524
			C	2,801.61	6,070.16	72,841.86	35.0201
			D	2,941.69	6,373.66	76,483.94	36.7711
			E	3,088.76	6,692.31	80,307.76	38.6095

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2585	Public Information Officer*	CONF	A	3,960.46	8,581.00	102,971.96	49.5058
			B	4,158.49	9,010.06	108,120.74	51.9811
			C	4,366.40	9,460.53	113,526.40	54.5800
			D	4,584.74	9,933.60	119,203.24	57.3093
			E	4,813.98	10,430.29	125,163.48	60.1748
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,919.23	8,491.67	101,899.98	48.9904
			B	4,115.19	8,916.25	106,994.94	51.4399
			C	4,320.97	9,362.10	112,345.22	54.0121
			D	4,537.01	9,830.19	117,962.26	56.7126
			E	4,763.87	10,321.72	123,860.62	59.5484
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,935.76	6,360.81	76,329.76	36.6970
			B	3,082.53	6,678.82	80,145.78	38.5316
			C	3,236.65	7,012.74	84,152.90	40.4581
			D	3,398.48	7,363.37	88,360.48	42.4810
			E	3,568.43	7,731.60	92,779.18	44.6054
5503	Public Safety Dispatcher II	TEAMSTERS	A	3,230.10	6,998.55	83,982.60	40.3763
			B	3,391.59	7,348.45	88,181.34	42.3949
			C	3,561.18	7,715.89	92,590.68	44.5148
			D	3,739.23	8,101.67	97,219.98	46.7404
			E	3,926.20	8,506.77	102,081.20	49.0775
9512	Public Safety Dispatcher II - Per Diem	LS	A				35.4683
			B				37.2465
			C				39.1105
			D				41.0601
			E				43.1169
3214	Real Property Agent*	TMMBU	A	3,696.06	8,008.13	96,097.56	46.2008
			B	3,880.87	8,408.55	100,902.62	48.5109
			C	4,074.92	8,828.99	105,947.92	50.9365
			D	4,278.67	9,270.45	111,245.42	53.4834
			E	4,492.59	9,733.95	116,807.34	56.1574
9631	Recreation Leader I	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822
9632	Recreation Leader II	LS	A				20.1284
			B				21.1353
			C				22.1958
			D				23.2992
			E				24.4668
9633	Recreation Leader III	LS	A				22.8279
			B				23.9740
			C				25.1631
			D				26.4272
			E				27.7447

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4401	Recreation Program Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3513	Recreation Services Manager*	TMMBU	A	4,397.01	9,526.86	114,322.26	54.9626
			B	4,616.89	10,003.26	120,039.14	57.7111
			C	4,847.72	10,503.39	126,040.72	60.5965
			D	5,090.12	11,028.59	132,343.12	63.6265
			E	5,344.62	11,580.01	138,960.12	66.8078
3505	Recreation Services Supervisor*	TMMBU	A	3,997.30	8,660.82	103,929.80	49.9663
			B	4,197.17	9,093.87	109,126.42	52.4646
			C	4,407.04	9,548.59	114,583.04	55.0880
			D	4,627.38	10,025.99	120,311.88	57.8423
			E	4,858.75	10,527.29	126,327.50	60.7344
9626	Recreation Specialized Instructor	LS	Min				16.6040
			Max				56.9999
4113	Senior Account Clerk	TTSSEA	A	2,569.99	5,568.31	66,819.74	32.1249
			B	2,698.48	5,846.71	70,160.48	33.7310
			C	2,833.42	6,139.08	73,668.92	35.4178
			D	2,975.09	6,446.03	77,352.34	37.1886
			E	3,123.83	6,768.30	81,219.58	39.0479
3105	Senior Accountant*	TMMBU	A	4,153.93	9,000.18	108,002.18	51.9241
			B	4,361.65	9,450.24	113,402.90	54.5206
			C	4,579.72	9,922.73	119,072.72	57.2465
			D	4,808.71	10,418.87	125,026.46	60.1089
			E	5,049.15	10,939.83	131,277.90	63.1144
4202	Senior Accounting Technician	TTSSEA	A	3,332.50	7,220.42	86,645.00	41.6563
			B	3,499.14	7,581.47	90,977.64	43.7393
			C	3,674.11	7,960.57	95,526.86	45.9264
			D	3,857.82	8,358.61	100,303.32	48.2228
			E	4,050.72	8,776.56	105,318.72	50.6340
5525	Senior Animal Services Officer	TEAMSTERS	A	2,680.16	5,807.01	69,684.16	33.5020
			B	2,814.18	6,097.39	73,168.68	35.1773
			C	2,954.88	6,402.24	76,826.88	36.9360
			D	3,102.63	6,722.37	80,668.38	38.7829
			E	3,257.77	7,058.50	84,702.02	40.7221
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,945.14	6,381.14	76,573.64	36.8143
			B	3,092.38	6,700.16	80,401.88	38.6548
			C	3,246.99	7,035.15	84,421.74	40.5874
			D	3,409.36	7,386.95	88,643.36	42.6170
			E	3,579.85	7,756.34	93,076.10	44.7481
3304	Senior Civil Engineer*	TMMBU	A	5,175.54	11,213.67	134,564.04	64.6943
			B	5,434.31	11,774.34	141,292.06	67.9289
			C	5,706.04	12,363.09	148,357.04	71.3255
			D	5,991.34	12,981.24	155,774.84	74.8918
			E	6,290.91	13,630.31	163,563.66	78.6364
5228	Senior Construction Inspector	TEAMSTERS	A	4013.62	8,696.18	104,354.12	50.1703
			B	4214.30	9,130.98	109,571.80	52.6788
			C	4425.02	9,587.54	115,050.52	55.3128
			D	4646.27	10,066.92	120,803.02	58.0784
			E	4878.58	10,570.26	126,843.08	60.9823

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5315	Senior Equipment Mechanic	TEAMSTERS	A	3,246.95	7,035.06	84,420.70	40.5869
			B	3,409.28	7,386.77	88,641.28	42.6160
			C	3,579.74	7,756.10	93,073.24	44.7468
			D	3,758.73	8,143.92	97,726.98	46.9841
			E	3,946.66	8,551.10	102,613.16	49.3333
4208	Senior Information Systems Technician	TTSSEA	A	3,441.28	7,456.11	89,473.28	43.0160
			B	3,613.35	7,828.93	93,947.10	45.1669
			C	3,794.02	8,220.38	98,644.52	47.4253
			D	3,983.73	8,631.42	103,576.98	49.7966
			E	4,182.90	9,062.95	108,755.40	52.2863
5428	Senior Laboratory Technician	TEAMSTERS	A	3206.00	6,946.33	83,356.00	40.0750
			B	3366.30	7,293.65	87,523.80	42.0788
			C	3534.61	7,658.32	91,899.86	44.1826
			D	3711.34	8,041.24	96,494.84	46.3918
			E	3896.91	8,443.31	101,319.66	48.7114
9637	Senior Lifeguard	LS	A				20.1284
			B				21.1353
			C				22.1958
			D				23.2992
			E				24.4668
5305	Senior Maintenance Worker	TEAMSTERS	A	2,755.58	5,970.42	71,645.08	34.4448
			B	2,893.34	6,268.90	75,226.84	36.1668
			C	3,038.01	6,582.36	78,988.26	37.9751
			D	3,189.92	6,911.49	82,937.92	39.8740
			E	3,349.40	7,257.03	87,084.40	41.8675
3203	Senior Planner*	TMMBU	A	4,436.64	9,612.72	115,352.64	55.4580
			B	4,658.47	10,093.35	121,120.22	58.2309
			C	4,891.41	10,598.06	127,176.66	61.1426
			D	5,135.98	11,127.96	133,535.48	64.1998
			E	5,392.77	11,684.34	140,212.02	67.4096
4410	Senior Police Records Assistant	TTSSEA	A	2,864.07	6,205.49	74,465.82	35.8009
			B	3,007.31	6,515.84	78,190.06	37.5914
			C	3,157.63	6,841.53	82,098.38	39.4704
			D	3,315.52	7,183.63	86,203.52	41.4440
			E	3,481.28	7,542.77	90,513.28	43.5160
5520	Senior Property & Evidence Technician	TEAMSTERS	A	2,795.25	6,056.38	72,676.50	34.9406
			B	2,935.01	6,359.19	76,310.26	36.6876
			C	3,081.76	6,677.15	80,125.76	38.5220
			D	3,235.84	7,010.99	84,131.84	40.4480
			E	3,397.64	7,361.55	88,338.64	42.4705

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,561.02	7,715.54	92,586.52	44.5128
			B	3,739.08	8,101.34	97,216.08	46.7385
			C	3,926.02	8,506.38	102,076.52	49.0753
			D	4,122.33	8,931.72	107,180.58	51.5291
			E	4,328.47	9,378.35	112,540.22	54.1059
5416	Senior Utility Mechanic	TEAMSTERS	A	3751.92	8,129.16	97,549.92	46.8990
			B	3939.51	8,535.61	102,427.26	49.2439
			C	4136.49	8,962.40	107,548.74	51.7061
			D	4343.31	9,410.51	112,926.06	54.2914
			E	4560.48	9,881.04	118,572.48	57.0060
5356	Senior Utilities Worker	TEAMSTERS	A	2,893.88	6,270.07	75,240.88	36.1735
			B	3,038.44	6,583.29	78,999.44	37.9805
			C	3,190.28	6,912.27	82,947.28	39.8785
			D	3,350.28	7,258.94	87,107.28	41.8785
			E	3,516.67	7,619.45	91,433.42	43.9584
9109	Summer Student Intern	LS					16.6040
3343	Supervising Building Inspector*	TMMBU	A	4,251.10	9,210.72	110,528.60	53.1388
			B	4,463.63	9,671.20	116,054.38	55.7954
			C	4,686.81	10,154.76	121,857.06	58.5851
			D	4,921.16	10,662.51	127,950.16	61.5145
			E	5,167.24	11,195.69	134,348.24	64.5905
3345	Supervising Construction Inspector*	TMMBU	A	4414.98	9,565.79	114,789.48	55.1873
			B	4635.72	10,044.06	120,528.72	57.9465
			C	4867.51	10,546.27	126,555.26	60.8439
			D	5110.89	11,073.60	132,883.14	63.8861
			E	5366.43	11,627.27	139,527.18	67.0804
3117	System Administrator*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
9361	Theatre Technician	LS	A				31.8261
			B				33.4116
			C				35.0827
			D				36.8395
			E				38.6820
4420	Transit Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3515	Transit Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1109	Transportation Commissioner	Stipend of $50.00 per meeting					
3426	Utilities Laboratory Superintendent*	TMMBU	A	4,466.00	9,676.33	116,116.00	55.8250
			B	4,689.31	10,160.17	121,922.06	58.6164
			C	4,923.77	10,668.17	128,018.02	61.5471
			D	5,169.97	11,201.60	134,419.22	64.6246
			E	5,428.45	11,761.64	141,139.70	67.8556
3417	Utilities Laboratory Supervisor*	TMMBU	A	3,938.21	8,532.79	102,393.46	49.2276
			B	4,135.11	8,959.41	107,512.86	51.6889
			C	4,341.88	9,407.41	112,888.88	54.2735
			D	4,558.97	9,877.77	118,533.22	56.9871
			E	4,786.92	10,371.66	124,459.92	59.8365
5350	Utilities Worker I	TEAMSTERS	A	2,068.36	4,481.45	53,777.36	25.8545
			B	2,172.02	4,706.04	56,472.52	27.1503
			C	2,280.20	4,940.43	59,285.20	28.5025
			D	2,394.75	5,188.63	62,263.50	29.9344
			E	2,515.67	5,450.62	65,407.42	31.4459
5353	Utilities Worker II	TEAMSTERS	A	2,627.50	5,692.92	68,315.00	32.8438
			B	2,759.34	5,978.57	71,742.84	34.4918
			C	2,896.61	6,275.99	75,311.86	36.2076
			D	3,042.07	6,591.15	79,093.82	38.0259
			E	3,193.91	6,920.14	83,041.66	39.9239
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,550.26	9,858.90	118,306.76	56.8783
			B	4,777.76	10,351.81	124,221.76	59.7220
			C	5,016.66	10,869.43	130,433.16	62.7083
			D	5,267.48	11,412.87	136,954.48	65.8435
			E	5,530.85	11,983.51	143,802.10	69.1356
3423	Utility Maintenance Superintendent*	TMMBU	A	4,634.48	10,041.37	120,496.48	57.9310
			B	4,866.20	10,543.43	126,521.20	60.8275
			C	5,109.51	11,070.61	132,847.26	63.8689
			D	5,364.98	11,624.12	139,489.48	67.0623
			E	5,633.23	12,205.33	146,463.98	70.4154
3419	Utility Maintenance Supervisor*	TMMBU	A	4,127.11	8,942.07	107,304.86	51.5889
			B	4,333.46	9,389.16	112,669.96	54.1683
			C	4,550.14	9,858.64	118,303.64	56.8768
			D	4,777.64	10,351.55	124,218.64	59.7205
			E	5,016.53	10,869.15	130,429.78	62.7066
5411	Utility Mechanic I	TEAMSTERS	A	3,095.50	6,706.92	80,483.00	38.6938
			B	3,250.27	7,042.25	84,507.02	40.6284
			C	3,412.78	7,394.36	88,732.28	42.6598
			D	3,583.42	7,764.08	93,168.92	44.7928
			E	3,762.58	8,152.26	97,827.08	47.0323
5412	Utility Mechanic II	TEAMSTERS	A	3,410.82	7,390.11	88,681.32	42.6353
			B	3,581.37	7,759.64	93,115.62	44.7671
			C	3,760.43	8,147.60	97,771.18	47.0054
			D	3,948.46	8,555.00	102,659.96	49.3558
			E	4,145.89	8,982.76	107,793.14	51.8236
5404	Utility Operator	TEAMSTERS	A	4,173.37	9,042.30	108,507.62	52.1671
			B	4,381.99	9,494.31	113,931.74	54.7749
			C	4,601.10	9,969.05	119,628.60	57.5138
			D	4,831.17	10,467.54	125,610.42	60.3896
			E	5,072.72	10,990.89	131,890.72	63.4090

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3422	Wastewater Operations Superintendent*	TMMBU	A	4,634.48	10,041.37	120,496.48	57.9310
			B	4,866.20	10,543.43	126,521.20	60.8275
			C	5,109.51	11,070.61	132,847.26	63.8689
			D	5,364.98	11,624.12	139,489.48	67.0623
			E	5,633.23	12,205.33	146,463.98	70.4154
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,933.76	6,356.48	76,277.76	36.6720
			B	3,080.44	6,674.29	80,091.44	38.5055
			C	3,234.46	7,008.00	84,095.96	40.4308
			D	3,396.19	7,358.41	88,300.94	42.4524
			E	3,566.01	7,726.36	92,716.26	44.5751
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	3,234.56	7,008.21	84,098.56	40.4320
			B	3,396.26	7,358.56	88,302.76	42.4533
			C	3,566.07	7,726.49	92,717.82	44.5759
			D	3,744.40	8,112.87	97,354.40	46.8050
			E	3,931.63	8,518.53	102,222.38	49.1454
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,559.54	7,712.34	92,548.04	44.4943
			B	3,737.47	8,097.85	97,174.22	46.7184
			C	3,924.36	8,502.78	102,033.36	49.0545
			D	4,120.60	8,927.97	107,135.60	51.5075
			E	4,326.62	9,374.34	112,492.12	54.0828
3421	Water Operations Superintendent*	TMMBU	A	4,594.40	9,954.53	119,454.40	57.4300
			B	4,824.10	10,452.22	125,426.60	60.3013
			C	5,065.32	10,974.86	131,698.32	63.3165
			D	5,318.58	11,523.59	138,283.08	66.4823
			E	5,584.50	12,099.75	145,197.00	69.8063
9351	Water Patrol Aide	LS	A				18.9607
			B				19.9141
			C				20.8997
			D				21.9495
			E				23.0421
3415	Water Resources and Compliance Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
5401	Water Treatment Plant Operator I	TEAMSTERS	A	3,125.70	6,772.35	81,268.20	39.0713
			B	3,281.99	7,110.98	85,331.74	41.0249
			C	3,446.08	7,466.51	89,598.08	43.0760
			D	3,618.38	7,839.82	94,077.88	45.2298
			E	3,799.29	8,231.80	98,781.54	47.4911

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,446.17	7,466.70	89,600.42	43.0771
			B	3,618.48	7,840.04	94,080.48	45.2310
			C	3,799.41	8,232.06	98,784.66	47.4926
			D	3,989.36	8,643.61	103,723.36	49.8670
			E	4,188.83	9,075.80	108,909.58	52.3604
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,792.40	8,216.87	98,602.40	47.4050
			B	3,982.02	8,627.71	103,532.52	49.7753
			C	4,181.13	9,059.12	108,709.38	52.2641
			D	4,390.18	9,512.06	114,144.68	54.8773
			E	4,609.68	9,987.64	119,851.68	57.6210

Attachment B
June 2025
FLSA: Non-Exempt
CLASS CODE: XXXX
BARGAINING UNIT: TEAMSTERS

SENIOR CONSTRUCTION INSPECTOR

DEFINITION

Under general supervision, leads, trains, oversees, and participates in the more complex and difficult work of a crew responsible for inspecting the workmanship and materials used in a variety of public works construction and capital improvement projects of City infrastructure, such as encroachment, grading, landscaping, traffic control including traffic signals, water quality, and public safety; ensures conformance with applicable Federal and State laws, codes, ordinances, plans, specifications, and departmental regulations; sets priorities and directs the work of assigned staff on a project or day-to-day basis; performs routine to complex work in an assigned area; provides technical and specialized assistance to the assigned management and supervisory staff; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision. Exercises technical and functional direction over and provides training to lower-level staff.

CLASS CHARACTERISTICS

This is the advanced-level classification in the Construction Inspection series. Incumbents work under general supervision and exercise a high level of discretion and independent judgment in performing the full range of routine to complex activities and functions related to the inspection of workmanship and materials used in a variety of construction and capital improvement projects of City infrastructure, such as encroachment, grading, landscaping, traffic control including traffic signals, water quality, and public safety. Incumbents also provide lead direction to lower-level staff. This classification is distinguished from the Construction Inspection Supervisor in that the latter has full supervisory responsibilities including organizing, assigning, supervising and reviewing the work of assigned staff involved in construction inspection.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, schedules, prioritizes, and assigns inspection work in consultation with supervisor; communicates status of inspections to appropriate personnel, working cooperatively to schedule inspections in accordance with established and special operational priorities.
- Provides lead direction, training and work review to employees assigned to inspect all phases of public works, infrastructure, and capital improvement construction projects for conformance with plans, specifications, contract provisions, and safe work practices in accordance with City, County, and State codes; inspect materials for identification; organizes and assigns work, sets priorities, and follows completion of assigned work; performs routine to the most complex inspections; performs inspection related tasks as needed.
- Provides input into selection decisions, performance evaluations, disciplinary matters, and other personnel decisions.

- Reviews plans and specifications of assigned construction projects, including streets, storm drains, curbs, gutters and sidewalks, pavement and grading, and water and wastewater distribution, collection, and treatment systems installation and repair projects.
- Records amounts of materials used and work performed; prepares necessary reports for progress payments.
- Inspects adjacent properties for damage from construction activity.
- Confers with contractors and developers regarding conformance to standards, plans, specifications, and codes; explains requirements and evaluates alternatives.
- Consults with engineering staff regarding problems and change alternatives.
- Prepares and maintains daily inspection reports, progress payments, change orders, claims, and other written documentation.
- Facilitate necessary material testing and sampling; submit to testing laboratories to ensure appropriate composition; analyze results and determine appropriate course of action.
- Conducts pre-construction meetings with contractors and developers.
- Investigates resident complaints; confers with property owners regarding project schedule, hazards, and inconvenience.
- Schedules service interruptions with least interference and least inconvenience to properties.
- Inspects City sidewalks and asphalt roads for hazards in need of repair; measures and records displacements; submits locations for repair.
- Acts as liaison between the City, contractors, other agencies, and businesses and residents affected by projects; maintains communication among the parties and responds to and resolves issues and complaints or refers them to the proper office for resolution; prepares work orders in response to complaints.
- Provides input on general construction and site improvement specification and plan review.
- Prepares a variety of correspondence, reports, correction notices, procedures, and other written materials.
- Performs other related duties as assigned.

QUALIFICATIONS

Some knowledge, skills, and abilities may be performed by positions at the entry (I) level in a learning capacity:

Knowledge of:

- Principles of providing functional direction and training.
- Materials, methods, principles, and practices used in public works construction, including streets, curbs, gutters, sidewalks, drainage, streetlights, and related facilities and appurtenances.
- Principles and practices of public works construction inspection.
- Advanced practices of construction contract administration in a public agency setting.
- Applicable Federal, State, and local laws, codes, and regulations, including administrative and department policies and procedures.
- Technical principles and practices of engineering design, specification, and cost estimate preparation.
- Defects and faults in construction.
- Materials sampling, testing, and estimating procedures.
- Mathematical principles and theories.
- Technical report writing and preparation of correspondence.
- Principles and procedures of record keeping.
- Safe driving rules and practices.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.

- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Plan, organize, and coordinate the work of assigned staff.
- Effectively provide staff leadership and work direction.
- Inspect standard capital improvement and public works projects to ensure compliance with plans and specifications.
- Detect and locate faulty materials and workmanship and determine the stage of construction during which defects are most easily found and remedied.
- Review and analyze construction plans, specifications, maps, and legal descriptions for conformance with City standards and policies.
- Coordinate activities with multiple contractors, engineers, and property owners.
- Respond to complaints or inquiries from citizens, staff, and outside organizations.
- Prepare and maintain accurate and complete records; prepare clear and concise technical reports.
- Make accurate mathematical, financial, and statistical computations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to completion of the twelfth (12^{th}) grade and three (3) years of increasingly responsible experience in public works infrastructure inspection equivalent to the Construction Inspector II with the City of Tracy. Experience in a lead worker capacity is desirable.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in the field, to operate varied hand and power tools and to operate a motor vehicle to visit and inspect City of Tracy sites, including traversing uneven terrain, climbing ladders, stairs, and other access points; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; this is occasionally a sedentary office classification although standing and walking between work areas and to conduct inspections is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds.

ENVIRONMENTAL CONDITIONS

Employees partly work in the office and partly in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a “Local Emergency” is declared during the employee’s shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a “Local Emergency” is declared outside of the employee’s shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

ATTACHMENT C
February 2025
FLSA: Non-Exempt
CLASS CODE: 5416
BARGAINING UNIT: TEAMSTERS

SENIOR UTILITY MECHANIC

DEFINITION

Under general supervision, leads, trains, oversees and participates in the more complex and difficult work of a crew responsible for providing repair and maintenance of the City's mechanical, electrical, hydraulic and pneumatic equipment for the City's water and wastewater treatment plants, wells, lift and booster stations, and storm drain stations; set priorities and directs the work of assigned staff on a project or day-to-day basis, performs routine to complex maintenance work in an assigned area; provides technical and specialized support to supervisor and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management staff. Exercises technical and functional direction over and provides training to lower-level staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is the advanced journey-level in the Utility Mechanic class series that performs the most complex assignments required to ensure that mechanical, electrical, hydraulic, and pneumatic equipment in the City's water and wastewater infrastructure, systems, and facilities are maintained in a safe and effective working condition. Responsibilities include inspecting and attending to area of assignment in a timely manner and performing a wide variety of tasks in the maintenance and repair of mechanical, electrical, hydraulic, and pneumatic equipment in the water and wastewater infrastructure, facilities, systems, and appurtenances.

This class is distinguished from the journey-level Utility Mechanic II by the independent performance of the most highly skilled mechanical maintenance and repair work requiring a high level of knowledge and competencies. This classification is further distinguished from the Utility Maintenance Supervisor in that the latter is the full supervisory-level class in the series responsible for planning, organizing, supervising, reviewing, and evaluating the day-to-day work of the utility maintenance function.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides lead direction and training to assigned personnel; plans, schedules, prioritizes, and assigns mechanical, electrical, hydraulic, and pneumatic equipment maintenance and repair work in consultation with supervisor; communicates status of repairs to appropriate staff.
- Provides technical and functional direction to staff, reviews quality and controls quality of work.
- Performs preventive maintenance on, repairs, and replaces equipment involved in the operation and support of water and wastewater treatment plants and related facilities, storm drain stations, lift and collection systems, and water booster stations; performs basic carpentry, and electrical duties as required.
- Troubleshoots and provides diagnosis complex problems with industrial-type mechanical, electrical,

hydraulic, and pneumatic equipment; recommends time, equipment, and materials required to effect repairs; reads and interprets blueprints, construction drawings, and mechanical drawings when troubleshooting breakdowns, and maintains records.
- Trains employees in work methods, use of tools and equipment, and relevant safety precautions.
- Troubleshoots, repairs, and maintains electrical and electronic systems that include a variety of equipment such as generators and motors.
- Maintains a regular inspection schedule of water and wastewater treatment systems and plant facilities; performs preventative maintenance tasks on pumping and electrical equipment and machinery.
- Maintains a variety of tools and equipment, including pipe cutters and threaders, welding equipment, and drills and grinders; tests equipment after repair; conducts safety lock and tag outs when using electrical equipment and other machinery.
- Performs routine to complex maintenance and repairs of pumps, motors, drive systems and chemical feeders; cleans and maintains the boilers and related equipment; cleans and checks valves, bubbling lines, regulators, compressors, and filters; calibrates feeder systems and other plant equipment such as meters, pumps, valves, and samplers.
- Observes safe work methods and makes appropriate use of related safety equipment as required; may participate and assist in coordinating safety training.
- Maintains accurate records and logs of daily activities, using appropriate computer software applications.
- Operates a variety of hand and power tools and equipment related to work assignment as instructed
- Responds to and performs emergency repairs and other emergency services as necessary.
- Performs other related duties as assigned.

QUALIFICATIONS

Some knowledge, skills, and abilities may be performed by positions at the entry (I) level in a learning capacity:

Knowledge of:

- Principles of providing functional direction and training.
- Advanced principles, practices, methods, equipment, tools, and materials used in the maintenance, and repair of mechanical, electrical, hydraulic, and pneumatic equipment and facilities.as found in water and wastewater treatment plant operations, storm drain stations, lift and collection systems, and water booster stations.
- Procedures, equipment, materials, and tools used in the operation, maintenance and repair of pneumatic systems, motors, engines, pumps, compressors, disinfection equipment, and other related equipment.
- Practices and techniques related to basic mechanical and electrical work.
- Principles of operation of City water production, treatment, wastewater, and collection systems.
- Methods and techniques for operation, maintenance, and calibration of a wide variety of equipment, hand, shop, and power tools used in the work.
- Principles and practices related to basic troubleshooting and repair estimation.
- Principles and practices related to basic crane operations.
- Safe work methods and safety practices pertaining to the work, including CAL OSHA rules and standards.
- Confined space entry procedures, and related safety equipment.
- Applicable federal, state, and local laws, codes, and ordinances relevant to the area of responsibility
- Recordkeeping principles and procedures.
- Basic shop arithmetic.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language sufficient to perform the work assigned.
- Modern equipment and communication tools used for business functions and program, project, and task

coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Effectively plan, schedule, assign and oversee the activities of lower-level Utility maintenance personnel.
- Inspect the work of other and maintain established quality control standards.
- Train others in proper and safe work procedures; observe appropriate safety procedures and comply with applicable codes and guidelines.
- Perform a variety of skilled tasks in the mechanical, electrical, hydraulic, and pneumatic maintenance and repair of City facilities and equipment related to water and wastewater treatment plant operations, storm drain stations, lift and collection systems, and water booster stations.
- Inspect, operate, diagnose problems, and perform preventive maintenance and repair work on electric pumps, compressors, and power generation equipment.
- Read and interpret instruction manuals and diagrams.
- Accurately estimate time, materials, and supplies necessary to complete repairs.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools, and equipment required for the work.
- Maintain manual and automated logs, records, reports, and charts.
- Follow City policies and procedures related to assigned duties.
- Organize, maintain, and update clear and accurate office database and records systems.
- Make basic arithmetic computations.
- Perform work in confined spaces, following required confined space entry procedures.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently organize work with supervisor direction, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to completion of the twelfth (12^{th}) grade.

Three (3) years of increasingly responsible journey-level experience in the maintenance and repair of mechanical and electrical machinery including a wide variety of pumps motors boilers, electronic and hydraulic systems, including one (1) year of experience in a Water or Wastewater Treatment Plant facility with specific knowledge of hydraulic pump repair equivalent to that of a Utility Mechanic II at the City of Tracy.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid California Class C Driver's License upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.
- Possession of California Water Environment Association (CWEA) Mechanical Technologist Grade II certification is required at time of application.
- Possession of California Water Environment Association (CWEA) Mechanical Technologist Grade III certification is highly desirable.
- Possession of a Grade I Water Distribution Operator certificate issued by the State Water Resources Control Board (SWRCB) is required at time of application.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools, and to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds, or heavier weights with the use of proper equipment and assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

ATTACHMENT D
February 2025
FLSA: Non-Exempt
CLASS CODE: 5428
BARGAINING UNIT: TEAMSTERS

SENIOR LABORATORY TECHNICIAN

DEFINITION

Under general supervision, leads, trains, oversees and participates in the more complex duties in support of the Utilities division including collecting samples of potable and recycled water, wastewater, and industrial wastes and performing field and laboratory physical, chemical, biological, and bacteriological tests on various matrices; sets priorities and directs the work of an assigned area; provides technical and specialized assistance to the assigned management and supervisory staff; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management staff. Exercises technical and functional direction over and provides training to lower-level staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is the advanced-level classification in the Laboratory Technician series. Incumbents work under general supervision and exercise a high level of discretion and independent judgement in performing the full range of routine to complex duties related to water and wastewater laboratory analysis in accordance with state and EPA guidelines. Incumbents also provide lead direction to clerical, technical and administrative staff. Successful performance of the work requires the frequent use of tact, discretion, and independent judgment and full knowledge of departmental activities. This class is distinguished from the Utilities Laboratory Supervisor in that the latter is the full supervisory-level class in the series responsible for organizing, assigning, supervising, and reviewing the work of assigned staff in related laboratory work.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides technical and functional direction to assigned laboratory staff; reviews and controls quality of work; ensures effective and efficient use of resources; assists in coordinating, overseeing and personally participating in all laboratory related work while following standard procedures and guidelines.
- Trains employees in work methods, use of sampling tools and laboratory equipment, and relevant safety practices.
- Performs and interprets chemical, biochemical, biological, microbiological, and physical analyses of samples related to the treatment, quality control, and distribution of potable and recycled water, as well as treatment, quality control, and disposal of wastewater influent, effluent, and biosolids, following standard procedures and guidelines.
- Participates in the collection of samples at various sites throughout the water and wastewater systems for testing to determine the effectiveness of each stage of the treatment process.
- Sets up, calibrates, operates, and performs minor maintenance and repair to a variety of laboratory instruments and equipment.
- Prepares standard chemical solutions and reagents for laboratory processes; disposes of outdated materials in a safe and proper manner; prepares test kits for sampling, cleans glassware and equipment

to ensure that the laboratory is maintained in a clean and orderly condition.
- Maintains accurate records of test results and work performed; assembles and records test data and results using database software; prepares draft charts, graphs, and written reports.
- Periodically monitors inventory of laboratory supplies; orders materials and equipment to maintain supply levels; updates order records.
- Maintains quality control and quality assurance and follows safe work procedures within standard operating procedures and protocols.
- Participates in analyzing and interpreting laboratory results, recognizing problems that may be occurring during the treatment process.
- Performs complex testing and analyses of potable water, recycled water, and wastewater effluent to maintain laboratory certification and ensure regulatory compliance.
- Consults with appropriate operations staff regarding analysis results as necessary.
- Assists less experienced staff as necessary; attends periodic trainings to stay abreast of methodological and regulatory changes relevant to the field of work.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles of providing functional direction and training.
- Chemical, biological, and physical characteristics of various environmental matrices including recycled water, water, and wastewater.
- Principles, practices, techniques, equipment, and materials required for basic chemical, biochemical, biological, microbiological, and physical analysis of samples of potable water and wastewater.
- Applicable federal, state, and local laws, ordinances, regulations, and guidelines to the area of responsibility.
- Sampling techniques and related statistical analysis techniques.
- Safety procedures and equipment.
- Basic principles of water, recycled water, and wastewater treatment and distribution/disposal.
- Record-keeping principles and procedures.
- Principles and practices of data collection, analysis, and report preparation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language to perform the work.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Plan, schedule, assign and oversee activities of assigned laboratory personnel.
- Inspect the work of others and maintain established quality control standards.
- Train others in proper and safe work procedures; observe appropriate safety procedures and comply with applicable codes and guidelines.
- Identify and implement effective course of action to complete assigned work.
- Oversee and participate in related projects in the assigned functional area(s).
- Perform complex chemical, biochemical, biological, microbiological, and physical analyses of various matrices including potable water, recycled water, and wastewater.
- Make appropriate recommendations for the laboratory, plant or drinking water operations based on results of laboratory analyses.

- Research, analyze, and summarize data, and prepare and present accurate and reliable reports containing findings and recommendations.
- Organize, maintain, and update database and records systems.
- Make accurate basic chemical, arithmetic, and statistical computations.
- Maintain attention to detail and accuracy.
- Identify and take appropriate action when operating problems occur.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from the twelfth (12th) grade, supplemented by specialized training or college level course work in chemistry, biochemistry, microbiology, or related sciences and four (4) years of experience performing chemical or bacteriological tests in a laboratory or treatment plant, or at least two (2) years of experience equivalent to that of a Laboratory Technician II at the City of Tracy.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid California Class C driver's license upon appointment.
- Possession of a Grade II Laboratory Analyst certification issued by the California Water Environment Association (CWEA) or the American Water Works Association (AWWA) upon appointment.
- Possession of a Grade III Laboratory Analyst certification issued by the California Water Environment Association (CWEA) or the American Water Works Association (AWWA) within 18 months of appointment.
- Possession of a valid State Water Resources Control Board Distribution Operator Grade I certificate is highly desirable.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in standard office and laboratory settings and use standard office and laboratory equipment, including a computer, and to operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office and laboratory equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open

and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 40 pounds with the use of proper equipment

ENVIRONMENTAL CONDITIONS

Employees work in laboratory and office environments with low to moderate noise levels and controlled temperature conditions. Employees are frequently exposed to odors, fumes, and hazardous chemicals and physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Works outdoors, as needed, and subject to inclement weather.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

Attachment E
June 2025
FLSA: Exempt
CLASS CODE: XXXX
BARGAINING UNIT: TMMBU

LEGISLATIVE ANALYST

DEFINITION

Under general direction, manages, supervises, and coordinates the activities related assigned programs; performs specialized legislative, administrative and confidential staff support to the City Manager's Office; researches and analyzes local, state and federal legislation and policymaking activities to determine the impact on City operations and initiatives; provides responsible research and analytical duties; represents the City to community, state, and federal legislative groups, the public, and other agencies as assigned; participates in policy development and strategic planning; coordinates assigned activities with other departments, outside agencies, and the general public; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision or direction from assigned supervisory or management personnel. Exercises supervision over technical or administrative support staff.

CLASS CHARACTERISTICS

This is a professional classification that performs the full range of duties as assigned, working independently, and exercising significant judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the procedures and policies of the work unit. Responsibilities include developing and implementing policies and procedures for assigned programs and extensive research and analysis. Successful performance of the work requires the frequent use of tact, discretion, and independent judgment, knowledge of departmental and City activities, and extensive staff, public, and organizational contact.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Performs analysis on proposed and current legislation to determine the impact on City programs; composes specific briefings; researches supportive and opposing positions; and highlights issues to the City Manager, executive management team, and/or legal counsel, as necessary.
- Coordinates and performs professional-level administrative and programmatic work in City Manager's Office; conducts assessments and monitors program performance by researching and analyzing operational, fiscal, and technical data and impact to determine feasibility, resolve problems, and increase efficiency; consults with City staff, management, and outside agencies; recommends and implements modifications to systems and procedures.
- Assists in developing goals, objectives, policies, procedures, work standards, and administrative control systems for the programs as assigned.
- Prepares and assists in making presentations about legislative priorities, recommendations, and other materials for consideration by City management, community groups, policy leaders and other public

agencies.
- Actively identifies emerging issues and policy trends that may impact the City and helps determine the strategy to represent the City's interests.
- Plans, oversees, and administers assigned programs and projects; performs professional-level administrative work in such areas as research, reporting, grants, contract administration, management analysis, public information, and program evaluation.
- Communicates orally, in writing, or through graphic representations and statistical summaries with colleagues, managers, employees, the public, organized employee groups, and representatives of various organizations.
- Participates in the development, implementation, oversight and maintenance of new or revised programs, systems, procedures, and methods of operation; compiles and analyzes data and makes recommendations.
- Collects, compiles, and analyzes information from various sources on a variety of specialized topics related to programs administered by the position or by management staff including complex financial, budget, or administrative issues or questions; prepares comprehensive technical records and reports to present and interpret data, identifies alternatives, and makes and justifies recommendations.
- Plans, organizes, assigns, trains, reviews and evaluates the activities of technical and administrative support staff; conducts performance evaluations; implements discipline procedures as required; maintains discipline and high standards necessary for the efficient and professional operation of the assignment.
- Serves as a liaison with employees, public, and private organizations, community groups, commissions and committees, and other organizations; provides information and assistance to the public regarding the assigned programs and services; receives and responds to complaints and questions relating to assigned area of responsibility; reviews problems and recommends corrective actions.
- Prepares and submits various City Council, commission, committee, and staff reports, resolutions, ordinances, and correspondence regarding assigned activities.
- Maintains accurate records and files including specialized databases and systems for recording and tracking pending legislation at the local, state and federal levels.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field related to the area of assignment; researches emerging products and enhancements and their applicability to City needs.
- Provides technical and functional direction to assigned staff; reviews and controls quality of work; inspects and evaluates work in progress and upon completion to ensure compliance with applicable federal, state, and local laws, rules, regulations, ordinances, and City policies and procedures.
- Monitors quality of work and identifies opportunities for improving service delivery methods and procedures; provides recommendations concerning process changes and staffing levels; implements changes and improvements after approval.
- Performs other related duties as assigned.

QUALIFICATIONS

Some knowledge, skills, and abilities may be performed by positions at the entry (I) level in a learning capacity:

Knowledge of:

- Principles, practices, concepts and methods of state and federal legislation research, development, analysis and evaluation.
- Principles and practices of municipal management and government.

- Project and/or program management, analytical processes, project tracking and monitoring, and report preparation techniques.
- Principles and practices of public administration as applied to program administration.
- Research and reporting methods, techniques, and procedures including sources of information related to a broad range of municipal programs, services, and administration.
- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility including legislative protocols and lobbying regulations.
- Recent and on-going developments, current literature, and sources of information related to the operations of the department.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Record keeping principles and procedures.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Perform responsible legislative research, analysis and evaluation involving the use of independent judgement and personal initiative.
- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Coordinate and oversee programmatic administrative reporting activities.
- Plan and conduct effective management, administrative, and operational studies.
- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Plan, organize, and coordinate the work of assigned staff.
- Inspect the work of others and maintain established quality control standards.
- Train others in proper work procedures.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the

course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree in political science, governmental relations, business or public administration, or a closely related field and four (4) years of increasingly responsible experience performing duties related to legislative program support, intergovernmental coordination or a related field, two (2) years of which must have been in a municipal or public sector setting.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

Attachment F
June 2025
FLSA: Exempt
Class Code: 3345
Bargaining Unit: TMMBU

SUPERVISING CONSTRUCTION INSPECTOR

DEFINITION

Under general direction, plans, schedules, assigns, and reviews the work of construction inspection staff; supervises, plans, and coordinates a comprehensive construction inspection program, inspections of public works construction and capital improvement projects of City infrastructure, such as encroachment, grading, landscaping, traffic control, water quality, and public safety while ensuring compliance with applicable laws, regulations, and City policies related to area of expertise; ensures conformance with approved plans, specifications, contracts provisions, specifications and standards; provides complex staff assistance to departmental management staff in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management personnel. Exercises direct and general supervision over assigned staff.

CLASS CHARACTERISTICS

This is the full supervisory-level class in the Construction Inspector series. Incumbents are responsible for planning, organizing, supervising, evaluating, and participating in the work of staff performing comprehensive construction inspection work. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines. This class is distinguished from Construction Project Manager in that the latter overall responsibility for planning, organizing, reviewing, and evaluating the day to day operations of the Construction Management Division.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes, assigns, supervises, and reviews the work of assigned staff in the inspection of all City public works, infrastructure, and capital improvement construction projects.
- Participates in the development and implementation of goals, objectives, policies, and priorities for assigned services and programs; identifies resource needs; recommends and implements policies and procedures, including standard operating procedures for assigned work units.
- Evaluates employee performance, counsels employees, and effectively recommends initial disciplinary action; assists in selection and promotion of staff.
- Trains staff in work, technical applications of applicable regulations and safety procedures and in the operation and use of equipment and supplies; implements procedures and standards.
- Monitors operations and activities of the construction inspection work unit; recommends improvements and modifications and prepares various reports on operations and activities; recommends and assists in the

implementation of goals and objectives; assists with the administration of the divisional budget; implements policies and procedures.

- Determines and recommends equipment, materials, and staffing needs for assigned operations, projects, and programs; participates in the annual budget preparation; prepares detailed cost estimates with appropriate justifications; maintains a variety of records and prepares routine reports of work performance.
- Answers questions and provides information to the public; investigates complaints; recommends corrective actions to resolve issues.
- Supervises and performs inspections of public works construction and capital improvement projects of City infrastructure, such as encroachment, grading, landscaping, traffic control, water quality, and public safety while ensuring compliance with applicable laws, regulations, and City policies, and other functional elements.
- Confers with and provides information to those involved in inspection projects; monitors and controls supplies and equipment; orders supplies and tools as necessary; prepares documents for equipment procurement.
- Supervises, inspects and verifies work in progress and completed work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications.
- Oversees and participates in investigating complaints regarding construction inspections, to determine if violations or problem conditions exist; inspects and verifies work in progress and completed work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications.
- Supervises and conducts follow-up investigations to ensure compliance with applicable codes and ordinances; establishes and maintains accurate and complete case files; prepares documents and evidence for court proceedings and testifies in hearings and court proceedings, as necessary.
- Assists in the design, engineering, construction, and field inspection processes for capital improvement projects and private developments to ensure contractors' and developers' compliance with City standards; attends pre-construction meetings; performs detailed plan checks of construction and design plans to ensure adherence to established policy and sound engineering practices.
- Responds to and resolves various issues with residents, other departments, and outside agencies in a professional manner; identifies and reports findings and takes necessary corrective action.
- Serves as a liaison for the assigned functional area to other City departments, divisions, and outside agencies; attends meetings, as necessary; participates on a variety of boards, commissions, committees, and task forces; attends and participates in professional groups; stays abreast of new trends and innovations.
- Prepares and maintains a variety of correspondence, reports, notices, and other written materials.
- Represents the City in meetings with members of other public and private organizations, community groups, contractors, developers, and the public.
- Provides technical and administrative assistance to assigned departmental management staff; prepares and presents staff reports and other necessary correspondence; supervises the preparation and maintenance of related reports, records, and files; ensures the proper documentation of activities.
- Stays current on the status of new and pending regulatory legislation; recommends changes to current policies and procedures in order to comply with changes in legislation.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of construction inspection program development and administration.

- Basic principles and practices of budget and capital improvement program development, administration, and accountability.
- Materials, methods, principles, and practices used in public works construction, including streets, curbs, gutters, sidewalks, drainage, streetlights, and related facilities and appurtenances.
- Applicable Federal, State, and local laws, codes, regulations, and departmental policies pertinent to the assigned areas of responsibility.
- Safety principles, practices, and procedures of engineering and construction inspection and related facilities, equipment, and materials.
- Principles and practices of contract administration and evaluation.
- Technical principles and practices of engineering design, specification, and cost estimate preparation.
- Defects and faults in construction.
- Materials sampling, testing, and estimating procedures.
- Mathematical principles and theories.
- Technical report writing and preparation of correspondence.
- Principles and procedures of record keeping.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards for assigned area of responsibility.

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Identify problems, research and analyze relevant information, develop and present recommendations and justification for solution.

-
- Perform the most complex inspection duties and operate related equipment safely and effectively.
- Assist in recommending and implementing goals, objectives and practices for providing effective and efficient work standards.
- Organize, implement, and direct construction inspection, and related activities.
- Identify problems, research and analyze relevant information, develop and present recommendations and justification for solution.
- Develop cost estimates for supplies and equipment.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, procedures, and other written materials.
- Respond to complaints or inquiries from citizens, staff, and outside organizations.
- Maintain accurate records and files of work performed.
- Establish and maintain a variety of manual and computerized record keeping systems.
- Read, interpret, and produce drawings, blueprints, maps, and specifications.
- Make sound, independent decisions within established policy and procedural guidelines.
- Effectively represent the department and the City in meetings with other departments, public and private organizations, and individuals.
- Operate modern office equipment including computer equipment and software programs.

- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree in civil engineering, drafting, land surveying, construction management, mathematics, or related field and two (2) years of increasingly responsible experience in public works infrastructure inspection at a level equivalent to a Senior Construction Inspector with the City of Tracy.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect City development sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points, to operate a motor vehicle, and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas and to conduct inspections may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds.

ENVIRONMENTAL CONDITIONS

Employees partly work in the office and partly in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING THE FOLLOWING AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN AND MASTER SALARY SCHEDULE:

(1) ADDING THE CLASSIFICATIONS OF SENIOR CONSTRUCTION INSPECTOR, SENIOR UTILITY MECHANIC, SENIOR LABORATORY TECHNICIAN, AND LEGISLATIVE ANALYST.

(2) ADD SALARY RANGE FOR PART-TIME LIMITED-SERVICE POLICE CADET POSITION.

(3) AMENDMENTS TO THE EXISTING CLASSIFICATION OF SUPERVISING CONSTRUCTION INSPECTOR TO REFLECT MODIFICATIONS OF JOB DUTIES AND INCREASE THE BI-WEEKLY SALARY RANGE FOR THE SUPERVISING CONSTRUCTION INSPECTOR FROM $4,140.68- 5,032.65 TO $4,414.96 - $5,366.43 BI-WEEKLY.

WHEREAS, the City has established Classification and Compensation Plans and Master Salary Schedule detailing all job classifications and salary ranges; and

WHEREAS, periodically, the Human Resources Department receives requests to review existing classification specifications or to develop new classification specifications to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, experience, and/or service needs; and

WHEREAS, to support the growing demands of the Construction Division by adding an advanced level classification in the Construction Inspector series to assist the Supervising Construction Inspector to provide lead direction and training to less experienced staff, staff recommends the creation of the Senior Construction Inspector; and

WHEREAS, to support the long-term recruitment strategy and strengthen the development of future law enforcement professionals, staff recommends adding a salary range for the part-time Limited-Service Police Cadet position; and

WHEREAS, to support the growing demands of the City's water and wastewater infrastructure by adding an advanced journey-level classification in the Utility Mechanic series to provide training and lead direction and provide for a natural career progression, staff recommends the creation of the Senior Utility Mechanic; and

WHEREAS, to support the growing demands of the City's water and wastewater infrastructure by adding an advanced journey-level classification in the Laboratory Technician series to provide training and lead direction to staff assigned to the utilities laboratory, staff recommends the creation of the Senior Laboratory Technician; and

WHEREAS, to support the needs of the City Manager's Office by adding a Legislative Analyst to provide research, analysis and analytical support to the City Manager and other Executive Staff, staff recommends the creation of the Legislative Analyst; and

WHEREAS, the Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires the City Council to approve the rate of pay or classification titles in a publicly available pay schedule for employees who are members of CalPERS; and

WHEREAS, State law also requires that the City Council approve a Master Salary Schedule reflecting the salaries of all personnel; now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby finds and determines that the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City; and be it further

RESOLVED: That the City Council hereby authorizes amendments to the City's Classification and Compensation Plans and Master Salary Schedule, as set forth in the Proposed Master Salary Schedule shown in Attachment A; and be it further

RESOLVED: That the Proposed Master Salary Schedule shall become effective June 29, 2025.

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

The foregoing Resolution 2025-____ was adopted by the Tracy City Council on the 3rd day of June 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Attachments:

A. Amended Master Salary Schedule Effective 6/29/2025

June 3, 2025

Agenda Item 1.M

RECOMMENDATION

Staff recommends that City Council adopt a resolution authorizing the execution of a Master Professional Service Agreement with Kimley-Horn & Associates, Inc., for an initial term of two years and a not-to-exceed annual amount of $500,000 for City-funded projects and on a per-contract basis for developer-funded projects which will be funded through the respective Cost Recovery Agreements.

EXECUTIVE SUMMARY

This agenda item seeks authorization to execute a Master Professional Service Agreement (MPSA) with Kimley-Horn & Associates, Inc. (Kimley-Horn), selected from the City's existing on-call list to provide environmental review and planning assistance services for an initial term of two years and for a not-to-exceed amount of $500,000 per fiscal year for City-funded projects and on a per-contract basis for developer-funded projects.

In June of 2024, a list of seven approved on-call consultants was approved by the City Council, and contracts were executed with six consultants – this is the seventh, and the last contract to be completed.

BACKGROUND AND LEGISLATIVE HISTORY

An on-call list is the practice of prequalifying consultants to be available at specific times for specific expertise areas, so that the City may utilize them on an as-needed basis by the terms outlined in an MPSA between the City of Tracy and the respective consultant.

Currently, the city uses six firms for California Environmental Quality Act (CEQA) and planning assistance, contracted through Master MPSAs executed in 2024. Whenever staff shortages, peaking workloads or the complexity of a project mandates external assistance, consultants have been called upon to perform various tasks needed to complete work. Having multiple firms retained for the necessary work will ensure that the various services can be obtained in a timely manner.

ANALYSIS

Staff in the Community and Economic Development Department work with various developers on many entitlement applications, most of which include the need for environmental analyses, as well as project management and other planning assistance. Some examples include multiple annexations for the eventual development of industrial buildings and residential subdivisions, workforce/affordable housing policies, and several residential subdivision projects, many of which require General Plan and/or Zoning amendments. In consideration of the timing needs of the developers, staff is tasked with expediting the completion of the entitlements of these projects, including their necessary environmental studies.

The City is also working on several other large-scale City-initiated projects, including an update to the City's Municipal Services Review, which may include an expansion of the Sphere of Influence, drafting of an environmental sustainability ordinance for industrial development, annexation of the Patterson Pass Business Park, implementation policies and procedures for

the Housing Element, and a potential update to the General Plan and Sustainability Action Plan.

The proposed Master Professional Services Agreements would enable City planning staff to utilize Kimley-Horn, the last consultant on the approved on-call list for a two-year term expiring June 30, 2027. The agreement would be subject to a not-to-exceed amount of $500,000 annually for City-funded projects and on a per-contract basis for developer-funded projects. Staff recommends the City Council authorizes the execution of an MPSA with Kimley-Horn.

The proposed MPSA specifies that the City may allocate work to Kimley-Horn based on the City's budget, Cost Recovery Agreements, and the required services needed at the time.

CEQA DETERMINATION

The proposed on-call agreement is for procurement of planning services only and is therefore not a "project" under the California Environmental Quality Act. Pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that executing an MPSA will have a physical effect on the environment.

FISCAL IMPACT

Funding consultants for CEQA and planning assistance services will come from the project-specific cost recovery agreements and the Community and Economic Development Department budget as appropriate.

Kimley-Horn has been in contract with the City for the same services for the last several years and their use has varied each year, based on the applications submitted for processing, the types of projects staff is directed to complete, and City staffing levels. In calendar years 2022 and 2023, the costs associated with them was $252,722, 90% funded by CRAs and application fees, the remaining by capital projects budget.

The MPSA allows the City to terminate the agreements if adequate funding does not exist.

STRATEGIC PRIORITY

This agenda item is not related to a City Council Strategic Priority.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the execution of a Master Professional Service Agreement with Kimley-Horn, for an initial term of two years and a not-to-exceed annual amount of $500,000 for City-funded projects and on a per-contract basis for developer-funded projects, which will be funded through the respective Cost Recovery Agreements.

Prepared By: Victoria Lombardo, Senior Planner

Reviewed by: Scott Claar, Planning Manager
Forrest Ebbs, Director of Community and Economic Development
Sara Castro, Director of Finance
Andrew Chen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo Sanchez, Assistant City Manager

ATTACHMENTS

Attachment A – Master Professional Service Agreement with Kimley-Horn & Associates, Inc.

Docusign Envelope ID: 1ABCC642-64C1-4878-9A11-97616E707BC7

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
Kimley-Horn and Associates
CEQA Services and Planning Assistance

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Kimley-Horn and Associates, Inc. ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to provide CEQA services and planning assistance for Community and Economic Development Department planning staff projects as further described herein and in Exhibit A.

B. On March 14, 2024, City issued a Request for Proposals (RFP) for CEQA services and planning assistance. On April 8, 2024, Consultant submitted its proposal for the services to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

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

D. This Agreement was approved on _____, 2025 pursuant to Tracy Municipal Code Section 2.20.140(3), and City Council Resolution No. 2025-____.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto ("Services") for the City's benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Alex Jewell. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of Community and Economic Development ("Director") from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

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1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion. Notwithstanding any other provisions of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, epidemics, pandemics, quarantine or acts of the Client, third parties, or governmental agencies.

2.1 Term. The term of this Agreement shall commence on July 1, 2025 and expire and terminate automatically on June 30, 2027 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of one year(s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

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

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed $500,000 ((Five Hundred Thousand) Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

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

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

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

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

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and to the extent against any claims arising out of Consultant's negligence or willfull misconduct in the performance this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The Consultant's indemnification obligation applies to the maximum extent allowed by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

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

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

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

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

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

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To City:

Community and Economic Development Director
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

Kimley-Horn and Associates, Inc.
Alex Jewell
555 Capitol Mall, Suite 300
Sacramento, CA 95814

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

12. Miscellaneous.

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

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

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

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

12.5 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.

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Dan Arriola
Title: Mayor
Date: _____

Attest:

April B. A. Quintanilla, City Clerk
Date: _____

Approved as to form:

Andrew Shen, Interim City Attorney
Date: _____

Consultant
Kimley-Horn and Associates, Inc., a North Carolina Corporation

Signed by:
PE #64621
301FFB500196405...

By: Frederik J. Venter
Title: Vice President
Date: 4/16/2025 | 10:44 AM PDT

Federal Employer Tax ID No. 56-0885615

DocuSigned by:
Parag G. Mehta
ADEC309FDDA0465...

By: Parag G. Mehta
Title: Assistant Secretary
Date: 4/16/2025 | 11:16 AM PDT

Exhibits:

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

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EXHIBIT A

Services

The Consultant shall provide the services and deliverables set forth in this **Exhibit A**. The Consultant shall provide all services and deliverables required by this **Exhibit A** to the satisfaction of the City.

General Description of Project for which Consultant will Provide Services:

Consultant shall be on-call to provide environmental analyses and project management for various current and future development and planning projects. This may include but is not limited to applicant-driven development projects, City-initiated policy and municipal code analyses and updates, amendments to the City's Sphere of Influence and Municipal Services Review, annexations, General Plan Amendments, Specific Plans, and the like.

General Description of Services the Consultant will Provide:
City will confer with the Consultant and receive and approve a written scope of work for each individual project, executing a task order with an estimated budget and timing at the beginning of each task.

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EXHIBIT B

Compensation

Fee Schedule/Hourly Rates

Classification	Rate
Analyst I	$135 - $190
Analyst II	$190 - $250
Professional	$240 - $280
Senior Professional I	$285 - $345
Senior Professional II	$350 - $420
Senior Technical Support	$125 - $305
Technical Support	$115 - $180
Support Staff	$95 - $160

BR00PUSPL.A.CCT

Rates are effective from July 1, 2024, through June 30, 2027.

Rates are subject to annual escalation beginning July 1, 2027.

For each Task Order under the On-Call, staff will be billed within the appropriate category range above, based on their classification at the time of Task Order.

External Reimbursable Expenses will be charged at 10% mark-up, or per the Contract.

Sub-Consultants will be billed at 10% mark-up or per the Contract.

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EXHIBIT C - Task Order Form

TASK ORDER FORM

Project:	_____
Consultant:	_____
Project Task Order Number:	[X of X]
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	$_____.00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	$_____.00
Remaining Total Not to Exceed Amount upon completion of this Task:	$_____.00

APPROVED BY CITY REPRESENTATIVE

_____
[Insert Name and Position]

_____
Date

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

AUTHORIZING THE EXECUTION OF A MASTER PROFESSIONAL SERVICE AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC., FOR AN INITIAL TERM OF TWO-YEARS (2) AND A NOT-TO-EXCEED ANNUAL AMOUNT OF $500,000 FOR CITY-FUNDED PROJECTS AND ON A PER-CONTRACT BASIS FOR DEVELOPER-FUNDED PROJECTS WHICH WILL BE FUNDED THROUGH THE RESPECTIVE COST RECOVERY AGREEMENTS.

WHEREAS, the City of Tracy has a variety of planning applications and projects that require specialized California Environmental Quality Act (CEQA) and professional services; and

WHEREAS, planning staff receives for processing over 150 applications annually and is experiencing substantial demand for growth in residential and industrial sectors; and

WHEREAS, the City requires the support of professional, technical CEQA, and related services from outside firms to process many of the applications; and

WHEREAS, the City published a Request for Proposals for such services on March 14, 2024 which resulted in nine proposals submitted by the April 8, 2024 deadline, of which seven were selected; and

WHEREAS, Kimley-Horn & Associates, Inc. (Kimley-Horn) was one of the seven consultants deemed to be qualified to provide CEQA and planning assistance services; and

WHEREAS, staff recommends that the City Council authorize the execution of a Master Professional Services Agreement (MPSA) with Kimley-Horn to provide CEQA and planning assistance services, on an on-call basis, to provide staff flexibility to utilize the consultant on an as needed basis; and

WHEREAS, the MPSA will have a term of two years with a not-to-exceed annual budget of $500,000 for City-funded projects and on a per-contract basis for developer-funded projects; and

WHEREAS, the funding for the MPSA will be through existing budget authority, as granted by the City Council through the budget approval process and through project-specific cost recovery agreements; and

WHEREAS, through the budget approval process, the City Council approves an anticipated, estimated amount of funds anticipated to be collected from application fees set forth

in the City's Master Fee Schedule, and expenses not covered by such fees are appropriated General Fund amounts, which amount is adjusted as needed throughout the fiscal year; and

WHEREAS, the City will utilize the requested services on an on-call basis, and the City will issue Purchase Orders for the scopes of work needed; and

WHEREAS, the proposed on-call agreement is for procurement of CEQA and planning assistance services for the processing of applications, and this action of executing said agreement will not result in any physical changes in the environment. Therefore, this action is not considered a project under the California Environmental Quality Act, Guidelines Section 15061(b)(3); now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Master Professional Services Agreement (MPSA) with Kimley-Horn to provide on-call CEQA and planning assistance services for a not-to-exceed amount of $500,000 annually for City-funded projects and on a per-contract basis for developer-funded projects for a term of two years (total not-to-exceed amount of $1,000,000 for City-funded projects); and be it

FURTHER RESOLVED: That the MPSA shall be approved as to form and legality by the City Attorney; and be it

FURTHER RESOLVED: That the City Council hereby finds that this action is not a project under CEQA pursuant to Guidelines Section 15061(b)(3).

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 3rd day of June 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 3, 2025

Agenda Item 1.N

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving Amendment No. 1 to the Professional Services Agreement with Dewberry Engineers, Inc. of Manteca, California, to provide construction management services through April 29, 2027, with a corrected total not-to-exceed amount of $2,116,464, to cure a clerical error, for the International Parkway Bridge Replacement and Expansion Project, Capital Improvement Project 73148.

EXECUTIVE SUMMARY

The International Parkway Bridge Replacement and Expansion Project, Capital Improvement Project (CIP) 73148 (Project) is an approved CIP with an approved project budget of $17,839,954.

After a formal public bidding process and analysis, Dewberry Engineers, Inc. of Manteca, California (Consultant), was selected to provide construction management services through April 29, 2027, with a total not-to-exceed contract amount of $2,116,464. City Council approved the Professional Services Agreement (PSA) at the May 6, 2025, City Council meeting, but there was a clerical error, and the PSA was approved for $211,464.65. The actual amount was $2,116,464 that was budgeted and accounted for in the cost analysis and total cost calculations. Due to exigency of circumstances because of the project timeline restraints, staff entered into an agreement for the amount that was approved by the City Council as work had to be started in order to meet the deadline of the Economic Development Administration (EDA) grant. This agenda item seeks Council to approve an amendment to the PSA with Consultant to the correct total not-to-exceed amount to $2,116,464 to cure this error.

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 Interstate 205 (I-205) in the north to Interstate 580 (I-580) in the south in the International Park of Commerce (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.

On April 29, 2021, the City was awarded an Economic Development Administration (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 a Letter of Credit (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.

On May 5, 2025, through Resolution No. 2025-093, the City Council approved a project budget of $17,839,954 and approved a PSA with Consultant in the amount of $211,464.65. In the interest

of time, staff executed a PSA (Attachment B) with Consultant for the amount approved by City Council so work could be started on this Project.

ANALYSIS

The City issued a Request for Proposals (RFP) for construction management services for the Project on November 21, 2024. The City received and interviewed three candidates. As a result of the interview process and proposal review, staff has determined that Dewberry was the best option to fulfill this role. The total cost for Dewberry's services are estimated at a not-to-exceed amount of $2,116,464. City Council approved a PSA in the amount of $211,464.65 due to a drafting error. Staff seeks to amend the PSA to correct the total not-to-exceed amount to $2,116,464
(Attachment C).

The total estimated cost of this Project is as follows:

Construction Bid	$14,125,000
Contingency 10%	$ 1,412,000
Design Support during Construction	$ 186,490
Project Management	$ 2,116,464
Total Project Cost	**$17,839,954**

FISCAL IMPACT

The International Parkway Bridge Replacement and Expansion, CIP 73148, is an approved Capital Improvement Project with an approved project budget of $17,839,954. The Amendment to the PSA is within the approved Project budget, as it reflects the originally intended amount for Project Management.

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 Environmental Impact Report (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 approving Amendment No. 1 to the Professional Services Agreement with Dewberry Engineers, Inc. of Manteca, California, to provide construction management services through April 29, 2027, with a corrected total not-to-exceed amount of $2,116,464 to cure a clerical error, for the International Parkway Bridge Replacement and Expansion Project, Capital Improvement Project 73148.

Prepared by: Veronica Child, Management Analyst II

Reviewed by: Sharat Bandugula, PE, Assistant City Engineer
Forrest Ebbs, Community and Economic Development Director
Sara Castro, Finance Director
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo Sanchez, Assistant City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – PSA with Dewberry Engineers, Inc.
Attachment C – Amendment No. 1 to PSA with Dewberry Engineers, Inc.

International Park of Commerce (IPC)

Attachment A

International Parkway Bridge Project



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CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
DEWBERRY ENGINEERS INC., A VIRGINIA CORPORATION FOR CONSTRUCTION MANAGEMENT SERVICES FOR INTERNATIONAL PARKWAY BRIDGE REPLACEMENT AND EXPANSION PROJECT CIP 73148 | EDA AWARD NO.07-79-07715

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

Recitals

A. City desires to retain the professional services of Consultant to provide construction management services including coordination and meetings, administration, grant administration, documentation, meetings, submittals, permits, monitoring of construction operation for contract compliance, material testing, monthly progress report, review of weekly report-Davis Bacon, quarterly and semi EDA reports, federal financial report S.F-425, change orders and all EDA change orders reviews, EDA, BOR, SLDMWA site inspection reports, audit preparation documentation, project closeout, final project report, EDA local programs compliance as further described herein and in Exhibit A.

B. On November 21,2024 , the City issued a Request for Proposals (RFP) for the Scope of Work defined below. On December 20, 2024, Consultant submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant's professional services as set forth in this Agreement.

D. This Agreement was approved on May 6, 2025 pursuant to Tracy Municipal Code Section 2.20.140 and City Council Resolution No. 2025-093.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work"). The Scope of Work shall be performed by, or under the direct supervision of, Consultant's "Authorized Representative": **Howard Zabell, PE, Vice President, Principal-in-Charge.** Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without the City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.

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2. Time of Performance. Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on **April 15, 2025,** and expire and terminate automatically on **April 29, 2027**, or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of **one (1)** year(s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $211,464.65 (two hundred eleven thousand four hundred sixty four dollars and sixty five cents). Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Work.

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

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

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

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

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

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

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

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In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

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

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

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

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

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

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

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

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

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

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

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

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a

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form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

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

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

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

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Scope of Work, upon termination of this Agreement, or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

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

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

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

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

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

To the City:
City of Tracy
Attn: Sharat Bandugula, PE
Acting Assistant City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Dewberry Engineers Inc.
Attn: Howard Zabell, PE, Vice President,
Principal-in-Charge
903 W. Center St. Suite 1
Manteca, CA 95337

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

12. General Provisions.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's performance of the Scope of Work 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.

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

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

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

12.5 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.

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12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

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

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

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

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

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

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

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

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

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12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

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

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

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

[Signature Page to Follow]

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As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

Signed by:
By: _____
7C83F312094949C...
Dan Arriola

Title: Mayor
Date: 5/20/2025 | 10:59 PM PDT

Attest:

Signed by:
_____
F16DD30BC2B8498...
~~Necy Lopez, Acting City Clerk~~
April B. A. Quintanilla

Approved as to form:

Signed by:
_____
954528B947D5424...
for Andrew Shen, Interim City Attorney

Dewberry Engineers Inc. Virginia Corporation

By: _____
Howard Zabell, PE

Title: Vice President, Principal-in-Charge
Date: 5/15/2025

Federal Employer Tax ID No. 13-0746510

By: _____
Cynthia Chen

Title: CFO
Date: 5/16/2025

Exhibits:

A	Scope of Work
B	Compensation

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EXHIBIT A - Scope of Work

CONSTRUCTION MANAGEMENT SERVICES FOR THE CITY OF TRACY
INTERNATIONAL PARKWAY BRIDGE REPLACEMENT AMD EXPANSION
PROJECT CIP 73148 AND
ECONOMIC DEVELOPMENT ADMINISTRATION
AWARD NO. 07-79-07715

1.1 Construction Management

The consultant will coordinate all construction activities and operations with the City and all project stakeholders like EDA, BOR, and SLDMWA. The consultant will track the progress of the work completed by the contractor and utilize a series of sub subconsultants to complete specialized work. The consultant will utilize a variety of staff to coordinate activities to complete the specified activities in accordance with standard industry practice including Caltrans procedures and specifications. The consultant will complete all documentation, report the progress of the project on a monthly basis, and provide it to the City, EDA, and other stakeholders.

DELIVERABLES: Correspondence and Monthly Progress Reports.

1.2 Coordination and Meetings

The consultant will hold an initial preconstruction and weekly progress meeting to coordinate communication with the contractor, the City, the designer, and other stakeholders, as necessary. Our staff will meet with the contractor to discuss upcoming operations, contract requirements, and potential issues related to proposed construction activities.

Separate field meetings with other stakeholders to discuss their concerns may be necessary to keep the project moving forward. Before the contractor's demobilization, we will invite all stakeholders to walk the project with us to make sure their concerns have been addressed. Constant communication with all parties will lead to the successful, on-time completion of the project.

DELIVERABLES: Meeting notices, agendas, handouts/exhibits, and minutes.

1.3 Administration

The consultant will track all project documentation, including contract status, applications for payment, PCOs, CCOs, RFIs, submittals, inspector daily reports, progress photos, up to date schedule information, project correspondence, and labor compliance in accordance with EDA requirements. The consultant will file documentation according to the Caltrans Uniform System to aid in quick document retrieval and delivery of project files at the end of the project.

In addition to paper documents, the consultant office engineer will keep electronic copies of all project information in the electronic project filing system CMIS, as well as cloud storage using MS One Drive. Access to the records will be available to the team members and the City. OE will also monitor certified payroll, labor compliance, and minority/female tracking information generated by the contractor to verify compliance with state and federal laws.

Consultants' electronic record keeping system, CMIS, supplemented by MS One Drive, allows a seamless electronic path for field staff to interact with the resident engineer, inspector, office engineer, the City, materials subconsultant, the designer, and the contractor in a secure manner,

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right from the project site.

DELIVERABLES: Monthly Progress Reports, Review of Weekly Payroll – Davis Bacon, Quarterly EDA Report, Semi Annual EDA Financial Report, Monthly Progress Report, Monthly EDA Progress Payment Request, Federal Financial Report Form S.F.- 425, Change Orders and all EDA Change Order Reviews, EDA, BOR, SLDMWA Site Inspection Reports, Project Closure, and Audit Preparation Documentation.

1.4 Grant Administration, Summary, Scope of Work

The consultant will manage the project in accordance with EDA CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS. The consultant will follow requirements set forth in the EDA provisions and will share project documentation, maintain project files for review by the EDA, and accompany any visits by EDS staff over the course of the project.

The consultant will assist the City to comply with Federal regulations and compliance, which require that certain reports be submitted quarterly and semi-annually. The documents below need to be completed by the City and submitted regularly to the EDA Regional Office Project Engineer.

DELIVERABLES: Quarterly EDA Report Semi Annual EDA Financial Report, Monthly Progress Report, Monthly EDA Progress Payment Request, Federal Financial Report Form S.F.- 425.

1.5 Documentation

Consultant field inspection staff will inspect the contractor's construction work daily. The inspector will document all constructed facilities before burial and observe all tests required to be performed by the contractor as referenced in the contract documents.

Daily inspection reports and diaries of the contractor's construction activities shall be completed daily and transmitted to the City Project Manager/Resident Engineer/EDA. The consultant's Inspector shall compare notes with the contractor's representative at the end of each day to confirm work that is accomplished and quantities. The inspector will document special situations by photograph or video. The inspector shall document any defective work until it is repaired to the City's satisfaction and quality of work in accordance with the contract document.

Daily inspection reports shall include, at a minimum, the following information:

- The number, classification and hourly summary of activity of each of the contractor's employees working.
- Materials deliveries.
- Number, type, and hourly summary of contractor's equipment on site, both working and not used.
- Weather conditions.
- Discussions with the contractor.
- Problems and issues addressed.
- Changes and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice.

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1.6 Project Team Kick-Off Meeting

The consultant will arrange and participate in a kickoff meeting to establish a Project Management Team consists of the involved Resident Engineer,
Inspection staff, City, EDA, Federal Bureau of Reclamation, San Luis Delta-Mendota Water Authority, key subconsultants, and other necessary stakeholders. This meeting is meant to review the construction contract documents, clarify issues, establish working relationships, and review and verify mutual understanding of contract administration issues.

DELIVERABLES: Meeting notices, agendas, handouts/exhibits, and minutes.

1.7 Submittal Identification

The consultant will establish, with the assistance of the Design Engineer, a list of the submittals that will be required of the contractor with due dates to support expected schedule activities. Consultant will work with the City and project stakeholders, including EDA, BOR, and SLDMWA to determine if any other external submittal reviews will be necessary to satisfy permits or access agreements.

DELIVERABLES: Submittal list processing schedule.

1.8 Permits

The consultant will work with the City and the designer to develop a list of permits from regulatory verify that the City and/or contractor have obtained all required permits from regulatory agencies. Potential permits to be acquired may include a series of permits contained in the construction contract. Once the list is generated, it will be presented to the contractor to obtain all required permits for the project before work starts. The consultant will monitor the contractor's progress and compliance throughout the project with the provisions of any permitting requirements.

DELIVERABLES: Permit list

TASK 2 – CONSTRUCTION PHASE SERVICES

2.1 Monitoring of Construction

Operations for Contract Compliance

As the resident engineer for the City's project, our role is twofold: (1) to verify that construction proceeds in accordance with the City's plans and specifications and all other pertinent project standards and (2) to conduct inspections to verify the workmanship and quality of all work conducted on site. This includes inspecting the methods, means, and techniques utilized by the contractor or any of their sub-contractors. Daily, the Consultant's inspectors will document any deficiencies or deviations from the contract documents in writing, send the information to the contractor, and bring issues to the City's attention. Inspectors will be responsible for:

- Monitoring the contractor's work for general conformance with the plans and specifications.
- Documenting the progress of the work with daily diaries and photographs.
- Monitor contract change order work in the field.
- Confirming that the designer's submittal comments are incorporated into the work.

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- Reviewing the contractor's as-built record drawings status.
- Coordinating materials testing, including Buy America requirements.
- Coordinating with City, Stakeholders, and utility oversight personnel.
- Reviewing and logging materials testing results and addressing non-conforming tests.
- Preparing deficiency and punch lists.

DELIVERABLES: Daily work diaries, Misc. CM Reports, Construction materials testing and special inspection reports, Contract change orders, EDA Review and Approval of change orders, Monthly quantity estimates for progress payments, Contractor submittals, Payment requests, and Record of all as-built changes.

2.2 Materials Testing

The consultant will utilize a consultant (BSK Associates) to provide source and special inspection, field testing, and lab testing services. All field and source inspections will be in accordance with Caltrans standards and requirements. BSK will employ effective methods for controlling the quality of materials and utilize qualified, certified, and experienced personnel performing inspection/ testing. (i.e. ASNT NDT II & III, CWI, etc.).

Sub Consultant (BSK) will follow appropriate materials management process (like METS CEM-3101, TL-28 and
TL-608 process). They will also establish a nonconformance and nonconformance resolution process with the document control system. Consultant field staff will coordinate, oversee, and validate soil, aggregate, structural concrete, and HMA testing results at proper frequencies and perform QA services for steel girders, miscellaneous metals, galvanizing, and review of welding & steel submittals. Compliance with Buy America requirements and the new Buy Clean California Act, where applicable, will be verified. The consultant will review light poles for street and bridge lighting and traffic signal components where/when applicable. The resident engineer will review the test results, forward copies of the test results to the City's project manager EDA as part of the monthly report and will work with the contractor to resolve any deficiencies. All test procedures will be in accordance with the contract documents and Caltrans testing methods.

The consultant will verify compliance with design requirements for the duration of the project and will coordinate with material suppliers and arrange for source inspection where required. The consultant will serve as the single point of contact with fabricators and will maintain compliance with the contract documents. The consultant will collect forms for Notices of Materials to be Use from the contractor for tracking and compliance.

DELIVERABLES: Material testing reports, logs, and certifications.

2.3 General

The consultant will assign a Resident Engineer and Inspection staff to fully cover the needs of the project to satisfactorily monitor the anticipated construction activities. The consultant plans to oversee field activities with full-time inspection staffing to meet the requirements of the City and external stakeholders such as EDA, BOR, and SLDMWA.

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2.4 Work to be performed by others

A. CONSTRUCTION STAKING

It is understood that the bridge contractor will provide the construction staking and surveying on this project. The consultant will monitor survey visits as needed and request survey notes after each visit. The consultant will review and check the survey and construction information set in the field for reasonableness. The consultant will closely check notes for bridge features such as abutments, piers, retaining walls, columns, approach slabs and roadway approaches and ties to existing features. The consultant will also check surveys for layout of proposed utilities and the preservation of utility relocations. These may include storm drain alignments, electrical boxes, poles, lights, sewer, gas, and water.

B. MISCELLANEOUS

A. SWPPP
This project is likely to be a Risk Level 2 Storm Water Pollution Prevention Plan (SWPPP). Depending on who is required to prepare the SWPPP. A consultant can prepare and assist the City with uploading the document to the SMARTS system and filing the Notice of Intent in the SMARTS database. If the City has the contractor prepare the SWPPP, the Consultant can review and assist with filing the Notice of Intent and uploading the SWPPP into the SMARTS database. Consultant staff can also assist the City or the contractor's QSP/QSD with BMP inspections during construction. Our project staff is trained in the latest stormwater pollution control requirements. We understand the importance of the various BMPs and will verify that they are properly installed and functional. In addition, we will confirm that the contractor is completing and submitting the required reporting forms and, at the City's request, are able to provide our own independent reports as well.

B. ENVIRONMENTAL
In accordance with the permit requirements, the Consultant's biologist will be on-site regularly to inspect the SWPPP and permit requirements. In addition, we will confirm that the contractor is completing and submitting the required reporting forms.

C. PUBLIC OUTREACH
The consultant will assist the City in developing the public involvement plan that strategically targets key
audiences, implementing a proactive plan during active work. The plan will also provide detailed and timely information to nearby impacted businesses, stakeholders, and the greater traveling public.

DELIVERABLES: Miscellaneous report.

TASK 3 – POSTCONSTRUCTION PHASE SERVICES

3.1 Project Closeout

Per the EDA requirements, within 30 days of the end of the reporting period. Meeting this deadline is important as it allows EDA to monitor expenditures and project progress and help recipients with any challenges. Late or absent FFRs can result in EDA withholding grant funds.

DELIVERABLES: As-built drawings.

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3.2 Final Project Report

The consultant will prepare and deliver a Final Project Report documenting all project contract administration and inspection activities. The report will summarize information included in each monthly progress report, as well as additional pertinent information. The consultant will work with the City to follow the requirements set forth in the EDA final Disbursement Checklist.

DELIVERABLES: Monthly Project Report As-built drawings, Final distribution per EDA checklist and Final Acceptance Report.

3.3 EDA Local Programs Compliance

The consultant will prepare the necessary project reporting during construction to keep the City in full compliance with EDA grant requirements. The consultant will prepare and submit EDA forms to the City and EDA Regional Office Project Engineer. Procedures will include Project closeout Procedures/Audit consistent with EDA Regulations.

DELIVERABLES: All applicable EDA Project Reports

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Personnel:

Howard Zabell, PE, Principal-in-Charge

Rob Shackelford, PE, CCM, Construction Manager Manager

Kyle Cameron, PE, Resident Engineer

Said Najafi, Bridge Engineer

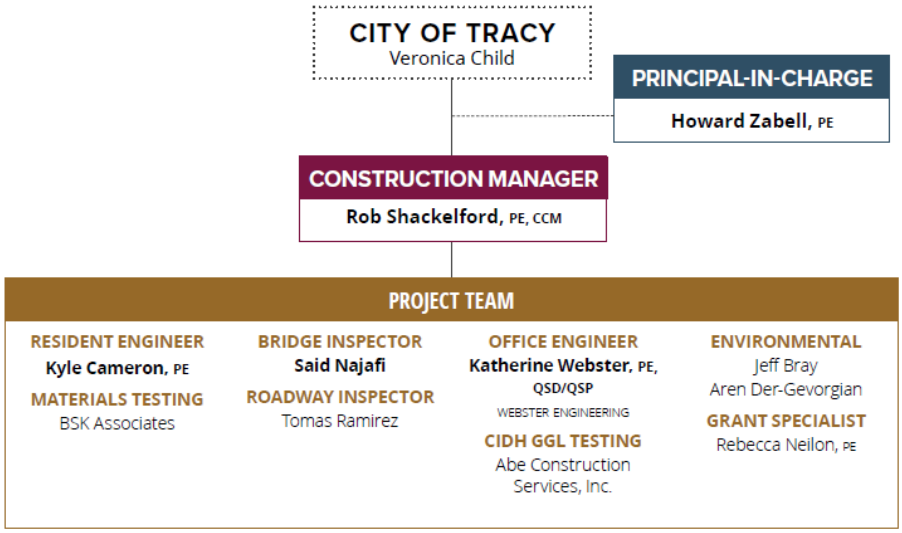
Katherine Webster, PE, QSD/QSP, Office Engineer

Subconsultants:

Webster Engineering, Inc. (WEI)

BSK Associates

Abe Construction Services, Inc. (ACS)



BOLD Indicates key staff

5. Key Personnel Commitment

Our key personnel identified will be available for the duration of the project. No person designated as key will be removed or replaced without the prior written concurrence of the City. If a change is needed due to unforeseen circumstances, Rob will notify the City immediately and begin transition plan measures. He will select and propose a substitute for the City's approval who brings equal or greater qualifications to the project.

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EXHIBIT B - Compensation

See attached

Amendment No. 1
To Professional Services Agreement

This Amendment No. 1 (**Amendment**) to the Professional Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Dewberry Engineers Inc., a Virginia Corporation collectively as "**Parties**."

Recitals

A. The Agreement was executed pursuant to the authority granted in Resolution No. 2025-093, approved by the Tracy City Council on May 6, 2025.

B. The Agreement had an initial term through April 29, 2027, with a not to exceed budget of $211,464.65.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Terms of Amendment.** Section 3.1, of the Agreement is hereby modified to reflect that the Compensation is a total not-to-exceed amount of $2,116,464.65 (two million one hundred sixteen thousand four hundred sixty-four dollars and sixty-five cents).

2. **Effect.** The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.

3. **Entire Agreement.** This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all of the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.

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

5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

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

City of Tracy Consultant

By: _____
Midori Lichtwardt

Title: City Manager

Date: _____

By: _____
Howard Zabell, PE

Title: Vice President, Principal-in-Charge

Date: 5/19/2025

Federal Tax Employer ID No. 13-0746510

Attest:

By: _____
April Quintanilla, City Clerk

By: _____
Cynthia Chen

Title: CFO
Date: 5/19/2025

Approved as to form.

By: _____
Andrew Shen, Interim City Attorney

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DEWBERRY ENGINEERS, INC. OF MANTECA, CALIFORNIA, TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES THROUGH APRIL 29, 2027, WITH A CORRECTED TOTAL NOT-TO-EXCEED AMOUNT OF $2,116,464, TO CURE A CLERICAL ERROR, FOR THE INTERNATIONAL PARKWAY BRIDGE REPLACEMENT AND EXPANSION PROJECT, CAPITAL IMPROVEMENT PROJECT 73148.

WHEREAS, the International Parkway Bridge Replacement and Expansion Project, Capital Improvement Project (CIP) 73148 (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 Interstate 205 (I-205) in the north to Interstate 580 (I-580) in the south in the International Park of Commerce (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. Prologis is the Master Developer of the CRSP; and

WHEREAS, on April 29, 2021, the City was awarded an Economic Development Administration (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, on November 19, 2024, Prologis provided a Letter of Credit (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; and

WHEREAS, the City issued a Request for Proposals (RFP) for construction management services for the Project on November 21, 2024. The City received and interviewed three candidates. As a result of the interview process and proposal review, staff has determined that Dewberry Engineers, Inc. of Manteca, California (Consultant) was the best option to fulfill this role. The total cost for Consultant's services is estimated at a not-to-exceed amount of $2,116,464; and

WHEREAS, on May 5, 2025, through Resolution No. 2025-093, the City Council approved a project budget of $17,839,954 and approved a Professional Services Agreement (PSA) with Consultant in the amount of $211,464.65; and

WHEREAS, there was a clerical error in the staff report and the resolution and the amount approved was not the actual amount agreed upon and accounted in the total cost of the project; and

WHEREAS, staff entered the amount as $211,464.65 instead of $2,116,464.00; and

WHEREAS, due to exigency of circumstances because of the project timeline restraints, staff entered into an agreement for the amount that was approved by the City Council as work had to be started in order to meet the EDA grant deadline; and

WHEREAS, staff seeks to amend the PSA to correct the total not-to-exceed amount to $2,116,464, as originally bid and intended; and

WHEREAS, the total estimated cost of this Project is as follows:

Construction Bid	$14,125,000
Contingency 10%	$ 1,412,000
Design Support during Construction	$ 186,490
Project Management	$ 2,116,464
Total Project Cost	**$17,839,954**

; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves Amendment No. 1 to the Professional Services Agreement with Dewberry Engineers, Inc. of Manteca, California, to provide construction management services through April 29, 2027, with a total not-to-exceed contract amount of $2,116,464.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 3rd day of June 2025 by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 3, 2025

Agenda Item 1.O

REQUEST

Staff recommends that the City Council adopts a resolution:

1. **Approving a three-year professional services agreement with MTM Transit, LLC, for operating services relating to the City of Tracy's TRACER Public Transit System with a total not to exceed amount of $19,428,394; and**

2. **Authorizing an administrative extension for an additional one-year contingent upon satisfactory performance in an amount not to exceed $7,249,160**

EXECUTIVE SUMMARY

Since July 2001, the City of Tracy has contracted for certain operational services of the TRACER Public Transit System. The current contract for these services with MTM Transit, LLC, is set to expire on June 30, 2025. On February 7, 2025, the City published a Request for Proposals (RFP) for a new contract. Four companies submitted proposals: MTM Transit, LLC, Transdev, Via Transportation, and MV Transportation. After comprehensive review, including initial evaluation and scoring, interviews, and submission of Best and Final Offers (BAFO), staff recommends awarding a Professional Services Agreement to MTM Transit, LLC. Funding for the operation of the City's TRACER Public Transit System is paid for through the Federal Transit Administration (FTA) and the Transportation Development Act (TDA).

BACKGROUND AND LEGISLATIVE HISTORY

Since July 2001, the City of Tracy has contracted for certain operational components of the TRACER Public Transit Services, such as driver, bus maintenance, and dispatch services. The fixed route system has grown from a two-route bi-directional system to four regular routes, three commuter routes, and three pilot shuttle services with stops to key destinations throughout the City, serving over 126,000 passengers in Fiscal Year (FY) 2023/2024. The paratransit service provided trips to over 21,000 passengers, and the recently implemented TRACER Plus on-demand service provided trips to over 8,900 passengers in FY2023/2024. Ridership continues to increase each year.

The current contract for operational services with MTM Transit, LLC, is set to expire on June 30, 2025. On February 7, 2025, the City published an RFP for the Operation and Maintenance of the City's TRACER Public Transit System. The service requirements outlined in the RFP include providing drivers and dispatching services for the TRACER bus services, facilitating revenue service operations, and providing maintenance of buses. Proposals were due on March 11, 2025. MTM Transit, LLC, Transdev, Via Transportation, and MV Transportation, all submitted proposals to operate the service.

ANALYSIS

The selection process for this RFP evaluated proposals on a "Best Value" basis, which the Federal Transit Administration's (FTA) Best Practices Manual defines as follows:

> "Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

This "Best Value" process is in accordance with Tracy Municipal Code section 2.20.140, which provides that, when procuring professional services, selection should be made based on "which proposer best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services."

All submissions were reviewed and scored by an evaluation committee. All four proposers scored within the competitive range and were invited to be interviewed by the evaluation committee. After the interviews, all proposers submitted BAFOs for final review and consideration. After final review, staff recommends MTM Transit, LLC as the best qualified and most responsible proposer.

MTM Transit, LLC currently operates in 32 states, including California, providing more than 20 million trips per year. MTM's mission is to help agencies meet the transportation needs of their communities, specifically transit dependent populations. They are committed to ensuring all passengers have an exceptional transportation experience. MTM has an excellent track record of providing high quality transit service and has organizational values and an employee-focused culture that aligns well with the City of Tracy. Their focus is on exceeding client expectations, being a cooperative partner, and providing quality service to customers. MTM has been contracted to provide TRACER operation and maintenance services with the City since 2016.

FISCAL IMPACT

Funding for the operation of the TRACER Public Transit System is paid for through funds from the FTA, the Transportation Development Act (TDA), passenger fares, and other applicable funding sources when available.

The total not to exceed contract price for the base three years is $19,428,394 and is broken down per fiscal year as follows:

FY25/26: $6,048,475.96
FY26/27: $6,461,149.20
FY27/28: $6,918,768.88

STRATEGIC PLAN

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

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act (CEQA) because this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment and is therefore not a "project." (CEQA Guidelines Sections 15378(b)(5)).

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopts a resolution:

1) Approving a three-year professional services agreement with MTM Transit, LLC, for operating services relating to the City of Tracy's TRACER Public Transit System with a total not to exceed amount of $19,428,394; and

2) Authorizing an administrative extension for an additional one-year contingent upon satisfactory performance in an amount not to exceed $7,249,160

Prepared by: Ed Lovell, Transit Manager

Reviewed by: David Murphy, Public Works Assistant Director of Operations
Gordon MacKay, Interim Public Works Director
Sara Castro, Finance Director
Matthew Summers, Interim Assistant City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo Sanchez, Assistant, City Manager

ATTACHMENTS

Attachment A - Professional Services Agreement with MTM Transit, LLC

Docusign Envelope ID: 6A6BF070-7636-4D4B-8B71-AFDCE093F91A

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
MTM TRANSIT, LLC

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and MTM Transit, LLC, a Missouri corporation ("Contractor"). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain the professional services of Contractor to provide operation and maintenance of the Tracer Public Transportation Systems as further described herein and in Exhibit A.

B. On February 7, 2025, the City issued a Request for Proposals (RFP) for the Scope of Work defined below. On March 11, 2025, Contractor submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Contractor demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below.

C. After negotiations between the City and Contractor, the Parties have reached an agreement for Contractor's professional services as set forth in this Agreement.

D. This Agreement was approved on June 3, 2025 pursuant to Tracy Municipal Code Section 2.20.140 and City Council Resolution No. 2025-____.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Work. Contractor shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work"). The Scope of Work shall be performed by, or under the direct supervision of, Contractor's "Authorized Representative": Albert Perez, General Manager**.** Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit A, nor shall Contractor use or replace any subcontractor or subcontractor, without the City's prior written consent. The City may terminate this Agreement if Contractor makes any such change or uses or replaces any such subcontractor or subcontractor. Unless otherwise stated on Exhibit A, Contractor shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or contractors during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.

2. Time of Performance. Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Contractor shall begin performance, and shall complete all required Scope of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise

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

2.1 Term. The term of this Agreement shall commence on July 1, 2025 and expire and terminate automatically on June 30, 2028 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of 1 year(s) and require written determination by the City Manager that Contractor has satisfactorily met all the requirements of this Agreement.

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

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed $19,428,394 (nineteen million four hundred twenty-eight thousand three hundred ninety-four) Dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Contractor, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Contractor may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Contractor's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

3.2 Invoices. Contractor shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Work.

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

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3.2.2 Contractor's failure to submit invoice(s) in accordance with this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Contractor.

3.2.3 Contractor shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

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

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

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

4. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Contractor's obligations under this Agreement; and/or Contractor's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Contractor" means the Contractor, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Contractor is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Contractor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

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

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

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

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

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

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

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

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

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

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

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

5.8 Insurance Certificate. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

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

5.10 Contractor's Obligation. Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Contractor may carry, at its

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own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

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

7. Ownership of Work. All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor's Scope of Work, upon termination of this Agreement, or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.

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

9. Conflicts of Interest. Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest. The Contractor represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Contractor represents and warrants that the representations made by the Contractor concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Contractor represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

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

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first

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to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To the City:
City of Tracy
Attn: Director of Public Works
333 Civic Center Plaza
Tracy, CA 95376

To Contractor:
MTM Transit, LLC
Attn: Legal Department
16 Hawk Ridge Dr.
Lake St. Louis, MO 63367

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

12. General Provisions.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's performance of the Scope of Work 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.

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

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

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

12.5 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.

12.6 Compliance with the Law. Contractor shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such

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Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

12.7 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement, Contractor represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Contractor (including any licensing agencies). If Contractor is a suspended entity at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

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

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

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

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

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

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

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

12.15 Expenses for Enforcement. Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees,

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shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[Signature Page to Follow]

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As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Dan Arriola
Title: Mayor
Date: _____

Attest:

_____
April Quintanilla, City Clerk

Approved as to form:

_____
Andrew Shen, Interim City Attorney

MTM Transit, LLC

Signed by:
By: Brian Balogh
064077D8FD91462...

Title: Managing Partner Chief Operating Office
Date: 5/5/2025 | 12:51 PM CDT

Federal Employer Tax ID No. 26-3937729

DocuSigned by:
By: Jill Heneghan
9DF7414FCE6A415...

Title: Managing Partner Chief Financial Officer
Date: 5/5/2025 | 3:15 PM CDT

Exhibits:

A	Scope of Work
B	Compensation
C	Performance and Non-Compliance Assessments
D	Federal Clauses and Requirements
E	Contractor's Submitted Proposal

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EXHIBIT A - Scope of Work

A. CONTRACTOR's Responsibilities

The CONTRACTOR shall perform the following scope of work as outlined in their submitted proposal attached as Exhibit E. The responsibilities of the CONTRACTOR shall include, but not be limited to, the following:

1. Operations

1.1 Minimum Required Staffing Positions:

General Manager: Providing a full-time on-site General Manager to manage the Tracy Public Transit System throughout the term of the contract, who does not hold any other position in the operation or any other operation, has full authority to independently make any decisions required for the safe and efficient operation of services. This position is required to have experience in the management and supervision of a Fixed Route, Paratransit or other specialized transportation services to persons with disabilities;

Operations Manager: Providing a Operations Manager with experience in dispatching, scheduling, daily operations who will assist the General Manager. This position should also have experience in the management and supervision of a Fixed Route, Paratransit or other specialized transportation services to persons with disabilities;

Training/Safety Manager: Provide a Training/Safety Manager who is Transit Safety Institute certified to assist the General Manager in carrying out all activities relative to implementing Contractor's training and safety program;

Vehicle Operators: Providing Vehicle Operators for Fixed Route and Paratransit services. In selecting Vehicle Operators, the CONTRACTOR shall conduct an adequate background check (including criminal background checks) and ensure that he or she holds and maintains at all times a valid, State of California Class B Driver's License, meets the standards and has the qualifications to operate a vehicle in the required capacity, has not accumulated more than six points on his/her driver's license within the last four years, has no convictions for misdemeanor or felony driving under the influence (DUI) and no failures to appear to Court. Copies of this information will be furnished to City staff prior to the hiring of any drivers;

Lead Dispatcher: Providing a lead dispatcher who will assist the Operations Manager in overseeing the dispatching operations. This position should have experience with the logistical operation and dispatching of vehicles including the use of electronic dispatching software. This position may also fill the role of dispatching as needed.

Dispatchers: Providing dispatchers for fixed route and paratransit services. These positions should have experience in the logistical operation and dispatching of vehicles.

Reservationists: Providing reservationists who will act as customer service agents who will provide information to the general public as well as make reservations for paratransit and on-demand service and sell tickets for various services.

Maintenance Manager: Provide a Maintenance Manager/Lead Mechanic who will oversee all aspects of maintenance for all transit vehicles. The position must have ASE Certification

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and have a minimum of 5 years of experience as a mechanic with heavy duty vehicle experience. This position must also have at least 2 years of experience as a lead mechanic with supervisory capacity.

Maintenance Mechanics: Provide Maintenance Mechanics who will provide maintenance work on all transit vehicles. All mechanics must have ASE Certification and experience working on heavy duty vehicles.

Utility Worker: Provide detailing of vehicles both interior and exterior. Must be licensed to drive vehicles. Upon receipt of proper training, be available to fuel buses as needed.

1.1.1 Staffing (excluding vehicle operators) should include at a minimum:

- 1 General Manager
- 1 Operations Manager
- 1 Training/Safety Manager
- 4 Road Supervisors
- 1 Lead Dispatcher
- 5 Dispatchers
- 4 Reservationists
- 1 Maintenance Manager
- 3 Maintenance Mechanics
- 1 Utility Worker

1.1.2 Compensating the following positions at the following minimum rates:

- Drivers: $26/hour
- Dispatchers: $27/hour
- Reservationists: $24.5/hour
- Maintenance Tech A: $40/hour
- Maintenance Tech B: $38/hour
- Maintenance Tech C: $36/hour
- Utility Worker: $25/hour

Compensation rates may be lower during training periods.

It is expected that in order to keep wages at competitive levels throughout the term of this contract, that a cost of living adjustment of at least 3% will be applied to wages each year of the contract.

The wage scale shall not exceed 5 years in progression from starting pay to top pay.

1.2 Vehicle Operator Requirements:

1.2.1 The Contractor shall provide Operator training and retraining that shall meet generally accepted transit industry standards and in compliance with 13 CCR as it relates to transit bus vehicle laws and regulations. An outline of the training program, including periodic updates, shall be submitted to the City. All Operators, dispatchers, customer information personnel, and supervisors shall participate in the program.

1.2.2 Driver training shall at a minimum include the following components:

- Vehicle Operation- Includes training on vehicle orientation, safe bus operation, route and schedules orientation, and on-time performance;

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- Safe Vehicle Maneuvering;
- Defensive Driving- Training program must include the National Safety Council's defensive driving instruction;
- Federal Drug & Alcohol Regulations- All necessary employees shall be trained about the requirements contained in the DOT Drug & Alcohol regulations;
- ADA Requirements & Sensitivity Training- All drivers must be trained to comply with Title II of the Americans with Disabilities Act (ADA) of 1990, and any additional ADA or Federal Transit Administration (FTA) training or testing that may be required by law;
- General Vehicle Handling and Safety;
- Passenger Assistance Techniques;
- Passenger Relations, including knowledge of how passengers can file complaints;
- Comprehensive knowledge of City's transit system, including routes, stops, transfer locations with other agencies such as San Joaquin RTD, and familiarity with key points of interest, and general route frequency and hours of operation for all City routes;
- Specific training in City transit policies and applicable regulations including, but not limited to: Reasonable Modification policy, Paratransit service policies, Etiquette and Code of Conduct, ADA and Title VI;
- Farebox Training, including full understanding of fare and transfer policies, and thorough knowledge of all fare media accepted;

1.2.3 Providing at least two standby drivers to be available during all hours of operation;

1.2.4 Participating in the "Pull Notice" program where by the DMV record for each driver is checked at least once every six months for accidents, vehicle code violations and status;

1.2.5 Conducting pre-trip vehicle inspections at a minimum of fifteen minutes prior to the start of service each day, completing and maintaining checklists on a daily basis;

1.2.6 Ascribing to FTA 49 CFR Parts 653 and 654 Drug and Alcohol guidelines and the requirements of the Drug Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991 and conducting drug and alcohol testing of all employees associated with transit operations, including new hires. Testing will also include random testing and testing of all employees involved in accidents. CONTRACTOR shall, at its own expense, develop and implement a drug control program;

1.2.7 Assuring that all staff wear proper uniforms as specified by CITY, and present a neat appearance and conduct themselves in a courteous and professional manner at all times;

1.2.8 Providing sensitivity training, and implementation of safety programs;

1.2.9 All Vehicle Operators must have a current General Public Paratransit Vehicle (GPPV) certificate.

1.3 Ancillary Staffing Requirements:

1.3.1 Hiring all ancillary staff needed to properly operate the services in compliance with the Agreement. All ancillary staff shall follow the same hiring process as drivers including background checks and drug and alcohol testing. Copies of this information will be furnished to City staff prior to the hiring of any ancillary staff.

1.3.2 Providing a work plan for all ancillary staff detailing duties and responsibilities.

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1.3.3 Have available, at minimum, one dispatcher or reservationist who is fluent in Spanish during all hours of operation. This requirement must be met within 30 days of the start of the contract period.

1.3.4 Seeking and hiring staff that have the skills and temperament to represent the City of Tracy in a professional manner, and work with clients, especially the elderly, frail, physically or cognitively impaired individuals;

1.3.5 Ensuring that all staff have ADA training within 30 days after the start of the contract period. Refresher training shall occur every 6 months;

1.3.6 Providing one Fixed Route Dispatcher and one Paratransit Dispatcher during all hours of operation.

1.3.7 Ensuring accurate assignment of operators and dispatchers to work shifts, including ensuring respective availability for pre-pull out inspections and scheduling updates;

1.3.8 Training staff on map-reading skills and ensuring awareness of service area;

1.3.9 Monitoring transit operations, route and schedule adherence, and providing on-street /road supervision;

1.3.10 Assuring that all staff wear proper uniforms as specified by CITY, and present a neat appearance and conduct themselves in a courteous and professional manner at all times;

1.3.11 Providing sensitivity training, and implementation of safety programs;

1.3.12 Ascribing to FTA 49 CFR Parts 653 and 654 Drug and Alcohol guidelines and the requirements of the Drug Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991 and conducting drug and alcohol testing of all employees associated with transit operations, including new hires. Testing will also include random testing and testing of all employees involved in accidents. CONTRACTOR shall, at its own expense, develop and implement a drug control program;

1.4 General Requirements:

1.4.1 Adhere to all Federal Clauses and Requirements as outlined in Exhibit D, as applicable.

1.4.2 Maintaining records regarding all transportation functions, including maintenance of work records;

1.4.3 Prepare and maintain files for all paratransit customers;

1.4.4 Ensuring confidentiality of eligibility files and other sensitive information;

1.4.5 Reporting vehicle problems as they occur and annotating daily vehicle logs specifying whether vehicles are in service and any maintenance issues, if any, keeping vehicles out of service;

1.4.6 Maintaining records regarding all accidents and passenger injuries, including contacting the CITY within one hour of any noteworthy accident/incident, or any accident/incident involving bodily injury or death. Twenty-four hour notice is required for non-emergencies;

1.4.7 Maintaining daily ridership records for all services, including route information, number of passengers and passenger type;

1.4.8 Submitting daily, weekly, and monthly reports as requested by CITY;

1.4.9 Preparing a monthly report including at least revenue hours, revenue miles, fare revenue and ridership figures, including a signed cover sheet acknowledging that all information presented is truthful “to the best of your knowledge;”

1.4.10 Submitting monthly invoices on or before the 10th calendar day following the end of each month to the CITY, for services rendered under the contract;

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1.4.11 Answering customer service calls, documenting compliments, logging issues and resolving issues to meet requirements of the Federal Transit Administration;
1.4.12 Collecting fare revenues and making daily deposits;
1.4.13 Ensuring that a sufficient number of transit brochures, tickets, forms and other City information are always available on-board every vehicle;
1.4.14 Provide one new desktop computer each for the General Manager, Paratransit Dispatcher, Fixed Route Dispatcher, Dispatch/Operations Supervisor, Training/Safety Manager, and for the yard office. Provide two new desktop computers for the Reservationist positions at the front counter. Desktop computers should each have 2 monitors. Dispatcher monitors should be at least 24".
1.4.15 Provide one new laptop computer or tablet each for the Road Supervisors.
1.4.16 Provide a color printer and/or copier.
1.4.17 Provide a phone line for the General Manager with voicemail capability.
1.4.18 Working in conjunction with the CITY to ensure that all FTA and TDA requirements, conditions and assurances are met;
1.4.19 Being solely responsible for providing increase in personnel to meet enhanced service requirements;
1.4.20 Assisting the CITY with marketing efforts as required and requested.
1.4.21 If necessary, providing for an orderly transition to a different CONTRACTOR, whereby the existing CONTRACTOR complies with a turnover of historical data and maintenance audit, ensures that all vehicles are up to date with preventive maintenance practices, is responsible for all defects such as body damage, air conditioning malfunction, glass and so forth, that go beyond the normal wear and tear of a vehicle.
1.4.22 Providing information on debarment status or certification regarding debarment, suspension, and other ineligibility and voluntary exclusion;
1.4.23 Providing Assurance of Compliance, Certification and Verification to meet requirements of the Federal Transit Administration;
1.4.24 Providing assurance of compliance, certification and verification regarding Equal Employment Opportunity policy, non-discriminatory hiring practices and all requirements imposed by the US Department of Transportation;
1.4.25 Obtaining a business license from the City of Tracy;
1.4.26 Maintaining automobile insurance throughout the duration of any agreement with the City, for revenue and non-revenue services, to cover CONTRACTOR, its agents, representatives and employees in connection with the performance of services at the minimum levels specified in the executed professional services agreement;
1.4.27 Maintaining professional liability coverage to cover damages that may be the result of errors, omissions, or negligent acts of CONTRACTOR, in an amount not less than the levels specified in the executed professional services agreement;
1.4.28 Maintaining Workers' Compensation coverage as required by the State of California;
1.4.29 Ensuring that all insurance companies providing coverage to CONTRACTOR are insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California;
1.4.30 Identifying problems with radio communication devices and coordinating repairs;
1.4.31 Illustrating compliance with the Americans with Disabilities Act of 1990 and facilitating relevant staff training including but not limited to daily verification of lift devices documented on a daily vehicle inspection report (DVI) and ADA passenger rights and allowances;
1.4.32 Unlock the Tracy Transit Station building during normal business hours as posted at the site.

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1.4.33 Secure the Tracy Transit Station building at the end of the business hours as posted at the site.

1.4.34 Provide information and assistance as necessary to anyone who may enter the Tracy Transit Station.

1.4.35 Assist with daily light-duty cleaning of the Transit Station as necessary to ensure that the facility, including restrooms, is in a neat and presentable condition.

1.4.36 Enter into a contract with Greyhound to sell tickets and optionally to receive and distribute packages at the Tracy Transit Station.

1.5 Performance Standards

1.5.1 Fixed Route

Ensure the following standards are met for Fixed Route Service:

- 95% of scheduled fixed route departures shall be on-time or shall not be more than 5 minutes late leaving from any timed stop.
- 0% of scheduled fixed route departures shall leave early.
- 0% of fixed route trips shall be missed.
- 0% of fixed route trips shall depart from timed stops earlier than the time listed on the schedule.
- There shall be a minimum of 100,000 miles between accidents.
- There shall be no more than one passenger complaint for every 5,000 fixed route passengers.

1.5.2 Paratransit

Ensure that the following standards are met for Paratransit Service:

- 95% of paratransit passengers must be picked up within +/- 10 minutes of the scheduled pick up time.
- Ensure that no passengers are pick up later than 30 minutes after the scheduled pick up time.
- Ensure that passengers are contacted fifteen minutes prior to scheduled pick up to advise them as to whether the route is on time, or to advise as to how late the route is.
- Ensure the vehicle operator is fully trained on the appropriate use of securements and utilizes them with each customer. Vehicle operators must notify dispatch immediately if a customer refuses the securements.
- There shall be a minimum of one passenger complaint for every 2,000 paratransit passengers.
- There shall be a minimum of 40,000 miles between accidents.
- Ensure that each staff person who comes into contact with paratransit customers is trained on ADA requirements for interacting with individuals with disabilities.
- Ensure that ADA certified individuals are given priority service. Seniors and other passengers are accommodated on a space available basis.
- Ensure compliance with all other policies in place by CITY.

1.5.3 Ensure that if any of the standards in 1.5.1 and 1.5.2 are not going to be met for a given month, that a plan to remedy the issues be presented along with the monthly reports.

1.6 Transit Related Software

1.6.1 Fixed Route CAD/AVL System

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The CITY provides a CAD/AVL system through ETA Transit. All necessary hardware and software are provided by CITY. It is expected that CONTRACTOR will work with CITY to maintain and fix or replace equipment as necessary. CITY will pay for any hardware needed to keep the system functioning.

CONTRACTOR is expected to learn and manage the dispatching of fixed route vehicles through this system. CITY will be administrator of the system.

1.6.2 Paratransit/On-Demand System

The CITY is current in the process of awarding a contract for implementing a software system for all its on-demand type services. It is expected that the software will be implemented before the start of the contract period.

CONTRACTOR is expected to learn and manage the dispatching of on-demand vehicles through this system. CITY will be administrator of this system. The required software will be an app that can be installed on a mobile tablet device.

1.6.3 Paratransit/On-Demand Hardware

CONTRACTOR will supply and maintain the required mobile tablets to run the on-demand software application for the duration of the contract. CITY will provide a wireless internet connection on each bus to allow for operation of the device applications.

CONTRACTOR will provide one tablet for each on demand vehicle plus a minimum of two spares. Tablets must be brand new at the time of the contract start and are preferred to be Android based with a minimum screen size of 10 inches. CONTRACTOR is responsible to provide any protective cases and mounting hardware needed.

It is expected that a minimum of 8 tablets will be needed at the start of the contract, plus more as CITY acquires new vehicles.

1.7 Vehicles

1.7.1 The CONTRACTOR will provide at minimum four support vehicles for use by their staff: (1) shop truck to be used for the maintenance staff, and (3) other vehicles to be used for road supervision/driver shuttling.

1.7.1.1 Road Supervision/Driver Shuttling Vehicles

Vehicles used for road supervision/driver shuttling will not be older than five years from the date manufacture during any period of the contract. Vehicles provided for this purpose by the CONTRACTOR must have the following:

- TRACER logo
- Must state “Road Supervisor” on the sides of the vehicle
- Must be a four door vehicle
- One vehicle must be ADA accessible

1.7.1.2 Maintenance Vehicle

Vehicle used for maintenance staff will not be older than five years from the date of manufacture during any period of the contract. Vehicle provided for this purpose by the CONTRACTOR must have the following:

- TRACER logo

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- Must state “Maintenance” on the sides of the vehicle

1.7.2 Contingency Vehicles
CONTRACTOR will provide two (2) additional buses to be used as contingency vehicles for the first year of the contract at a minimum, while CITY awaits delivery of additional buses. These vehicles will only be used as a temporary measure when other vehicles are out of service for maintenance or other reasons. Vehicles must have electronic head signs, pull cords, ADA lift or ramp, bike racks, and a farebox. City provided radios and equipment to allow for connection to fixed route dispatching software will be installed by Contractor. Vehicles must have City approved graphics installed by Contractor.

1.7.3 Maintenance: The CONTRACTOR will be responsible for all aspects of vehicle maintenance and upkeep for all existing and future TRACER buses including, but not limited to:

1.7.3.1 Establishing a vehicle maintenance shop located within 5 miles from the Tracy Transit Station located at 50 E. 6th Street.

1.7.3.2 Providing at a minimum one Maintenance Manager and at least three additional mechanics to maintain all vehicles. All mechanics must be ASE Certified at the time of hire.

1.7.3.3 Provide at minimum one maintenance mechanic on-site each morning thirty minutes prior to the first vehicle pull out to address vehicle maintenance issues.

1.7.3.4 Establishing and following a pre-trip/post-trip inspection program including but not limited to checking heating and air-conditioning systems, oil and other fluids, belts and hoses, customer seats, wheelchair positions and tie-downs, lights, doors including lifts, windshield wiper and washer system, emergency equipment including a first aid kit, brakes, tires and wheels, exhaust system, mirrors, glass, horn and body damage;

1.7.3.5 Maintaining the vehicles in “Service Ready” condition at all times, including daily fueling and fluid checks, exterior and interior cleaning including washing, sweeping and mopping, fan belt, flat tires, replace worn windshield wipers, hoses, bulbs and lenses, batteries and fuses, preliminary road service, cycle wheelchair lifts and maintain tie-downs, certified fire extinguisher;

1.7.3.6 Obtaining timely maintenance and repairs and maintaining total fleet availability consistent with service requirements;

1.7.3.7 Having responsibility for proper use, care, maintenance and towing of all revenue service vehicles to and from the Maintenance Contractor’s facility;

1.7.3.8 Maintaining an inventory of parts and fluids sufficient to assure timely repairs; CONTRACTOR is responsible for all vehicle fluids with exception of vehicle fuel. All maintenance parts must be OEM. Use of recycled fluids is prohibited.

1.7.3.9 Conducting Preventative Maintenance Inspections (PMI), at least every 45 days or 3,000 miles, whichever comes first, to include replacement of engine oil and filters, checking body, doors and windows, seatbelts and seats, wheelchair securement positions and belts, wheelchair lift, interior climate controls, interior and exterior lights, vehicle operator gauges and controls, brake system, drive train, steering system, suspension system, engine fluids, belts, hoses, transmission fluids, air filter/system, water pump, batteries, ignition system, engine electrical system, spark plugs, fuses, exhaust system, fuel system, emergency equipment, customer grab rails, damage to vehicles;

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1.7.3.10 Maintaining relevant Preventive Maintenance Inspection logs;
1.7.3.11 Fueling vehicle at the CITY owned CNG or Gasoline fueling station only, unless otherwise directed by the CITY;
1.7.3.12 Cleaning vehicles (inside and outside), including daily, weekly and monthly cleaning, including washing outside of each bus at least once per week;
1.7.3.13 Cleaning all seats in vehicles at least once daily by wiping them down. Additional immediate cleaning of seats due to accidents as needed.
1.7.3.14 Conducting mandatory California Highway Patrol inspections;
1.7.3.15 Making exterior repairs, including painting and bodywork upkeep;
1.7.3.16 Completing all required governmental and regulatory documents
1.7.3.17 Although some maintenance may be completed on site, supplying CONTRACTOR's own maintenance facility capable of handling CNG and gasoline or diesel vehicles if necessary.
1.7.3.18 Not allow any vehicle into operation when its condition is unsafe or uncertain.
1.7.3.19 The CONTRACTOR shall assign a full-time, on-site General Manager to oversee the fulfillment of this contract.

1.8 Liquidated Damages

1.8.1 CONTRACTOR shall be assessed for performance and non-compliance issues as outlined in Exhibit C. CITY will provide a list of assessments for the month to CONTRACTOR by the last day of the following month.
1.8.2 Any disputes regarding assessments must be submitted in writing to CITY within 10 days of receipt of the assessments.

1.9 DBE Goals

The CITY does not have a contract specific DBE Goal associated with this contract. However, CONTRACTOR is highly encouraged to use DBE subcontractors to the extent possible in this contract.

B. CITY'S Responsibilities

The CITY's (Public Works Department) will do the following:

1. Administration

1.1 Oversee the operating contract;
1.2 Determine passenger fare rates and the method of collecting and depositing fares;
1.3 Make provisions for on-board communication systems;
1.4 Implement all aspects of planning, including short and long term service changes;
1.5 See to all aspects of marketing, employing CONTRACTOR's assistance when needed;
1.6 Design, print, obtain and distribute transit brochures, tickets, transfers and marketing materials;
1.7 Complete all required governmental and regulatory documents;
1.8 Complete grant documents and funding applications;
1.9 Set goals, objectives and standards;
1.10 Write specifications related to capital purchases;
1.11 Bus signage;

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1.12 Bus stop improvements including shelters and benches;
1.13 Provide fire and theft insurance for the CITY facility;
1.14 Installation of radio communication devices and maintenance and repair of radio communication systems;
1.15 Provide transit route designations and revisions.
1.16 Mailing of TRACER information.
1.17 Provide phone lines for dispatchers and reservationists.

2. CITY's City Council has the final control and authority to determine policy, including, but not limited to, funding levels, fare structure, the scope of services the system should provide, planning requirements, and all capital purchases. CITY will perform an independent audit of the transit operations and reserves the right to perform an unscheduled cash count of farebox revenues or other inventory inspection at any time. CITY will also prepare the Annual State Controller's Report.

3. Vehicles: The CITY will provide the CONTRACTOR with 20 revenue vehicles required for Fixed Route, Paratransit and On-demand services as follows:

- 2 – 2020 Ford Transit Vans
- 4 – 2020 Glaval Cutaway Buses (21ft)
- 2 – 2020 ARBOC Low-floor Cutaway (26ft)
- 5 – 2017 Gillig Low-floor diesel heavy duty bus (35ft)
- 4 – 2021 Gillig Low-floor diesel heavy duty bus (29ft)
- 3 – 2024 Gillig Low-floor diesel heavy duty bus (29ft)

*CITY will likely be receiving additional vehicles during Year 1 of the contract. A combination of both fixed route and cutaway buses are anticipated to be acquired. While exact numbers have not been determined yet, it is anticipated that at least 3 Gilligs will be ordered as well as at least 2 cutaways buses. Final amounts will be determined upon approval by the City Council.

The CITY will also provide for each vehicle:

- Fare boxes (electronic or manual as warranted)
- Designation signs
- Mobile Radio Units
- Video Camera System
- ADA Annunciators (fixed route vehicles only)
- Vehicle Licenses
- Internal racks for marketing materials
- External decals and logos
- Fuel and fuel cards

3.1 CONTRACTOR may provide their own on board camera system to assist in reviewing incidents. Camera system must be able to provide 1 weeks' worth of footage and be made available upon CITY's request.

4. Facilities: The CITY will provide the CONTRACTOR with space for operations to include:

- Dispatch Area
- General work Area

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- General Manager's Office
- Drivers' Break Room
- Restrooms
- Yard for TRACER vehicle storage

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EXHIBIT B - Compensation

	July 1, 2025 – June 30, 2026	**July 1, 2026 – June 30, 2027**	**July 1, 2027 – June 30, 2028**
Fixed Monthly Expense	$221,295.08	$230,229.10	$239,560.74
Cost Per Revenue Vehicle Hour*	$74.57	$77.05	$80.08
TOTAL AGREEMENT PRICE	**$6,048,475.96**	**$6,461,149.20**	**$6,918,768.88**

	July 1, 2028 – June 30, 2029 (Extension 1)	**July 1, 2029 – June 30, 2030 (Extension 2)**
Fixed Monthly Expense	$248,534.62	$257,857.42
Cost Per Revenue Vehicle Hour*	$84.49	$87.88
TOTAL AGREEMENT PRICE	**$7,249,160.44**	**$7,532,229.04**

PROJECTED REVENUE VEHICLE HOURS**	**July 1, 2025 – June 30, 2026**	**July 1, 2026 – June 30, 2027**	**July 1, 2027 – June 30, 2028**
Fixed Route Revenue Vehicle Hours	27,000 ± 15%	28,000 ± 15%	29,000 ± 15%
Paratransit Revenue Vehicle Hours	10,000 ± 15%	11,000 ± 15%	12,000 ± 15%
TracePLUS On-demand Revenue Vehicle Hours	8,500 ± 15%	9,000 ± 15%	9,500 ± 15%

PROJECTED REVENUE VEHICLE HOURS*	**July 1, 2028 – June 30, 2029 (Extension 1)**	**July 1, 2029 – June 30, 2030 (Extension 2)**
Fixed Route Revenue Vehicle Hours	29,000 ± 15%	29,000 ± 15%
Paratransit Revenue Vehicle Hours	12,000 ± 15%	12,000 ± 15%
TracePLUS On-demand Revenue Vehicle Hours	9,500 ± 15%	9,500 ± 15%

*City Provides 100% of the transit fleet

** Actual hours may change per City Council Action

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EXHIBIT C – Performance and Non-Compliance Assessments

Item	Assessment	Value
A. Service Standards - Fixed Route		
On- Time Performance	Percentage of On-Time Departures Falls Below 95% for Fixed Route	**$500 (per month)**
	Percentage of On-Time Departures Falls Below 90% for Fixed Route	**$750 (per month)**
	Percentage of On-Time Departures Falls Below 85% for Fixed Route	**$1000 (per month)**
	Fixed Route departing first stop of the day anytime after published schedule	**$500 (per occurance)**
	Fixed Route departing first stop of the route later than 10 minutes from the published schedule	**$100 (per occurrence)**
	Fixed Route departing first stop of the route later than 20 minutes from the published schedule	**$200 (per occurrence)**
	Fixed Route departing first stop of the route later than 30 minutes from the published schedule	**$500 (per occurrence)**
	Fixed Route departing time stop prior to scheduled departure time	**$100 (per occurrence)**
	Any loop of a fixed route that is not run	**$750 (per occurrence)**
Failure to Pick Up Passenger	Failure to stop and pick up any passenger from any fixed route bus stop as part of the scheduled service	**$500 (per passenger missed)**
	Failure to stop and pick up any passenger from any fixed route bus stop as as a result of a missed loop and no spot checks performed	**$500 (per pass. x avg. # of pass. for that loop)**
	Failure to provide alternative transportation within 30 minutes if unable to board a passenger	**$500 (per occurrence)**
	Failure to notify passenger of alternative transportation if unable to board	**$100 (per occurrence)**
Equipment Use	Failure of operator to assist passenger with installed vehicle equipment	**$200 (per occurrence)**
ADA	Failure to Announce Major Stops and Transfer Points as Required by ADA, if AVA is Not Functioning.	**$100 (per occurrence)**
B. Service Standards - Paratransit/Tracer Plus		
On-time Performance	Percentage of On-Time Departures Falls Below 95% for Paratransit/Tracer Plus	**$500 (per month)**
	Percentage of On-Time Departures Falls Below 90% for Paratransit/Tracer Plus	**$750 (per month)**
	Percentage of On-Time Departures Falls Below 85% for Paratransit/Tracer Plus	**$1000 (per month)**
	Vehicle Arriving 1-10 minutes beyond the scheduled arrival window for Paratransit	**$50 (per occurrence)**
	Vehicle Arriving 11-20 minutes beyond the scheduled arrival window for Paratransit	**$100 (per occurrence)**
	Vehicle Arriving 21-30 minutes beyond the scheduled arrival window for Paratransit	**$200 (per occurrence)**
	Vehicle Arriving 31+ minutes beyond the scheduled arrival window for Paratransit	**$500 (per occurrence)**
	Vehicle Arriving 15-30 minutes beyond the scheduled pick up time for Tracer Plus	**$200 (per occurrence)**
	Vehicle Arriving 31+ minutes beyond the scheduled pick up time for Tracer Plus	**$500 (per occurrence)**
Failure to Pick Up Passenger	Failure to pick up passenger for any reserved trip, unless failure is the fault of the passenger	**$500 (per occurrence)**
Equipment Use	Failure of operator to assist passenger with installed vehicle equipment	**$200 (per occurrence)**

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C. Reporting Requirements		
Monthly Reports	Required Monthly Reports Submitted Later Than Specified Time Frame (10th calendar day of the following month for Monthly Reports).	**$50 (per day late; $500max/mo.)**
	Incorrectly Reported or Missing Operating Statistics, Financial Information, or Back up Documentation for monthly reports.	**$50 (per error; $500max/mo.)**
Incident Reports	Failure to Provide Accident (if available from Tracy PD) and CONTRACTOR Incident Reports to City Within 24 Hours of Occurrence	**$300 (per occurrence)**
	Failure to Submit Backup Documents and Photos with an Accident/Incident Form Within 2 Business Days After Accident/Incident	**$200 (per occurrence)**
	Failure to Notify City Staff By Telephone Within One Hour of Accident/Incident	**$100 (per occurrence)**
CHP Reports	Unsatisfactory Rating in Applicable Categories of Annual Highway Patrol Safety Compliance Report or Spot Check	**$2,000 (per occurrence)**
D. Facilities		
Facility Opening & Securement	Failure to Open or Close Transit Lobby in conformance with Established Business Hours	**$100 (per day; $500 max/mo.)**
	Failure to Properly Secure Transit Facilities	**$500 (per occurrence)**
	Failure to Properly Store Transit Vehicles at Bus Yard Overnight	**$500 (per occurrence)**
Facility Fixtures	Any Instance Resulting in Detachment of Fueling Hose, Nozzle, and/or Damage to Fueling Dispenser or Fueling System	**$4500 (per occurrence); All costs in Repairs of Damaged Equipment are Contractor's Responsibility**
	Any Instance Resulting in Damage to Farebox Probing System or Loss of Probing Device or Loss of Farebox Key	**$4500 (per occurrence); All costs in Repairs of Damaged Equipment are Contractor's Responsibility**
	Any Instance Reulting in Damage to Facility Fixtures (doors, gates, restrooms facilities, signs, poles, etc.)	**$500 (per occurrence); All costs in Repairs of Damaged Facility are Contractor's Responsibility**
Diesel Fueling	Any Instance Where a Diesel Fueled Vehicle is fueled by a staff member who has not been trained by Public Works staff on proper diesel fueling	**$1000 (per occurrence)**
E. Personnel		
Hiring & Staffing	Replacement of the following Key Personnel Positions: General Manager, Dispatch/Operations Supervisor, Training/Safety Manager, Maintenance Manager/Lead Mechanic.	**$500 (per day of vacancy); plus total compensation of position during period of vacancy**
	"Conditionally" hired employee performing job duties prior to receipt of background check and drug/alcohol testing results by CITY	**$500 (per occurrence)**
	Insufficient personnel to provide appropriate customer service levels during operating hours	**$500 (per day)**
	Failure to provide notice of employee no longer employed within 24 hours of employee's last shift	**$100 (per occurrence)**
	Failure to return any City property (keys/fobs/etc.) within 72 hours of employee's last shift	**$500 (per occurrence)**
Uniform Standards	ID Badge or Gate Access Card or Transit Station Door Fob Lost	**$50 (per occurrence)**

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	Lost Facility Key	**$500 (per occurrence); All costs to re-key Facility are Contractor's Responsibility**
	Non-Compliance with Uniform & Appearance Standard	**$50 (per occurrence)**
Unauthorized Personnel	Allowing any non-Contractor or non-City employee access to the employee restricted areas of any building without authorization from the GM or City Transit Staff.	**$500 (per occurrence)**
F. Equipment		
Vehicle Equipment	Dispatch Fails to Assign Fixed Route Buses on CAD System.	**$100 (per occurrence)**
	Failure to have a working tablet in vehicle while in operation (Paratransit/Tracer Plus)	**$100 (per occurrence)**
	Failure to assign a Paratransit/Tracer Plus trip in dispatching software	**$100 (per occurrence)**
	Failure to report any equipment which is not working within 1 hour	**$100 (per occurrence)**
	Failure to know how to process all fare media, including mobile ticketing	**$100 (per occurrence)**

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EXHIBIT D – Federal Clauses and Requirements

Federal Requirements: CONTRACTOR agrees to abide by the terms and conditions required by the Federal Transit Administration (FTA) as outlined below, in addition to any other requirements as may be imposed by the FTA. Additionally the following forms that were submitted by CONTRACTOR as part of their submitted proposal are attached hereto as part of this agreement and found in Exhibit E - Contractor's Submitted Proposal:

- Form B (Non-Collusion Affidavit)
- Form C (Certification of Eligibility)
- Form D (Debarment and Suspension Certification)
- Form E (Lobbying Certification)
- Form F (DBE/EEO Certification)
- Form H (Drug and Alcohol Certification)

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

The CITY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the CITY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project.
Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government

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reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

a. Record Retention
The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub- agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period
The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records
The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance
The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required

4. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the City of Phoenix and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

5. CIVIL RIGHTS LAWS AND REGULATIONS

The CITY is an Equal Opportunity Employer. As such, the CITY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CITY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a. Nondiscrimination
In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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b. Race, Color, Religion, National Origin, Sex
In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Age
In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

d. Disabilities
In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. INCORPORATION OF FTA TERMS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the CITY that would cause the CITY to be in violation of the FTA terms and conditions.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

7. TERMINATION

The termination rights under this Agreement are in addition to, and in no way limit, the Federal Government’s right to terminate as described in 2 CFR § 200.340.

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Subrecipients must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the subrecipient, including the manner by which it will be effected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This requirement does not apply to contracts and subcontracts under $25,000.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or CITY to be:

a. Debarred from participation in any federally assisted Award;
b. Suspended from participation in any federally assisted Award;
c. Proposed for debarment from participation in any federally assisted Award;
d. Declared ineligible to participate in any federally assisted Award;
e. Voluntarily excluded from participation in any federally assisted Award; or
f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CITY. If it is later determined by the CITY that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A separate contract goal has not been established for this procurement.

B. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Tracy deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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C. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

D. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

E. The contractor must promptly notify the City of Tracy, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Tracy.

10. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at $250,000).

Unless otherwise provided for by the CITY, the following provisions shall apply:

Dispute Resolution: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CITY. This decision shall be final and conclusive unless within ten
(10) calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of CITY. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of CITY shall be binding upon Contractor, and Contractor shall abide by the decision.

Performance During Disputes: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an California Court of competent jurisdiction.

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITY or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of

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or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

11. LOBBYING RESTRICTIONS (Include certification form)

These requirements do not apply to contracts and subcontracts under $100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

12. FLY AMERICA

These requirements apply to contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.

Fly America Requirements

A. Definitions. As used in this clause--
   “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

   “United States” means the 50 States, the District of Columbia, and outlying areas.

   “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
C. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
D. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

E. The Contractor shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

13. CLEAN AIR

Applies to any contract or subcontract in excess of $150,000

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to not use any violating facilities and to report the use of prohibited facilities or facilities that are on or likely to be placed on the U.S. EPA "List of Violating Facilities." The Contractor will report violations of use of prohibited facilities to FTA and it will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended, (33 U.S.C. § 1251-1387).

14. CLEAN WATER

Applies to any contract or subcontract in excess of $150,000

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 through 1387. The Contractor agrees to not use any violating facilities and to report the use of prohibited facilities or facilities that are on or likely to be placed on the U.S. EPA "List of Violating Facilities." The Contractor shall report any violations to the FTA and the appropriate EPA Regional Office.

15. NOTICE TO FTA AND U.S. INSPECTOR GENERAL OF FRAUD, WASTE, OR ABUSE, OR OTHER LEGAL MATTERS

Applies to all contracts and subcontracts at any tier expected to equal or exceed $25,000, or, any contract or subcontract at any tier for federally-required audit

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify CITY, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which CITY is located. The Contractor must include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement between the FTA and CITY, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

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Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify CITY, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which CITY is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with CITY involving a principal, officer, employee, agent, or Third Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

16. PROMPT PAYMENT AND RETURN OF RETAINAGE

The CITY shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR’s receipt of payment for that work from the CITY.

Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The CITY shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.

If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.

The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR’s receipt of payment for that work from the AWARDING AGENCY. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor’s work related to this Agreement is satisfactorily completed.

17. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

Applies to all contracts for transit operations

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

A. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
B. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49

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C. U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
D. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

18. CHARTER SERVICE

These requirements apply to contracts for operating public transportation service.

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- Federal transit laws, specifically 49 U.S.C. § 5323(d);
- FTA regulations, “Charter Service,” 49 CFR part 604;
- Any other federal Charter Service regulations; or
- Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
- Any other appropriate remedy that may apply.

The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

19. SCHOOL BUS OPERATIONS

These requirements apply to contracts for operating public transportation service.

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 CFR part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- Federal transit laws, specifically 49 U.S.C. § 5323(f);
- FTA regulations, “School Bus Operations,” 49 CFR part 605;
- Any other Federal School Bus regulations; or
- Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- Bar the Contractor from receiving Federal assistance for public transportation; or
- Require the contractor to take such remedial measures as FTA considers appropriate.

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When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

20. DRUG AND ALCOHOL TESTING

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the City of
Tracy, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 40 and 655 before July 1 and to submit the Management Information System (MIS) reports by July 1st to City of Tracy Transportation Division and FTA. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

21. ENERGY CONSERVATION

Applies to all contracts.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan for the Commonwealth of Virginia, which is issued in compliance with the Energy Policy and Conservation Act.

The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

22. RECYCLED PRODUCTS

These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of $10,000. See 40 C.F.R part 247 for federal designation of items.

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247.

23. SAFE OPERATIONS OF MOTOR VEHICLES

Applies to all contracts.

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or CITY.

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Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

24. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES
Applies to all contracts.

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractors also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C.§ 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C.§§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with all applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- U.S. DOJ regulations, " Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36.
- U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

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- U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;

- U.S. Architectural and Transportation Barriers Compliance Board regulations, “Electronic and Information Technology Accessibility Standards.” 36 CFR Part 1194;

- FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 CFR Part 609; and

- Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT
Applies to all contracts.

A. The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. CITY is prohibited from using federal funds to:
    1. Procure or obtain
    2. Extend or renew a contract to procure or obtain; or
    3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

B. As described in Public Law 115-232, section 889, “Covered telecommunications equipment or services” is:

    1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
    2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    3. Telecommunications or video surveillance services provided by such entities or using such equipment.
    4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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C. The Contractor or subcontractor shall not provide covered telecommunications equipment or services in the performance of this contract.

26. ASSIGNABILITY CLAUSE

Applies to all contracts.

Any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of this proposal at the same prices, terms, and conditions. CITY reserves the right to assign all or any portion of the products or services awarded under this Contract including option quantities. This assignment, should it occur, shall be agreed to by CITY and the contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the contractor. CITY's right of assignment will remain in force until completion of the contract to include options, whichever occurs first. CITY shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

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EXHIBIT E – Contractor's Submitted Proposal

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MTM | Transit

Proposal for

Operation and Maintenance of Tracer Public Transit Systems

Prepared for

City of Tracy

March 11, 2025

MTM Transit, LLC ● 16 Hawk Ridge Circle, Lake St. Louis, MO 63367 ● www.mtmtransit.com

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Cover Letter



MTM | Transit

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March 11, 2025

Ed Lovell
50 E. 6th Street
Tracy, CA 95376

RE: City of Tracy Request for Proposals (RFP) TRACER Operations and Maintenance

Dear Mr. Lovell,

Selecting a qualified contractor to manage and operate the City of Tracy's fixed route, complementary paratransit, and on-demand services is an exciting and important task for the City. Over the next contract term, the City will need an experienced, knowledgeable partner to help expand and grow the TRACER and TRACERPlus programs without disrupting the service residents rely on every day to access their community.

As the City's trusted contractor for the past nine years, MTM Transit continues to be the best choice for the TRACER and TRACERPlus programs. We are the only bidder who can offer a fully staffed, local team with the appropriate training and knowledge to continue providing quality service to the City of Tracy and its residents. Our staff know the programs, the passengers, and the City. MTM Transit's familiarity with the contract translates to reliable, safe, seamless service day after day. While other bidders must dedicate time and resources to a lengthy, burdensome transition, MTM Transit can build upon our strong foundation while incorporating program improvements under the new contract term. This includes helping the City transition to the new software platforms, implementing our proposed service enhancements, and helping the City achieve its short and long-term goals.

We read, understand, and agree to all requirements of the RFP and accompanying addenda, and we affirm that all information contained within the proposal is accurate, truthful, and factual. As President and CEO, I am the officer who can bind MTM Transit to the offer presented. The City may communicate with Vice President of Proposals Amy Ritchie regarding the proposal and contract negotiations. Amy can be reached at aritchie@mtm-inc.net or 636-695-5634; please feel free to contact her with any questions. This contract is important to us and we look forward to continuing our long-standing relationship with the City of Tracy.

Sincerely,

Alaina Macia

Alaina Macia, President and CEO
314-495-4953 | amacia@mtm-inc.net

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Mark Maloney, Director of Public Transportation & Operations
Regional Transportation Commission of Washoe County



MTM | Transit

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Organizational Information



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Organizational Information

Provide a statement of the firm's organizational structure, experience, history, form of legal entity (i.e. partnership, corporation, etc.), capabilities, financial solvency, list of owners and officers and management philosophy. Particular attention to management philosophy is important because the CITY is interested in how potential the CONTRACTOR intends to manage the staff and system. For example, is the business based locally, will hiring be done locally or will existing employees be brought here, will employees work on a full-time or mostly part-time basis, etc.?

Company Overview and History

In 2009, the leadership of Medical Transportation Management, Inc. (MTM) established MTM Transit to help agencies like the Tracer Public Transit System (TRACER) meet the transportation needs of their communities. We have operated TRACER services for nine years as the City's contractor since 2016.

Over the past 16 years, MTM Transit has grown responsibly by focusing on the passenger experience and providing unparalleled hands-on management. As a privately-owned company, we prioritize quality over quantity. Instead of meeting quarterly profit marks, we strive to meet performance standards of our contracts and foster a culture that reduces turnover.

The best testament to MTM Transit's quality service is the long-term partnerships we have with our clients, including the City of Tracy for whom we have proudly served since 2016. We have received numerous contract extensions and have never had a contract terminated early. MTM Transit looks forward to extending our partnership with the City of Tracy through this procurement.

Form of Legal Entity

MTM Transit is a Limited Liability Company (LLC) and certified woman-owned business enterprise (WBE), incorporated in Missouri in 2009. MTM Transit is a majority-owned subsidiary of Medical Transportation Management, Inc. (MTM), a national transportation manager with 29 years of experience. Alaina Maciá leads both MTM Transit and MTM as President and CEO. While the two organizations share several corporate functions including Information Technology (IT), Legal, Marketing, Accounting, People and Culture (Human Resources, Training, and Corporate Compliance), and the Project Management Office (PMO), they have separate dedicated management structures for Operations.

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Financial Solvency

MTM Transit is financially secure, meeting all short-term and long-term obligations, and can fulfill a resultant contract with the City, with the commitment to meeting and exceeding the scope of services as outlined in the RFP. In addition to having the necessary cash flows from operations, MTM Transit has access to a $62.5 million line of credit with Wells Fargo available for working capital and the general needs of the business. We also have available lease lines with vendors in unspecified amounts for equipment purchases, and we have available cash flows from our operations.

List of Owners and Officers

MTM Transit's owners include:

- Alaina Maciá - 57%
- MTM - 43%

MTM Transit's officers include:

- Alaina Maciá –Chief Executive Officer
- Jill Heneghan –Chief Financial Officer
- Thomas Weise – Chief Legal Officer
- Brian Balogh – Chief Operating Officer, Transit
- Kerri Mileski – Chief People Officer
- Michele Lucas – Chief Marketing Officer
- Rick Holbrook – Chief Technology Officer
- Chad Nolan – Chief Data Analytics Officer

Management Philosophy

MTM Transit's management philosophy centers upon open, transparent communication with our clients and our staff. The City has seen firsthand how we empower local leadership to make decisions without the burden of unnecessary bureaucracy, with the unwavering support of our corporate team. As the contractor for the past nine years, MTM Transit has a fully staffed, local team with the appropriate training and knowledge to continue providing quality service to the City of Tracy and its residents. Our staff know the TRACER program, its passengers, and the City, and their familiarity with the contract translates to reliable, safe, seamless service day after day. We propose all full-time, local, dedicate staff for the program; this approach promotes retention, employee satisfaction, and service quality.

Our local management team has been with the program for years and remain dedicated to the program for the new contract term. Under their leadership, the program continues to thrive, growing ridership by double, maintaining high on-time performance, and superior maintenance.

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In addition to our local team, MTM Transit's corporate team supports the City and the TRACER programs with consistent communication and a commitment to meeting and exceeding contract expectations. Our corporate team spends time in Tracy supporting the local team, unlike our competitors. Regional Vice President Scott Transue has been particularly involved in helping the TRACER program improve and grow. For example, Scott helped the City avoid a labor strike with the local union by helping negotiate increase wages and more affordable health benefits for operators. Through creative solutions, we were able to find a compromise which contains a reopener on health benefits every April for discussion. In the most recent reopener, we were able to provide a higher level of company contribution for the affected workforce effectively lowering their monthly premium payments, which was well received. No other company will be able to deliver the successful relationship MTM Transit has with the local union, which will help the City, and the TRACER program avoid the threat of work stoppage.

With MTM Transit, the City of Tracy will continue to receive the same dedication and focus we bring to each of our clients, small and large. We are very selective in the expansion contracts we pursue; we choose to work with clients who are true partners and share MTM Transit's value and culture. This results in a slower, more controlled growth for our company and allows our corporate resources and support to deliver on our promise of dedicated, focused management.

MTM Transit is flexible when asked to make changes, and we quickly identify and implement creative solutions to address any issues that may arise. We have demonstrated this to the City during our initial implementation of the TRACER program in 2016, expansion for the TracerPLUS on-demand service, and the renewal of our contract in 2021.

While the City's TRACER program may be a small contract among hundreds for another bidder, it is a meaningful contract for MTM Transit, and we treat it with the care and importance it deserves. Our dedication to the City is demonstrated by our long-standing relationship, the tenure and commitment of our local and corporate teams, and our history of collaboration to grow and improve the services.

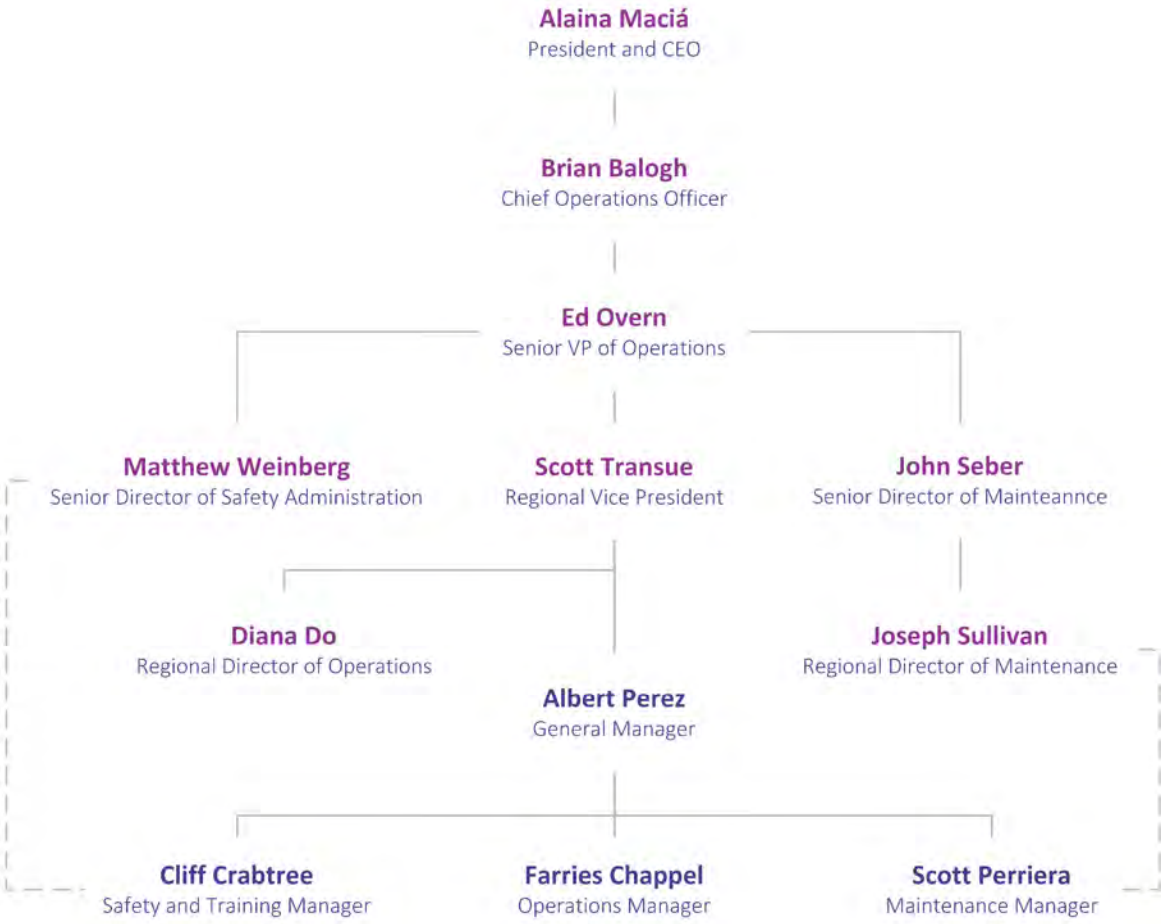
We understand the importance of these transportation services for the City and its residents, and that many people rely on the TRACER program to access their community each day. We treat our relationship with the City and the community with the true spirit of our motto: Every Trip Is Important.

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> *Nothing has fallen short of the company's mission that is printed on your cards: "Every trip is important." I'm sure that upholding this standard takes constant alertness, flexibility, and solid intention on everyone's part.*
>
> Diana D.
> *MTM Transit Passenger*

Organizational Structure

MTM Transit maintains a streamlined reporting structure to facilitate quick response to issues and open lines of communication. The following organizational chart shows how our local team fits into our overall corporate structure, including how the local management team will report up to our corporate staff once we implement our proposed changes for the Operations Manager and Safety and Training Manager positions.



Organizational Chart. *MTM's organizational structure provides efficient lines of report.*

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Our Tracy staff know the passengers, understand their needs, and provide reliable, friendly service on a daily basis. They are residents of the community themselves and take the time to connect with the passengers on a personal basis, making each trip an enjoyable, personable experience. This is a benefit only MTM Transit and our existing Tracy team can offer the City.

Experience and Capabilities

MTM Transit helps agencies meet the transportation needs of their communities, specifically transit-dependent populations. Access to local resources and amenities are important components of a healthy, productive life, and MTM Transit provides that access with the utmost dignity for every passenger. We offer a balance of innovation and best practices, deploying executive attention, technological advances, and responsiveness to maximize program success.

MTM Transit has proudly provided **safe, timely, and reliable transportation services since 2009**, including directly **serving the City of Tracy and the TRACER program since 2016**.

MTM Transit's principal line of business is providing fixed route, Americans with Disabilities Act (ADA) paratransit, demand response, dial-a-ride, and microtransit service operations, as well as additional transit services such as mobility management (ADA paratransit eligibility assessments and travel training services), transit call center operation, and transit quality assurance operations and support. We deliver cost savings, increased efficiencies, and customer satisfaction to clients and passengers across the United States in 17 states and the District of Columbia.

40	17	27.2 million	2.9 million	1,765+
Divisions	States + D.C.	Annual Miles	Annual Trips	Employees

15 YEARS AND COUNTING

For more than 15 years, MTM Transit has grown responsibly by focusing on passenger experience and providing unparalleled hands-on management. Our goal is to help agencies such as the City of Tracy meet the transportation needs of their communities – specifically, transit-dependent populations – by providing an exceptional passenger experience.

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Despite our rapid growth, MTM Transit remains privately owned and operated, prioritizing quality over quantity. We have no plans to sell or go public, allowing us to focus all our efforts on providing the best possible service for our clients and their customers. Instead of focusing on quarterly profit marks, we strive to meet the performance standards of our contracts, foster a culture that reduces turnover, and provide our clients with the best service possible.

Tracy's Trusted Contractor Since 2016

The City of Tracy awarded MTM Transit the contract to implement and operate the TRACER fixed route and complementary ADA paratransit services in 2016. In August 2020, we expanded service with the TracerPLUS on-demand pilot operation. In 2021, the City re-awarded the services to MTM Transit through a competitive procurement

MTM Transit implemented the TRACER program in less than a month. Upon contract award, we quickly secured a maintenance facility, inspected all vehicles, implemented Routematch dispatching software with new tablets, and installed Idrive on-board cameras. We also provided the City with four brand new service vehicles to supplement its fleet and retained 98% of the incumbent workforce. In our first 90 days of service, MTM Transit reduced road calls by 77%.

Over the first four years of service, we faithfully saw the City and the TRACER program through a number of improvements, such as receiving brand new Gillig transit buses, establishing a presence on Google Transit, transitioning Routematch to Reveal software, and implementing the TracerPLUS on-demand pilot. We integrated ourselves in the Tracy community, participating in food and toy drives, helping deliver meals to seniors through Meals on Wheels, and preparing route deviations for a Black Lives Matter march in June 2020.



MTM Transit's Tracy team donated to local food banks and Brighter Christmas of Tracy.

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Since 2021, MTM Transit has helped the City realize even more for the TRACER program. We supported 10 route increases for both the fixed route and on-demand services, as well as an increase in hours for the TRACERplus on-demand service. We successfully overcame staffing issues, doubling our operator pool to 37 operators to cover the increased demand. We passed four California Highway Patrol inspections with 100%, including one surprise inspection, and maintain 100% on-time preventative maintenance.

Our management continues to provide high quality service for the City and its residents, with on-time performance for paratransit service remaining above 95% every month for over two years. We addressed issues in our standard operating procedures to account for early pickups which negatively affected our on-time performance. Ridership for TRACER has doubled from the start of the contract; ridership of the TRACERplus on-demand service continues to grow, from 1,930 passengers in 2021 to over 8,970 passengers in 2023. We remain an active member of the Tracy community, participating in events like the 2023 Bike-to-Work, for which we donated a bike and helmet.

We are also very involved with the local union representing our operators. Regional Vice President Scott Transue has a positive working relationship with the union and maintains transparent, open communication between MTM Transit and union representatives to deliver on the needs of our operators.

We look forward to implementing changes under the new contract term to drive further improvement for the TRACER program, including:

- Upgrading all in-vehicle cameras to the Motive camera system
- Adding Mobileye collision avoidance system
- Adding new diagnostic equipment for fixed route buses
- Upgrading all support vehicles
- Providing two temporary revenue vehicles
- Staffing an Administrative Assistant to support program operations
- New laptops and tablets
- Upgraded market wages for all staff

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As required by the contract, MTM Transit will also provide two Chevy Starcraft Allstar 22'buses as spare revenue vehicles for temporary use. Upon contract award, we will upfit the vehicles with the destination signs, stop requests, fareboxes, and bike racks for the TRACER program. MTM Transit currently owns two vehicles in Tracy that could serve as spare revenue vehicles; however, they exceed the age requirements outlined in Addendum One. If the City desires, we could use these vehicles and remove the added cost of acquiring new Chevy Allstars from our proposed price.

Coordination as the San Joaquin Valley CTSA

In addition to serving the City of Tracy, MTM Transit is the Consolidated Transportation Services Agency (CTSA) for San Joaquin Valley. With this coordination, we offer the City more coordination between regional programs than any other vendor. Regional Vice President Scott Transue and Regional Director of Operations Diana Do oversee our contracts with Tracy and San Joaquin Valley, and keeps our Tracy team updated on opportunities to coordinate for the best service possible.

For example, as CTSA, MTM Transit can verify passenger eligibility for paratransit service and help assign passengers to the most appropriate TRACER service.

We can also refer passengers who may benefit from travel training to the available CTSA programs to transition them from paratransit to fixed route and/or on-demand services, saving the City money and helping Tracy residents gain more transportation independence.

MTM Transit can ensure passengers use the services for which they qualify, which helps the City manage cost for the paratransit system. As CTSA, our ability to better enforce eligibility assignment, including temporary and restricted status, also improves ridership and productivity for TRACER. These benefits are only something MTM Transit can offer the City.

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Similar Experience

In addition to our experience serving TRACER, MTM Transit's experience operating programs of similar size and scope gives us a breadth of applicable knowledge and best practices.

Client Name and Location	Para/Demand	Fixed Route	Microtransit	Reservations	Scheduling	Dispatching	Maintenance	Annual Ridership	Service Start Date
Hamilton County Department of Job and Family Services (HCJFS) – Cincinnati, OH	✓				✓	✓		120,000	Jan. 2010
Allegan County – Allegan, MI	✓			✓	✓	✓		110,000	June 2011
Sumter County – Bushnell, FL	✓	✓		✓	✓	✓		75,000	Oct. 2011
Centre Area Transportation Authority (CATA) – State College, PA	✓		✓	✓	✓	✓		38,000	April 2012
City of Perrysburg – Perrysburg, OH	✓			✓	✓	✓	✓	12,000	June 2013
Orange County – Goshen, NY	✓			✓	✓	✓	✓	25,000	Jan. 2014
Capital Metropolitan Transportation Authority (CapMetro) – Austin, TX*	✓		✓			✓	✓	903,000	May 2014
Sarasota County – Sarasota, FL	✓			✓	✓	✓	✓	150,000	Mar. 2016
City of Tracy – Tracy, CA	✓	✓	✓	✓	✓	✓	✓	125,000	Aug. 2016
Regional Transportation Commission (RTC) of Washoe County – Reno, NV	✓		✓	✓	✓	✓	✓	200,000	July 2017
Lane Transit District (LTD) – Eugene, OR	✓			✓	✓	✓	✓	170,000	Aug. 2017
Martin County – Stuart, FL	✓	✓				✓	✓	90,000	Oct. 2020
Heartland Regional Transportation Planning Organization (HRTPO) – Sebring, FL	✓			✓	✓	✓	✓	127,000	July 2021
Cascade East Transit (CET) – Bend, OR	✓	✓						45,000	Sept. 2021
Salem Area Mass Transit District (SAMTD) – Salem, OR*	✓	✓		✓	✓	✓		223,000	Jan. 2023
County of Hawai'i Mass Transit Agency (MTA) – Hilo, HI*	✓			✓	✓	✓		200	Jan. 2023
City of Escalon – Escalon, CA	✓					✓	✓	7,500	Feb. 2023
Denver Regional Transportation District (RTD) – Denver, CO*	✓		✓			✓	✓	120,000	July 2023
City of Manteca – Manteca, CA	✓	✓		✓	✓	✓	✓	62,200	July 2023
Valley Metro Regional Public Transportation Authority (Valley Metro) – Phoenix, AZ*	✓					✓	✓	450,000	Oct. 2023

**MTM Transit also holds ADA assessments and/or travel training contracts with these clients.*

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References

> *"Huge thank you to MTM Transit for your partnership and collaboration, communication, and for being proactive!"*

Melissa Kidd, Cherriots Customer Service Manager
Salem Area Mass Transit District (SAMTD)



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REFERENCES

List all of the contract services of similar operations that your firm has provided during the proceeding five years, including the name of the agency, company, or entity, contact person and phone number, description of service(s) and dollar amount of contract.

The best testament to our ability to deliver on the requirements for the City and its TRACER program is the nine years we have served the program as the City's contractor. Beyond our extensive experience with the City of Tracy, MTM Transit provides services similar in size and scope across the nation. Below, we provide information for five current clients of comparable scope, size, and/or complexity to TRACER. We welcome the City to contact these agencies listed as references. We are proud of all of our contracts and would be happy to share similar information for any other client programs we operate, upon request.

City of Escalon – Escalon, CA



In February 2023, MTM Transit began operating eTrans, the City of Escalon's deviated fixed route and demand responsive transit system. eTrans provides local dial-a-ride services within the City limits, as well as a flex route to Modesto. The City of Escalon sought out MTM Transit for this opportunity due to our reputation and the service we provide to our other local area clients, including the City of Tracy and San Joaquin Valley. We implemented this service within one month and continue to successfully operate it alongside our Tracy operations.

City of Escalon

Address:	2060 McHenry Avenue Escalon, CA 95320	**Contract Term:**	February 2023 to Present
Contact Information:	John Andoh, Transit Manager 209-691-7465 jandoh@cityofescalon.org	**Annual Contract Value:**	$227K
Description of Services:	Transportation operations – dispatching, vehicle operation, and vehicle maintenance, as well as staff recruitment, hiring, training, and management – for eTrans, the City's deviated fixed route and demand responsive transit system		

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City of Manteca – Manteca, CA



MTM Transit started working with the City of Manteca in July 2023. The City specifically sought out MTM Transit for this opportunity due to our reputation and the skillset we provide for our current clients, including our nearby operation in the City of Tracy. We currently operate the City of Manteca's combined fixed route and ADA paratransit services, collectively known as Manteca Transit. We perform dispatching and vehicle maintenance, as well as completing more than 10,800 trips each year using ten vehicles. We also conduct rider checks monthly to ensure customer satisfaction.



When we took over this service, the City was struggling with reporting, staffing, and supervision from the previous contractor. We quickly turned things around, working with the local union to solve staffing issues, and provided a qualified local management team to lead the program. We also manage supplementary services for the City, such as ADA eligibility determinations, travel training, and application processing for the ADA paratransit services, through our partnership with the San Joaquin Regional Transportation District, which is the designated Consolidated Transportation Services Agency (CTSA) for San Joaquin County. This partnership has been in place since January 2021.

City of Manteca

Address:	1001 West Center Street Manteca, CA 95337	**Contract Term:**	July 2023 to Present
Contact Information:	Juan Portillo, Transit Manager 209-456-8775 | jportillo@manteca.gov	**Annual Contract Value:**	$2.2M
Description of Services:	Transportation operations – reservations, scheduling, dispatching, vehicle operation, and vehicle maintenance, as well as staff recruitment, hiring, training, and management – for Manteca Transit, the City's combined fixed route, dial-a-ride, and ADA paratransit system		

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Regional Transportation Commission (RTC) of Washoe County – Reno, NV

The Regional Transportation Commission (RTC) of Washoe County in Reno, Nevada selected MTM Transit to operate its ACCESS paratransit system in April 2017. With less than three months for implementation, we quickly recruited incumbent and new staff and began training focused on customer service and safety. Seven MTM Transit executives were on site with our training and human resources teams to oversee implementation.

MTM Transit inherited a very unhappy incumbent workforce, and there was a poor relationship with the union. We developed a strong partnership from day one with the Teamsters Local 533 union, and we met with employees as soon as we won the contract to explain our goal of creating a positive work environment. We completed a new collective bargaining agreement (CBA) with the union in less than a week.



MTM Transit implemented an award-winning training platform from the Transit and Paratransit Company (TAPCO) that focuses on changing operator behavior to reduce accidents and increase professionalism. Under the previous contractor, an average of five employees were calling off work each weekday. After one month of service, call-offs dropped from an average of 25 per week to only three. RTC was pleased with the smooth transition, improved operations, and positive change in employee morale.

RTC's ridership includes 3,600 eligible passengers for ACCESS, and MTM Transit has a staff of more than 70 individuals. We provided 700 trips on our first day of service, with excellent results. We used Trapeze reservation, scheduling, and dispatching (RSD) software from July 2017 to May 2018, and we implemented our internal software, Reveal, in June 2018, which has also improved productivity. MTM Transit successfully maintains compressed natural gas (CNG) vehicles in this contract.

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In November 2019, MTM Transit coordinated with the RTC to launch a new FlexRIDE microtransit service. This service replaced two routes, and it allows passengers to request rides online, or by calling us directly. The program offers exceptional flexibility and is fully on-demand.



MTM Transit also has a subcontracted transportation component for our RTC operations through Reno Cab Company. Our local Operations Manager manages this partnership and works closely with the subcontractor's Operations Manager on all trips sent to this taxi agency, as well as manages any complaints. Additionally, our Safety Manager assists their safety department on drug and alcohol compliance. We also hold monthly meetings with this contractor for a successful operation. This is a very positive relationship for both MTM Transit and Reno Cab Company, as well as the client and our passengers.

In January 2022, MTM Transit deployed our proprietary Mobility Direct ADA Eligibility Software for RTC's staff, replacing the paper process for eligibility requests and determinations.

Regional Transportation Commission (RTC) of Washoe County

Address:	1105 Terminal Way Reno, NV 89502	**Contract Term:**	July 2017 to Present
Contact Information:	Susi Trinidad, ADA Paratransit Administrator 775-332-2173 | strinidad@rtcwashoe.com	**Annual Contract Value:**	$7.6M
Description of Services:	Transportation operations – reservations, scheduling, dispatching, vehicle operation, and vehicle maintenance, as well as staff recruitment, hiring, training, and management – for the ACCESS paratransit system and FlexRIDE microtransit service		

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Cascade East Transit (CET) – Bend, OR



In September 2021, MTM Transit began operating the urbanized portion of transit services within Deschutes County, Oregon on behalf of Cascade East Transit (CET). MTM Transit currently operates ten fixed routes and a separate ADA paratransit service for areas within three-quarters of a mile of the fixed route service area. CET handles reservations, scheduling, and dispatching for these services, while MTM Transit operates 25 vehicles for the fixed routes and approximately 45,000 annual paratransit trips.

MTM Transit's partnership with CET has led to a significant improvement for operator retention and recruitment, on-time performance, customer complaint ratio, and labor relations with the local union. We worked with CET to ramp services back up while overcoming the challenge of recruiting in an operator-deficit environment, while maintaining a high retention among incumbent operators. Further, even though we are currently operating reduced fixed route services, MTM Transit has never lapsed in its commitment to the provision of ADA paratransit services for CET customers.

Our partnership with CET has facilitated longer term conversations around microtransit and the introduction of versatile technological tools to better facilitate the scheduling intake process when booking rides, tracking payments, and optimizing quality of service on a per trip basis. MTM Transit's ongoing expertise in paratransit scheduling has also led to a substantial decrease in overtime, thus resulting in a positive revenue hour rate for CET for the facilitation of additional service in other underserved areas.

Cascade East Transit (CET)

Address:	1250 NE Bear Creek Road Bend, OR 97701	**Contract Term:**	September 2021 to Present
Contact Information:	Tammy Baney, Executive Director 541-504-3306| tbaney@coic.org	**Annual Contract Value:**	$2.5M
Description of Services:	Transportation operations – vehicle operation, as well as staff recruitment, hiring, training, and management – for CET's Bend fixed route and dial-a-ride services		

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Salem Area Mass Transit District (SAMTD) – Salem, OR

MTM Transit began managing the in-person ADA paratransit eligibility and functional assessment program for Salem Area Mass Transit District (SAMTD) in July 2015. Through this program, we receive and process applications; schedule interviews, assessments, and rides to/from appointments; conduct interviews and functional assessments; make eligibility determinations; and provide eligibility information to SAMTD. We currently schedule and conduct approximately 80 interviews/assessments each month.

In 2016, SAMTD chose MTM Transit to also operate its call center and handle reservations for Salem-Keizer Transit. Under this contract that began in July 2016, we schedule NEMT for Medicaid members in the Salem-Keizer area, and in Polk and Marion counties, as well as RED Line dial-a-ride service, CARTS bus system, CherryLift, and Cherriots fixed-route services. Our Salem team books approximately 23,000 trips each month.



After a competitive procurement that combined SAMTD's call center services and paratransit operations and based on our successful partnership up to this point, SAMTD awarded MTM Transit an additional contract that started in January 2023. This newest contract consists of a directly operated ADA paratransit program along with shuttle and fixed route services, as well as the call center services that we had been providing for SAMTD for the past seven years. For the transportation management component of our new contract, we provide complete customer service, scheduling, reservations, routing, dispatching, supervision, fare collection, and transportation services for the Cherriots Regional, LIFT, and Shop and Ride programs. We also partnered with Via to provide RSD software for SAMTD.

Upon notice of award for this additional contract, we began working immediately to transition and implement the additional services to MTM Transit. The successful implementation was made possible by the collaboration between our local and corporate teams. We used our already strong relationships with the internal and external stakeholders to add this new component to our service portfolio for SAMTD. Since start-up, our partnership with SAMTD has led to drastic, positive turnaround for operator retention and recruitment.

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As a single operator for SAMTD, we provide SAMTD with a one-stop approach to mobility management for their customers, ultimately providing the valued benefit of familiarity within the community.

Salem Area Mass Transit District (SAMTD)

Address:	555 Court Street NE Salem, OR 97302	**Contract Term:**	January 2023 to Present
Contact Information:	Ben Sawyer, Contracted Services Manager 503-361-7588 | eben.sawyer@cherriots.org	**Annual Contract Value:**	$6.6M
Description of Services:	Transportation operations – reservations, scheduling, dispatching, and vehicle operation, as well as staff recruitment, hiring, training, and management – for the Cherriots LIFT paratransit system, Cherriots Regional service, and Cherriots Shop and Ride shopper shuttle, fixed route, and dial-a-ride service; ADA eligibility assessments		

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Prior Performance Indicators



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Prior Performance Indicators

Provide documentation of prior transit service experience including detailing startups, ridership improvement, on-time performance, safety record, cost containment, and productivity.

MTM Transit is proud of the service we provide to the City of Tracy and TRACER passengers. Each year, we seek to improve our service through improved on-time performance, better safety statistics, and overall enhanced service. From 2021 to 2024, our performance history for the TRACER program shows our commitment to delivering the best possible service.

Metric	FY2022	FY2023	FY2024	FY 2025 *(through Jan)*
On Time Performance				
Fixed Route	No data*	82.74%	85.93%	*85.59%*
Paratransit (+/-10 minutes of requested time)	83.1%	92.8%	96.9%	*97.2%*
Preventable Accidents	5	3	5	4
Total Mileage	307,680	388,987	463,544	*291,832*
Ridership				
Fixed Route Passengers	80,581	100,251	126,944	*82,290*
Paratransit Passengers	11,490	16,062	21,259	*14,176*
On-Demand Passengers	1,933	4,947	8,974	*7,084*

TRACER Performance History. *In the past four years, MTM Transit has improved on-time performance for paratransit service and successfully managed the increase in passengers for all services.*
**Software replaced in Q4 2022 for OTP tracking*

MTM Transit is a collaborative partner to our clients and always seeks to help them improve their programs. We have demonstrated our ability to improve service in our operations for Tracy:

- Effectively managed steady increase in service demand, including a growth of over 153,700 miles traveled annually across operations
- Increased the number of routes for fixed route, paratransit, and on-demand services
- Retrained and reevaluated our pickup standard operating procedure to account for several hundred early pickups negatively affecting our on-time performance, resulting in an improvement in on-time performance from 75% to 97-98%
- Accommodated ridership doubling while maintaining high on-time performance and a low AFR as well as increasing productivity
- Improved productivity from 1.91 in 2021/2022 to 2.54 in 2023/2024 while accommodating additional routes

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- Doubled the number of operators since 2022 from 17 to 35 to accommodate growth
- Successfully passed four California Highway Patrol inspections, including one surprise inspection, with perfect scores (100%)
- Significantly reduced miles between road calls by maintaining 100% on-time preventative maintenance
- Piloted Trackit eDVI tool and Motive camera system in Tracy

Just as we do for the City, MTM Transit strives to improve all our operations, whether we are a new contractor or have operated the contract for years. MTM Transit listens to our clients' needs and works to deliver targeted initiatives for improved performance.

Client	Improvements
Regional Transportation Commission (RTC) of Washoe County – Reno, NV	▶ Improved employee morale and labor relationships by meeting with the union and negotiating a new CBA in less than a week ▶ Reduced accidents and increased professionalism by implementing the TAPTCO training platform, focused on changing operator ▶ Reduced call-offs after one month of service from an average of 25 per week to only three per week ▶ Improved productivity by implementing Reveal RSD software ▶ Implemented a new microtransit service, which has expanded multiple times due to high demand ▶ Deployed our proprietary Mobility Direct ADA eligibility software, which is used by the client's staff, replacing a manual paper process
Capital Metropolitan Transportation Authority (CapMetro) – Austin, TX	▶ Introduced new technology and a security system to protect vehicles and deter vandalism ▶ Simplified the fueling process and reduced deadhead by installing a 6,000-gallon fuel delivery system on-site ▶ Implemented a microtransit service, which has expanded due to demand
Lane Transit District (LTD) – Eugene, OR	▶ Increased efficiency and improved customer service in reservations, scheduling, dispatching, and operations ▶ Dramatically improved run-cut optimizations, route bids, training, safety programs, and performance ▶ Improved morale and customer service by focusing on a positive employee culture
Orange County – Goshen, NY	▶ Managed a 21% increase in paratransit trip volume within the same budget, while decreasing trip denials by 50% ▶ Improved on-time performance and reduced accidents and road calls

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Successful Startups

MTM Transit has a history of successful transitions, including for the City's TRACER program. We had less than a month to implement the TRACER program in August 2016. In that short time, we established and equipped a maintenance facility, furnished the City with four brand new vehicles, implemented Routematch software with in-vehicle technology, and installed Idrive on-board cameras. We successfully negotiated and transitioned union operations and hired other incumbent employees, retaining 98% of the incumbent staff. In our first 90 days of operation, we exceeded performance requirements and reduced road calls by 77%.

As the current contractor, we are the only bidder who can offer the City a seamless continuation of service. Even though we do not require any startup to continue our operations in Tracy, MTM Transit's successful startups demonstrate our team's cohesive management approach, and our commitment to customizing service to meet each client's unique needs. Since extending our partnership with the City of Tracy in 2021, MTM Transit has grown our operations with the following contracts, executing a seamless transition for each:

- **Manteca, California:** MTM Transit assumed operation of a combined fixed route and ADA paratransit program for the City of Manteca in July 2023. The City struggled with reporting, staffing, and overall management under the previous contractor. We turned things around quickly, working with the local union to solve staffing issues and establishing a qualified local management team to lead the program.
- **Escalon, California:** In February 2023, MTM Transit began providing deviated fixed route and demand response services for the City of Escalon. The City of Escalon sought out MTM Transit for this opportunity due to our reputation and the service we provide to our other local area clients, including the City of Tracy and San Joaquin Valley. We implemented services with a one-month timeframe.
- **Salem, Oregon:** MTM Transit expanded our operations with the Salem Area Mass Transit District (SAMTD) in January 2023 to manage the ADA paratransit program along with shuttle and fixed route services in addition to the ADA paratransit eligibility and functional assessment program and call center services we have been providing for SAMTD since 2015. We leveraged our strong relationships with the internal and external stakeholders to add this new component to our service portfolio for SAMTD. Since start-up, our partnership with SAMTD has led to drastic, positive turnaround for operator retention and recruitment.

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- **Hilo, Hawaii:** In January 2023 MTM Transit assumed operation of the County of Hawai'i Mass Transit Agency (MTA) ADA paratransit services, as well as ADA paratransit eligibility determinations and travel training services. We successfully completed start-up within one-month. On day one of our contract, we began operating the ADA paratransit services, and in March 2023, we started providing assessments and travel training. We partnered with Via to implement software in June 2023, and we implemented our proprietary mobility management software, Mobility Direct, in July 2023.
- **Denver, Colorado:** The Denver Regional Transportation District (RTD) expanded their partnership with MTM Transit in July 2023 to operate a portion of the agency's Access-a-Ride ADA paratransit service. To support the program, we established a new business office and vehicle maintenance facility in Denver, and hired more than 100 employees, transitioning many from the incumbent service provider.
- **Phoenix, Arizona:** Similar to other clients, the Regional Public Transportation Authority (RPTA), Valley Metro expanded its partnership with MTM Transit in October 2023 to provide paratransit services in addition to the paratransit eligibility and fixed route travel training services we have provided the agency since 2018. During the implementation of the paratransit program, we worked closely with Valley Metro to overcome challenges with operator shortages, bringing in out-of-town operators to prevent the shortage from impacting service. Within one month of operation, we realized a 13.28% improvement in on-time performance, reduced late pull-outs by 51 routes, reduced missed trips by 81, and complaints by 15.

Safety Record

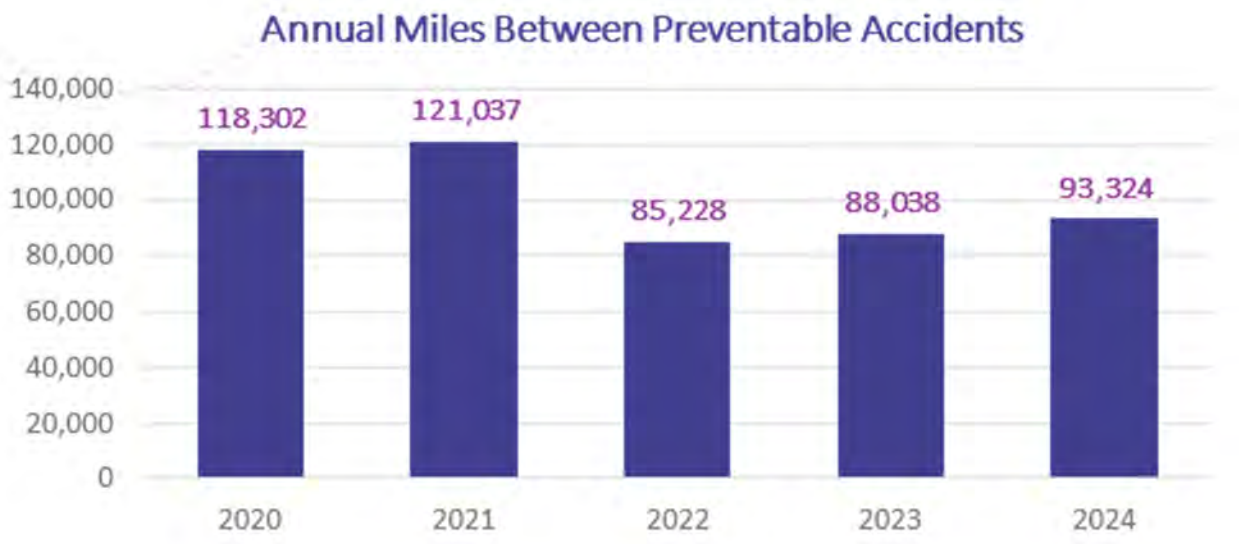


MTM Transit is proud of our industry-leading safety record, which is a result of our commitment to safety and the strength of our training programs. From careful operator screening and training to comprehensive vehicle inspections, we maintain a safety-focused culture. We provide a steady flow of positive safety training materials and information and recognize those who are performing safely with safety bonuses. We also provide specific training tools that focus on the greatest needs of each of our contracts, including extensive securement training and continual refresher training.

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Annual Miles Between Preventable Accidents

Our average number of revenue miles between preventable accidents for 2024 was 93,324 and we have maintained impressive statistics in this area over the past five years, as shown below.



Annual Miles Between Preventable Accidents. *MTM Transit's safety-focused culture results in secure, reliable transportation.*

Accident Frequency Rates (AFRs)

We have one of the lowest National Transit Database (NTD) accident frequency rates (AFRs) in the industry, and we maintain and exceed all local, State, and Federal safety standards.

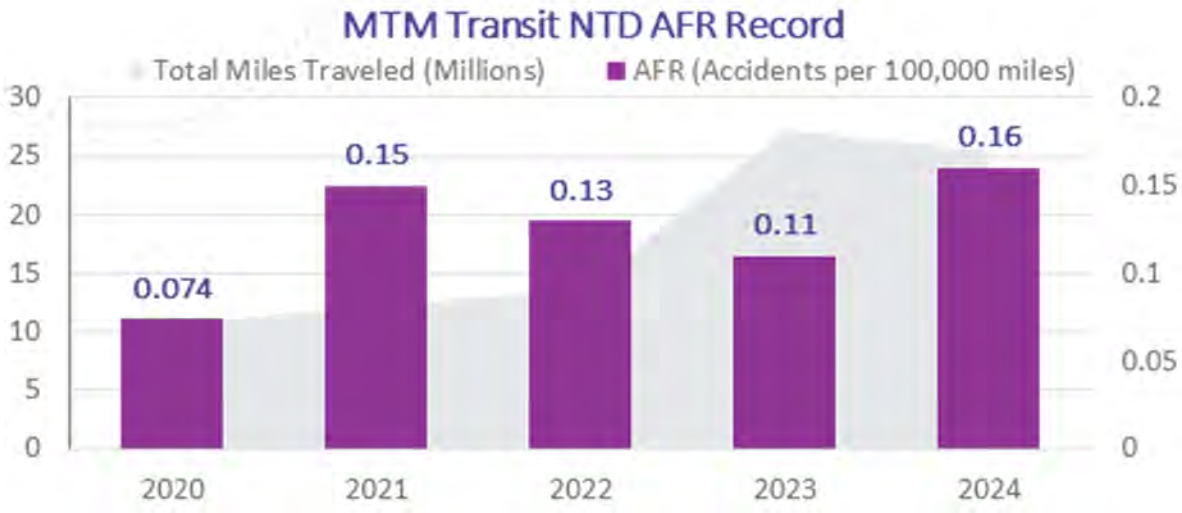
For the TRACER program, MTM Transit has maintained an AFR below 1.0 for the last four years, providing safe, reliable transportation for City residents. We have successfully maintained this low AFR even as miles traveled steadily increased.

Tracy Safety Record

	2021	2022	2023	2024
NTD AFR	0.00	0.00	0.44	0.39
Miles	364,432	387,986	452,052	518,163

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Companywide, for 2024, MTM Transit provided 25.5 million miles of trips and ended the year with a 0.16 NTD AFR. Below, we provide our NTD AFR record for the past five years, demonstrating consistently strong numbers, even as our annual miles have increased.



NTD AFR Record. *MTM Transit has maintained low NTD AFRs over the past five years.*

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Personnel

"I have only experience good, hard working people here. There has never been a request that I made on behalf of CapMetro that your team hasn't come through on. I am glad to partner with them!"

James Bush, Quality Control Specialist
Capital Metropolitan Transportation Authority (CapMetro)



MTM | Transit

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PERSONNEL

Submit the qualifications, background and availability of the candidate for General Manager. This will be the day-to-day contact for the CITY and cannot be changed without prior approval of a replacement. Describe the other management personnel and supervisory positions that will participate in the performance of this contract. Describe the CONTRACTOR's hiring program.

KEY PERSONNEL

MTM Transit provides the TRACER program with a qualified, dedicated, local team supported by the oversight of our experienced executive staff. Our current Tracy team will continue to perform above and beyond the City's expectations, as we retain them into the new contract term. These individuals are fully trained on all aspects of the program and have positive working relationships with the City and its passengers. For the new contract term, we propose transitioning Cliff Crabtree to the Safety and Training Manager role and Farries Chappel to the Operations Manager role. This change will provide more dynamic engagement with our dispatch and operations team. The City can review resumes for all key personnel in **Attachment B**.

General Manager | Albert Perez

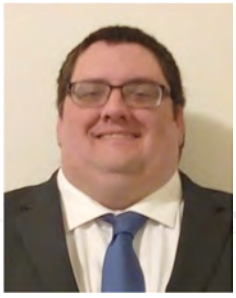


Albert has served as General Manager for the TRACER program since 2022, when he joined MTM Transit. He joined MTM Transit with more than 10 years of experience as a General Manager overseeing paratransit and fixed route operations, including two years as General Manager for TRACER with MV Transportation. His previous experience includes managing transportation operations in Modesto, San Jose, and Merced California, as well as for Yosemite National Park, where he oversaw a fleet of over 200 vehicles, a staff of 100 employees, and a budget of $7.5 million.

As General Manager, Albert has cultivated strong relationships with the City and its passengers, as well as MTM Transit's vendors and partners. Under his leadership, staff recruitment and retention have increased to successfully manage an increase in routes and services. Albert leads our local team by example, effectively managing financial performance, service delivery, and program improvement for the City and TRACER.

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Safety and Training Manager | Clifton (Cliff) Crabtree



Cliff Crabtree has been with MTM Transit in Tracy since 2016, when he joined our operations in Tracy, working his way from Customer Service Representative, to Dispatch, to Operations Supervisor over the course of two years, giving him an in-depth understanding of the program from all aspects of operations. In 2022, he rejoined our Tracy team as Assistant General Manager. As Assistant General Manager, Cliff plays a key role in recruiting and retaining qualified staff as well as overseeing MTM Transit's compliance with client expectations and state and federal regulations. He helped us successfully transition our software from Routematch to Reveal under the previous contract term and trained existing and new staff on features of Reveal, TransLoc, and Passio. Cliff is extremely knowledgeable about the Tracy operations continues to be an asset to MTM Transit and the City.

In addition to serving Tracy, Cliff managed operations for our 65-vehicle Reno, Nevada paratransit program as Operations Manager, and Livermore Amador Valley Transit Authority (LAVTA) ADA Paratransit program as General Manager. To complement his professional experience, Cliff is an expert in transit software, including Routematch, Novus/Trapeze, Reveal, Spare Labs, TransLoc, and Passio.

Under the new contract term, MTM Transit proposes Cliff moves into the role of Safety and Training Manager. We propose this change based on Cliff's experience, as well as our discussions with the City. MTM Transit is confident Cliff will excel in this role for the new contract term.

Maintenance Manager | Scott Perriera



Scott has served as Maintenance Manager for MTM Transit and the TRACER program since 2019. He brings over 30 years of maintenance and vehicle service experience to the program along with a degree in Automotive Technology. Scott oversees three maintenance employees who provide a high-level maintenance operation for the City and its TRACER program. During his tenue as Maintenance Manager, he helped MTM Transit implement new workflows to maximize shop performance, minimize asset downtimes, and improve compliance with recordkeeping. Under Scott's management, our Tracy team has successfully passed the CHP inspection four years in a row with a perfect score (100%) and maintained 100% on-time preventative maintenance.

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He also led the pilot of Trackit software in Tracy, which MTM Transit now uses across our operations. Scott helped develop the Trackit DVI and customize it to the needs of TRACER. Scott also arranged for the TRACER program to serve as a pilot for Motive cameras. These pilots allowed the City to be the first to use industry-leading software and help MTM Transit determine the policies and procedures we would implement across our operations. To recognize his success, he received the ZAP Manager of the Month in 2023 and Maintenance Manager of the quarter in 2024.

As Maintenance Manager, Scott oversees all maintenance, service, diagnosing, and minor repair of vehicles. Scott schedules preventative maintenance, tracks vehicle and maintenance documentation, and maintains the maintenance budget. In addition, he trains operators and maintenance staff on pre- and post-trip inspections and applicable OSHA, DOT, and FTA compliance. Scott also assists with new vehicle specs and collaborates the vendor in the build process for new TRACER vehicles.

Operations Manager | Farries Chappel



Farries joined MTM Transit as a Road Supervisor for our Tracy operations in 2022; in December 2024, he received a well-deserved promotion to Supervisor of Safety and Training. This role allows Farries to leverage his 25 years' experience in the transit industry serving in safety and training related positions to help MTM Transit maintain responsible, safe, reliable operations for the City and its TRACER programs. Prior to joining MTM Transit, he held a variety of roles for transit systems across central and southern California.

As Supervisor of Safety and Training, Farries manages and maintains MTM Transit's safety programs according to FTA, DOT, and Cal-OSHA requirements, as well as Federal Motor Carrier Safety Administration (FMCSA) and California Highway Patrol (CHP) regulations. He conducts facility audits and accident investigations, including determining root cause, and preventability. He works closely with MTM Transit's local management team and executive team to develop and implement safety systems to prevent reoccurring accidents/incidents.

Under the new contract term, MTM Transit proposes Farries transitions into an Operations Manager role, overseeing day-to-day operations. We believe this will be a seamless transition for Farries based on his performance, experience, and our understanding of the City's goals for the new contract term.

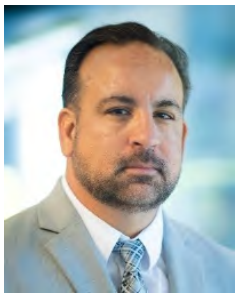
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Executive Team

MTM Transit provides a level of executive support unmatched by any competitor. We recruit and hire some of the most talented individuals from the industry. Our corporate leadership team has implemented and managed hundreds of public transit programs for major transit agencies in the industry. Their backgrounds are relevant to this contract and include experience with paratransit, demand response, dial-a-ride, microtransit, fixed route, transportation logistics and operations, quality management, financial management, and positive labor relations under various State-specific labor laws. We provide resumes for these individuals in **Attachment B**.

Our executives provide dedicated, qualified support during throughout the life of the contract, conducting project visits at regular intervals; our leaders will always be highly involved and accessible to the City.

Regional Vice President | Scott Transue



Scott has 24 years of management experience in the transit industry. He joined MTM Transit in November 2016 and currently oversees our transit and mobility management operations in the Western part of the U.S., using a hands-on approach to program direction so all clients and passengers receive personal, specific support. Prior to joining MTM Transit, Scott served as Vice President and Chief Operating Officer for a competing company in Los Angeles, California for over four years, where he oversaw a community transit program that provided numerous fixed route and demand responsive services. In addition, Scott worked for San Diego Metropolitan Transit System (MTS) for eight years as a Transit Operations Specialist/ADA Manager, where he managed operations of assigned transit services and specialized ADA services. Further, Scott has extensive experience managing fixed route, paratransit, and microtransit programs, as well as ADA eligibility functional assessment and travel training programs. Scott lives in California, making him easily accessible to the City for any support of TRACER.

In addition, Scott has experience working within union environments, including negotiating Collective Bargaining Agreements (CBAs), administering them for both fixed route and paratransit operations, and working with staff to manage the terms of each agreement. He has participated in grievance hearings and other processes related to union rules and regulations, and he has been the designated company representative for union elections.

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Scott has always maintained strong, positive relations with the unions with which he has worked, including the local union for the City of Tracy. As previously mentioned, Scott was instrumental in helping the City avoid a labor strike for our TRACER operators by helping negotiate increase wages and more affordable health benefits for operators, as well as a reopener on health benefits every April.

Scott oversees the MTM Transit's partnership with the City with support from Regional Director of Operations Diana Do. General Manager Albert Perez reports directly to Scott. He is heavily involved, present, and actively engaged with the TRACER program, and makes regular in-person visits to our local operations. Scott empowers Albert and our local management team to make decisions independently in support of the City's needs, while providing operational support, as necessary.

Regional Director of Operations | Diana Do



Diana joined MTM Transit in June 2017 as a Mobility Assessment Evaluator (MAE) with our paratransit eligibility contract for Access Services in Los Angeles, CA – where she had been working since 2009 – and was promoted to MAE Supervisor in September 2018. She was promoted again in December 2018 and relocated to Honolulu, HI to serve as the Program Manager for the new paratransit eligibility contract with the City and County of Honolulu. In Honolulu, Diana also helped adopt safety protocols during the pandemic to maintain ongoing services for applicants. When MTM Transit was awarded yet another new paratransit eligibility contract with San Mateo County Transit District (SamTrans) in San Carlos, CA, Diana was transferred back to California in July 2021 to provide her expertise as Program Manager. Her experience implementing and leading new programs proved very valuable to MTM Transit, resulting in her well-deserved promotion to her current role in January 2023. As Regional Director of Operations with 15 years of industry experience, Diana is currently responsible for supporting MTM Transit's mobility management and transit operations in the West region. Diana is dedicated to personal growth and has successfully completed her Master of Business Administration degree from California State University of Long Beach thanks to MTM's tuition reimbursement program. Diana lives in California, making her easily accessible to our local management team and the City.

Diana works directly with Regional Vice President Scott Transue, assisting with new and existing operations. Her extensive operations experience in different transportation modes provides a well-rounded approach to MTM Transit's mobility management and transportation projects, providing the highest level of client and division support in the West region.

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Diana plays a pivotal role in working alongside Scott to create and implement action plans for the TRACER program to ensure our services align with contractual obligations and exceed service expectations. Diana works with Scott and General Manager Albert Perez to evaluate program effectiveness and make changes to deliver quality service.

Senior Director of Safety Administration | Matt Weinberg



Matt joined MTM Transit in June 2021. Matt is a 21-year veteran of the transit industry and is responsible for standardizing safety and training programs for MTM Transit to maintain high quality, safe transportation nationwide. Matt is a Certified Safety and Health Manager (CSHM) who brings a wealth of knowledge and transit safety expertise to MTM Transit. Prior to joining MTM Transit, he most recently served as National Safety Director for one of the largest transit companies in the nation, overseeing company-wide regulatory compliance, training, and safety processes and procedures. Matt also has experience working hands-on in the field as a Route Manager and an Assistant General Manager, as well as the Area Director of Safety at National Express LLC. Throughout his career, Matt has implemented numerous training programs and led operations to reduce accident and injury rates.

Matt oversees our award-winning safety and training programs, aimed at ensuring high quality, safe transportation for passengers nationwide. He also oversees, updates, and enforces our Safety Management System (SMS), System Safety Program Plan (SSPP), Public Transportation Agency Safety Plan (PTASP), Emergency Preparedness Plan, and Drug and Alcohol Policies across our book of business. Matt also directs and conducts company-wide operational safety audits, and facilitates creative safety initiatives like regular safety blitzes, as well as our exclusive Zero Accident Philosophy (ZAP) and Safety Aware programs. Additionally, Matt coordinates with our corporate team, and our local management teams to meet MTM Transit safety goals, training objectives, and to maintain compliance with local, State, and Federal regulations.

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Regional Director of Maintenance | Joe Sullivan



Joe joined MTM Transit in October 2017 and currently oversees MTM Transit's maintenance activities for our contracts in the West region. He assists our local teams in properly maintaining vehicles through on-time preventative maintenance inspections, repairs, and bodywork. Joe has 16 years of experience in the fleet maintenance industry. Prior to joining MTM Transit, Joe held the positions of Heavy-Duty Transit Bus and Light Truck Technician, Lead Technician, and Fleet Maintenance Manager for MV Transportation. Joe is an ASE-Certified Master Technician and has experience in alternative fuel vehicles, multiplex electronic control systems, and Intelligent Transportation Systems (ITS) equipment that includes electronic fare boxes, automated customer counters, and smart card fare collection systems. In 2015, he received the American Public Works Association Professional Manager of the Year in Public Fleet for the Sacramento Chapter.

Joe oversees all aspects of MTM Transit's maintenance program for TRACER. He works with Maintenance Manager Scott Perriera and our local maintenance team to provide safe, timely, high quality preventative maintenance and repair for all City vehicles. In addition, Joe works with vehicle equipment manufacturers to provide training and resources for local mechanics and maintenance staff on new vehicle technologies.

Senior Director of Maintenance | John Seber



John joined MTM Transit in April 2022 as Regional Director of Maintenance for the Central region. In this role, John partnered with our local General Managers and maintenance teams to oversee activities such as preventative fleet maintenance, repairs, and body work. John was promoted to his current role in June 2023 and now oversees all MTM Transit maintenance operations across the country, working with our Regional Directors of Maintenance in each region, clients, and local management teams to increase service efficiency, maintain compliance, and ultimately support the successful execution of maintenance operations across all MTM Transit operations.

With 37 years of experience in operations and vehicle/facility maintenance management, John has overseen the maintenance of large vehicle fleets nationwide and he has experience working with unions under state-specific labor laws, including California.

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Prior to joining MTM Transit, John served as the Executive Director for the Central Indiana Regional Transportation Authority (CIRTA), Director of Maintenance for National Express, and Director of Maintenance and Vice President of Maintenance for MV Transportation.

John supports Regional Director of Maintenance Joe Sullivan and Maintenance Manager Scott Perriera, assisting as needed throughout the contract by regularly monitor the contract and maintenance reporting for contract compliance and quality regarding maintenance functions.

Senior Vice President of Operations | Ed Overn



Ed joined MTM Transit in February 2019 as Regional Vice President of the East region. Promoted to Senior Vice President of Operations in May 2023, he currently oversees all MTM Transit operations across the country, working with our Regional Vice Presidents, clients, and local management teams to increase service efficiency, maintain compliance, and support ongoing growth. A veteran of the transportation industry, Ed has served in a variety of roles for 41 years that have helped him cultivate his superior level of transportation expertise. Beginning as an EMS Dispatcher and Paratransit Operator in 1984, Ed quickly advanced his career as a Field Medic, serving a busy 911 system in the Boston, Massachusetts metro area. He then moved through the ranks to become Vice President of Operations for Emergent and Non-Emergent Operations in New England for American Medical Response. He moved to public transit operations in 1998, overseeing the Ride paratransit operation in Boston, before moving on to high-level management roles at major transportation providers.

Prior to joining MTM Transit, he served as MV Transportation's Regional Vice President for 13 years, providing operational oversight and leadership to fixed route, paratransit, and shuttle bus operations in the Central and East regions. He also served as Regional Vice President for Transdev with oversight of more than 35 fixed route, paratransit, shuttle, and microtransit operations.

Ed supports Regional Vice President Scott Transue and General Manager Albert Perez assisting as needed throughout the contract. He collaborates with Scott and Albert to ensure MTM Transit's performance for TRACER aligns with all operational and financial contract requirements. Ed also regularly monitors contract reporting for compliance and quality.

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Chief Operating Officer | Brian Balogh



Brian leads all MTM Transit operations to achieve contract compliance and efficient quality service. Brian joined MTM Transit in December 2015 and has 31 years of transportation management experience. He brings a wealth of expertise to MTM Transit and focuses on appropriate fiscal management, data retention, transparency with clients, and customer service. He assesses customer satisfaction and implements plans to improve operations, reevaluating, as necessary. Brian is also responsible for maintaining budget compliance and developing plans to exceed financial goals. Prior to joining MTM Transit, Brian spent nine years as Senior Regional Vice President for MV Transportation where he oversaw 20 divisions and over 24 contracts across five Midwest States, managing more than 1,500 employees, and overseeing the maintenance of 650 fleet buses. Prior to that role, Brian spent 15 years with Greyhound Lines where he served as the District Manager of Field Operations. In this role, he oversaw nine terminal facilities, 110 commission agencies, 350 operators, and 225 employees in a 14-State area.

Brian also has extensive experience and knowledge in labor relations. He has a degree in Management and Labor Relations from Cleveland State University, and during his tenure with Greyhound, he was a lead negotiator multiple times for the labor relations team for their national CBAs covering thousands of operators and mechanics. He attended the Interest Based Bargaining training with the Amalgamated Transit Union (ATU) at the George Meany Center in Washington D.C. Further, Brian has negotiated almost 50 separate CBAs in the United States (ATU, Teamsters) and Canada (CUPE) covering operators, maintenance workers, and office staff. He has built relationships with labor leaders during both negotiation and oversight/implementation of large national agreements as well as smaller individual operating divisions.

Brian supports Senior Vice President of Operations Ed Overn, Regional Vice President Scott Transue, and General Manager Albert Perez, assisting as needed throughout the contract. He collaborates with Ed and Scott to align MTM Transit's performance for the City with all operational and financial contract requirements. Brian also regularly monitors contract reporting for compliance and quality.

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President and CEO | Alaina Maciá



Alaina oversees all operations at MTM Transit and is President and CEO of MTM Transit and affiliate MTM. She serves as the executive liaison for contractual and operational matters, and under her leadership, MTM Transit meets and exceeds contract deliverables within the required timeframes. Alaina has been in a senior management role within the transportation industry since April 2003, giving her 21 years of experience as an executive. She was the driving force and the visionary behind the creation of MTM Transit in 2009, and her priority is to drive the company to be the leader in high quality transportation. Alaina's vision and passion for ensuring all community services are accessible without barriers, including healthcare, job access, and social services for all people, including those in need, is what continues to drive MTM Transit forward. She is leading the transportation industry to focus on a sustainable future with a reduction in climate impact.

Alaina holds a master's degree in business administration from Washington University in St. Louis' Olin School of Business. She is actively involved in the St. Louis community and is a member of the Washington University Institute of Public Health National Council, the St. Louis Chapter of YPO (Young Presidents Council), the St. Louis Regional Business Council, the Mary Institute Country Day School (MICDS) Board of Trustees, and the Foundation for Barnes-Jewish Hospital.

Alaina is highly committed to MTM Transit's partnership with the City. Alaina is keenly aware that good structure and process delivers reliable and efficient services to all stakeholders, and she promotes this key tenet throughout MTM Transit.

Hiring Process

MTM Transit's recruiting and hiring process allows us to attract and retain high-quality employees. Motivating staff through excellent training, incentive programs, and compensation and benefits results in lower turnover, more satisfied employees, and an improved passenger experience. MTM Transit places significant emphasis on employee morale, as we believe that a satisfied and stable workforce impacts all aspects of contract performance. We focus on hiring the right people, training them to proficiency, and then providing them with tools, resources, and feedback to succeed. Our goal is to create an enviable workplace, enabling us to attract and retain individuals who will deliver excellent service with a focus on safety and customer service.

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As the incumbent, MTM Transit has an existing, fully trained workforce in place for the TRACER program. Our Human Resources department and local team will promptly recruit and fill any open positions so unavailable staff does not interrupt service.

We post and promote all positions that need to be filled, along with their applicable descriptions, on various outlets including:

- Local and national recruiting websites such as CareerBuilder, LinkedIn, ZipRecruiter, Indeed
- State employment/workforce development office
- Local job banks and fairs
- Social media such as Facebook and Twitter
- Local community colleges and universities
- Veteran and community outreach

We carefully recruit and screen candidates, only hiring those who display the qualities necessary to provide exemplary service on behalf of MTM Transit and TRACER. To screen candidates, our team conducts phone interviews and on-site testing and interviews all final candidates in person. MTM Transit checks references and backgrounds for candidates who pass interviews. These include criminal background checks and pre-employment drug screening on all employees, as well as motor vehicle record (MVR) reviews and physicals on all operators.

Equal Employment Opportunity

MTM Transit maintains an Equal Employment Opportunity Program and Affirmative Action Plan that complies with all provisions as outlined in FTA Circular 4704.1A, and all other corresponding state regulations including any revisions.

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Scope of Services



MTM | Transit

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Scope of Services

A detailed description of the methods by which the CONTRACTOR intends to perform the work set forth in the Scope of Services.

As the current contractor for the City of Tracy, MTM Transit understands the services required as set forth in the Scope of Services, and we have the existing staff, processes, and resources to continue performing the work without disruption to the City or TRACER passengers under the new contract term.

Over the past four years working with the City of Tracy, MTM Transit has proven our ability to deliver on the day-to-day operation of the TRACER fixed route, paratransit, and on-demand services, as well as our ability to accommodate growth and innovation for these services. We make sure the services comply with all Federal Transit Administration (FTA) and TDA requirements, conditions, and assurances.

As detailed throughout our proposal, MTM Transit has the necessary experience and an extensive understanding of the service model sought by the City for the operation of the TRACER program. We are fully prepared to perform all the necessary functions and provide the required equipment as outlined in the RFP and Scope of Services.

Operations

MTM Transit plans to build upon the strong foundation of our services for the City of Tracy and the TRACER program while incorporating program modifications and additions desired by the City under the new contract term. This includes helping the City transition to the new software platforms, implementing our proposed service enhancements, and helping the City achieve its goals for the new contract term. We continue to focus on operator recruitment and retention as the City seeks to expand fixed route service for better coverage. MTM Transit will address the need for improved dispatch and customer service by adjusting staffing to allow more responsive, attentive service across dispatch and reservations. We are confident in our ability to deliver on each of these goals for TRACER; we are the only bidder who will not require a transition period, allowing us to focus immediately on these service improvements.

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Staffing

As the incumbent, MTM Transit maintains a fully staffed operation for TRACER comprised of trained, knowledgeable individuals who know the services and the passengers. For the new contract term, we will adjust staffing to meet the requirements of the updated RFP. We also propose hiring an Administrative Assistant to support the contract as it continues to grow and expand. Our proposed staffing plan reflects these proposed changes with full-time employees; we propose hiring all employees as full-time. This gives employees access to benefits, improves retention, and translates into better service for the City and the TRACER programs. MTM Transit will increase personnel to meet service requirements, as necessary.

Position	FT Employees
General Manager, Albert Perez	1
Operations Manager, Farries Chappel	1
Maintenance Manager, Scott Perriera	1
Safety and Training Manager, Cliff Crabtree	1
Road Supervisor	4
Lead Dispatcher	1
Dispatcher	5
Administrative Assistant	1
Reservationist	4
Mechanics	3
Utility Worker	1
Operator	39

Staffing Plan. *MTM Transit will continue to provide sufficient staff for the TRACER program with sufficient full-time staff.*

Our existing Tracy team includes four Spanish bilingual reservationists and dispatchers ensuring we have at least one bilingual employee staffed during all hours of operation.

Beyond having a proven process for hiring and retaining qualified staff, MTM Transit devotes a great deal of time and effort to our training process, as detailed in ***Driver Training*** on **page 62**. Our training plan prepares vehicle operators, dispatchers, road supervisors, maintenance staff, and management for their day-to-day responsibilities. In addition to thorough initial and ongoing training, MTM Transit holds employees accountable with biannual DMV record checks, regular road supervision, initial and random drug testing.

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Performance Standards

MTM Transit will meet the City's standards for fixed route and paratransit service, as outlined in the RFP.

Fixed Route Service

- 95% on-time scheduled departures, ≤ 5 minutes late leaving from any timed stop
- 0% early scheduled departures
- 0% missed trips
- ≥ 100,000 miles between accidents
- ≤ 1 complaint for every 5,000 fixed route passengers

Paratransit Service

- 95% of passengers picked up +/- 10 minutes of scheduled pick-up time
- 0 passengers pick up ≥ 30 minutes after the scheduled pick-up time
- Contact passengers 15 minutes prior to scheduled pick up to advise if the route is on time, or how late the route is
- Use appropriate securements with each passenger; operators must notify dispatch immediately if a passenger refuses securement
- ≤ 1 complaint for every 2,000 paratransit passengers
- ≥ 40,000 miles between accidents
- All employees trained on ADA requirements for interacting with individuals with disabilities
- Train operators on the appropriate use of securements
- Priority for ADA certified individuals, accommodating seniors and other passengers on a space available basis
- Compliance with all other City policies

Performance Standards. *MTM Transit will continue to meet all TRACER performance standards for fixed route and paratransit service.*

If MTM Transit cannot or does not meet any of the City's standards, we present a plan to remedy the issue with our monthly reporting package.

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Transit Related Software

MTM Transit will use the City-provided CAD/AVL system through ETA Transit for fixed route services. Our team will work closely with the City and ETA Transit to learn and manage the software to dispatch fixed route vehicles.

MTM Transit understands the City is in the process of awarding a contract for implementing a software for on-demand services, and we will work closely with the City and its selected contractor to implement the selected software. Our team will learn and manage the system, including the app, for all on-demand dispatching. We have experience with many different routing, scheduling, and dispatching (RSD) systems, and we are confident we can effectively use any selected by the City. We understand the City is entertaining proposals from both Via and Spare Labs. MTM Transit uses these RSD platforms in several contracts and can leverage our experience to help the City achieve a seamless transition for the TRACER program.

Client	RSD Software
Allegan County – Allegan, MI	▶ Via
Capital Metropolitan Transportation Authority (CapMetro) – Austin, TX	▶ Spare Labs (paratransit) ▶ Via (microtransit)
Centre Area Transportation Authority (CATA) – State College, PA	▶ Ecolane (paratransit) ▶ Via (microtransit)
County of Hawai'i Mass Transit Agency (MTA) – Hilo, HI	▶ Via
Regional Transportation Commission (RTC) of Washoe County – Reno, NV	▶ Reveal (paratransit) ▶ Spare Labs (microtransit)
Salem Area Mass Transit District (SAMTD) – Salem, OR	▶ Via
Sarasota County – Sarasota, FL	▶ Via

In addition to the software provided by the City, MTM Transit uses Trackit for electronic Daily Vehicle Inspections (DVI) and road supervision, AssetWorks for our maintenance program, and reference materials such as All Data, Cummins Insight, and My Voith to successfully operate the TRACER program. We plan to continue using each of these programs in the new contract term, with approval from the City.

For the new contract term, MTM Transit proposes to replace the Idrive cameras with the Motive camera system and Mobileye collision avoidance system, as detailed on **page 42**.

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MTM Transit will provide Samsung tablets for all on-demand vehicles to run the selected software mobile application for the duration of the contract, as well as a minimum of two spares.

VEHICLES

MTM Transit provides four support vehicles for the contract, which we plan to replace with all new vehicles under the new contract term. The new vehicles will include a Ford Ranger shop truck, two Toyota Prius hybrid vehicles, and a Braun Ability Voyager wheelchair accessible van. As required by the contract, MTM Transit will also provide two Chevy Starcraft Allstar 22' buses as spare revenue vehicles for temporary use. Upon contract award, we will upfit the vehicles with the destination signs, stop requests, fareboxes, and bike racks for the TRACER program. MTM Transit currently owns two vehicles in Tracy that could serve as spare revenue vehicles; however they exceed the age requirements outlined in Addendum One. If the City desires, we could use these vehicles and remove the added cost of acquiring new Chevy Allstars from our proposed price.



Braun Ability Voyager



Ford Ranger





Toyota Prius Hybrid

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Chevy Starcraft Allstar

In-Vehicle Camera System

MTM Transit proposes to upgrade the camera system for all TRACER vehicles to the Motive camera system. We are in the process of transitioning all operations to Motive, as it is a better camera we can offer clients at a better value. We included the costs of Motive in our base price proposal.

Motive is an inertia-based camera system with extensive safety features, such as facial recognition, drowsy driving detection, safe distance warning, distracted driving detection, and audible alerts. Unlike many competitor video monitoring systems, Motive records continuously and allows us to request recordings from both inside and outside of the vehicle whenever a vehicle is operating. Distracted and drowsy driving detection helps prevent accidents, and facial recognition automatically identifies operators for accurate data and reports. Motive also includes accident detection, which detects potential accidents and alerts management.

If an accident occurs, Motive stores video, audio, GPS coordinates, speed, and g-force values. Additionally, Motive offers an environmental component to reduce idle time and fuel consumption and improve driving behavior, which reduce wear and tear on the fleet. Motive also comes with vehicle predictive fault code alerts allowing for real time review of vehicle maintenance activity to identify any potential mechanical items before they become major issues. This improves fleet availability, fleet and component longevity, and reduces road calls.

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Features	Benefits
✓ Dual camera (road and operator facing)	✓ Embedded neural network
✓ Events stored on device	✓ Real-time reports
✓ IR sensor for low light operation	✓ Company score
✓ Advanced heat dissipation technology	✓ Actionable intelligence
✓ Real-time fatigue and distraction detection	✓ Mobile app for fleet managers and operators
✓ AI to predict and prevent accidents, and assess risks and warn operators in real time	✓ ELD and Tachograph integration
✓ Facial recognition for operator safety	✓ Customizable AI sets
✓ Fleet maintenance health and diagnostic codes and alerts	✓ Durable casing
✓ Predictive and prescriptive analytics	✓ Custom dashboard for viewing real time status and activity
✓ Automatic (OTA) updates	✓ Custom instant reporting on operator improvement/safety efficiencies individual and as a group
✓ Industry standard encryption	
✓ GDPR compliant	

Motive Camera System. *Features and benefits of this industry-leading onboard camera system.*

Mobileye Collision Avoidance System

In addition to Motive, MTM Transit will also install Mobileye Collision Avoidance Systems on each vehicle. Mobileye is a windshield-mounted vision sensor that views the road ahead, identifying objects in the operator's path such as other vehicles, cyclists, or pedestrians. The system continuously measures the distance and relative speeds of these objects to calculate the risk of the operator colliding with them.



Mobileye can also detect lane markings and traffic signs, alerting operators if they veer out of their lane or if they go over the speed limit. A color screen control unit inside the vehicle provides visual and audio alerts to the operator. Through daily vehicle inspections and regular preventative maintenance, Mobileye will keep all vehicles in good mechanical and operating condition.

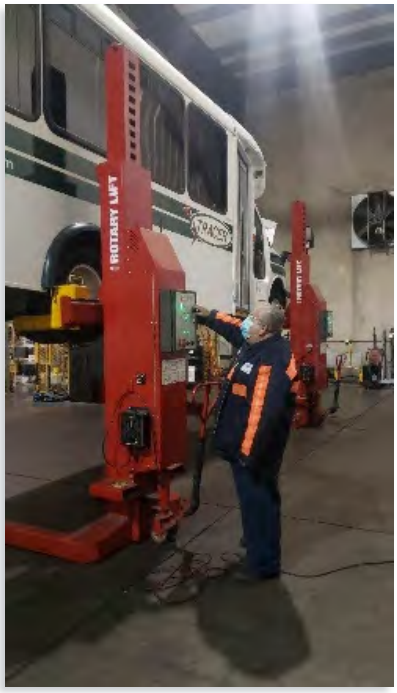
We included the cost of Mobileye in our price proposal.

As a note, Motive plans to release Forward Collision Avoidance Warning technology very soon. This tech will alert operators in real time if they are about to strike a vehicle in the current lane based on speed and distance. Depending on how soon Motive releases this feature, we may not require the Mobileye system on TRACER vehicles.

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MAINTENANCE

At MTM Transit, we take pride in the care of the vehicles we operate and keep them in superior mechanical condition to maximize their longevity. Properly maintained vehicles increase road performance statistics, reduce breakdowns and road calls, and contribute to the successful operation of the TRACER program. MTM Transit's comprehensive vehicle maintenance program complies with all City requirements; Original Equipment Manufacturer (OEM) standards; and all federal, state, local, or other governmental laws, regulations, requirements, and rules with respect to use, maintenance, and operation of the vehicles.



MTM Transit has established vehicle maintenance procedures, executed by our Tracy maintenance team, including Maintenance Manager Scott Perriera and maintenance technicians.



MTM Transit maintains all vehicles, including the City's fleet, on a 45 day / 3,000-mile preventative maintenance schedule, detailed below. We are proud to provide 100% on-time preventative maintenance for the TRACER program. Our fleet management software, AssetWorks, provides the ability to maintain all vehicle maintenance records, as well as preventative maintenance for fare box and ITS equipment for TRACER vehicles. MTM Transit provides internet in the transit yard for road supervisors, maintenance team, and the camera system router.

MTM Transit has an established maintenance facility at 503 W Larch Road, Unit G, Tracy, CA 95304. Our shop is conveniently located within the service area, less than five miles of the Tracy Transit Station. We equipped this facility to provide sufficient maintenance for the TRACER fleet, including adding a clean room and test bench for electronics repairs on fare boxes and new on-board ITS equipment.

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For the new contract, we propose adding new diagnostic equipment for the fixed route buses, including:

- New Automatic A/C Machine for the Gillig Buses
- New Tire Machine and Balancer for the Cutaways
- New Dell Rugged Diagnostic Laptops
- Cummins Insite Pro – Cummins Dealer Level Diagnostics
- Ford FDRS – Ford Dealership Level Diagnostics

We also plan to replace the shop truck with a new Ford Ranger.

We are proud of the maintenance program we maintain for the City, which meets all contract requirements and results in perfect inspection scores from the California Highway Patrol.

MTM Transit possesses an excellent operational safety record including satisfactory inspection ratings from the CHP. In fact, **all our CHP inspections for the past four years were perfect scores (100%) with no deficiencies**.

Preventative Maintenance Program

The following table shows MTM Transit's preventative maintenance program for TRACER, indicating the schedule and actions performed at each routine servicing. This schedule keeps vehicles in "Service Ready" condition at all times.

Preventative Maintenance Schedule							
	3,000 Miles	6,000 Miles	12,000 Miles	24,000 Miles	48,000 Miles	90,000 Miles	180,000 Miles
Vehicle PM Inspection	✓	✓	✓	✓	✓	✓	✓
All interior, engine compartment, under bus, exterior, air conditioning, breaks, and wheelchair lifts and ramps	✓	✓	✓	✓	✓	✓	✓
Inspect brakes, air system, suspension, and warning indictors	✓	✓	✓	✓	✓	✓	✓
Genfare fare box PM level 1	✓	✓	✓	✓	✓	✓	✓
ITS equipment Inspection	✓	✓	✓	✓	✓	✓	✓
Inspect lights, hoses, and belts	✓	✓	✓	✓	✓	✓	✓
Wheelchair lift inspection	✓	✓	✓	✓	✓	✓	✓
Chassis is lubed	✓	✓	✓	✓	✓	✓	✓

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Preventative Maintenance Schedule							
	3,000 Miles	6,000 Miles	12,000 Miles	24,000 Miles	48,000 Miles	90,000 Miles	180,000 Miles
Change engine oil and filter	✓	✓	✓	✓	✓	✓	✓
Rotate Tires		✓	✓	✓	✓	✓	✓
Wheelchair lift PM		✓	✓	✓	✓	✓	✓
Mountings inspection		✓	✓	✓	✓	✓	✓
Change hydraulic fluid and filter			✓	✓	✓	✓	✓
Genfare fare box PM level 2			✓	✓	✓	✓	✓
HVAC PM			✓	✓	✓	✓	✓
Replace HVAC intake filter			✓	✓	✓	✓	✓
Replace engine air filter			✓	✓	✓	✓	✓
Replace fuel filters			✓	✓	✓	✓	✓
Disassemble and clean spinner filter			✓	✓	✓	✓	✓
Pressure test cooling system for leaks			✓	✓	✓	✓	✓
Clean charge air cooler and radiator fins			✓	✓	✓	✓	✓
Test engine coolant protection			✓	✓	✓	✓	✓
Check front end alignment			✓	✓	✓	✓	✓
Replace transmission filter and fluid				✓	✓	✓	✓
Take transmission fluid sample				✓	✓	✓	✓
Replace wheelchair lift filter and fluid				✓	✓	✓	✓
Replace spark plugs				✓	✓	✓	✓
Genfare fare box PM level 3				✓	✓	✓	✓
Replace air dryer desiccant cartridge and purge valves				✓	✓	✓	✓
Clean compressor discharge lines				✓	✓	✓	✓
Genfare fare box PM level 4					✓	✓	✓
Service front wheel bearings					✓	✓	✓
Service rear differential					✓	✓	✓
Take differential fluid sample					✓	✓	✓
Clean differential breather					✓	✓	✓
Remove and inspect exhaust bellows					✓	✓	✓
Replace crankcase breather filter						✓	✓
Replace PP1 park brake valve						✓	✓

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Preventative Maintenance Schedule							
	3,000 Miles	6,000 Miles	12,000 Miles	24,000 Miles	48,000 Miles	90,000 Miles	180,000 Miles
Check and adjust engine valve lash						✓	✓
Replace drive belts						✓	✓
Replace engine coolant						✓	✓
Remove and clean DPF						✓	✓
Replace DEF filter							✓
AC compressor rebuild							✓
Replace exhaust bellows							✓

Maintenance Schedule. *MTM Transit will follow this Preventative Maintenance Schedule.*

MTM Transit does not allow vehicles to operate in revenue service if they are past due for a preventative maintenance inspection. We stagger maintenance inspections and repairs so we have the appropriate number of vehicles available at all times to meet demand.

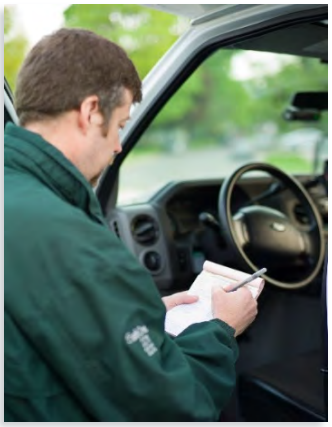
Major Repair and Body Damage

Due to the complex and specific nature of most major repairs, MTM Transit contracts for body damage and major repairs. MTM Transit ensures vendors make repairs and use only parts, materials, lubricants, fluids, oils, and procedures that meet or exceed OEM specifications and requirements.

MTM Transit enforces warranties of all vehicles and all systems, components, and subcomponents thereof and monitors covered repairs, so they are performed in a timely fashion. If it is determined that a warrantable component has failed, MTM Transit coordinates the warranty repair with the proper manufacturer.

Daily Pre-Trip Inspections

The pre-trip inspection is a critical component of daily maintenance and operations and serves as the first line of communication between our operators, who are our eyes and ears in service, and our maintenance team. MTM Transit teaches all operations and maintenance employees the critical nature of this documentation. If we find an employee taking shortcuts at this critical step, we coach and retrain and use progressive discipline as necessary.



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At the start of the day, operators perform a daily pre-trip inspection on every vehicle. The pre-trip inspection includes a 15-minute walk-around visual inspection and a check of the following:

- Fuel levels and leaks
- Engine oil, coolant, water, and transmission fluid
- Mobile validator operation
- Wheelchair lift/ramp check
- Security camera inspection
- Annunciator inspection and test
- Real-time Information system test
- Brake functionality
- Turn signals
- Headlights
- Brake, tail, and back-up lights
- Interior and exterior lights
- Windshield wipers and washer
- Door and window operation
- Mirrors and horn
- Steering and steering fluid
- Tires (air pressure, tread depth, wear)
- Lights and flashers
- The City system map and route schedule brochure inventory
- Interior and exterior visual inspection
- Defects reported by vehicle operators to identify potential safety and reliability items requiring immediate attention, including climate control mechanisms
- Front and rear suspension
- Wheelchair ramp, tie downs
- Radio system/tablets
- Heater(s) and defroster
- Air conditioning system
- Safety equipment
- Interior and exterior cleanliness
- Battery fluid, cables, and corrosion
- Body damage

A maintenance technician is on-site each morning thirty minutes prior to the first vehicle pull out to address vehicle maintenance issues. In addition, a manager is always present for peak pull out each day, available to support the operators, answer any questions, and ensure that each route is leaving the yard on time so that it will make its initial stop on schedule.

MTM Transit trains operators to recognize symptoms of maintenance issues and records findings on the Daily Vehicle Inspection (DVI) form and report any defects to a supervisor. If necessary, MTM Transit removes the vehicle from service until we repair and inspect it for return.

MTM Transit uses Trackit to provide electronic documentation of the Daily Vehicle Inspection (DVI) form. Operators complete the DVI form on tablets. Upon completion of the inspection, maintenance personnel review and note any defects in our AssetWorks software for appropriate follow-up.

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Post-Trip Inspections

Once the vehicle is out of service for the day, the operator records the mileage and usage of fuel and oil and checks for the same items inspected during the pre-trip inspection. The operator fills out a post-trip inspection log. Maintenance Manager Scott Perriera reviews all DVI forms on a daily basis to prioritize defects and quickly address issues. MTM Transit understands if operators continually write up issues that go unaddressed, the operator ceases to want to communicate minor defects. Therefore, we address every issue arising from trip inspections. Further, we always include the maintenance team in monthly safety meetings to foster open communication across operations.

Lift and Securement Maintenance

At 3,000 miles, or every 45 days, MTM Transit staff inspect each vehicle equipped with a lift for safety and cycle it one complete cycle. The bridge hinge and lift are cleaned of all dirt and debris using compressed air. All components of the lift are lubricated using penetrating oil specified by the lift manufacturer as appropriate for use. The technician then checks that the fluid level in the lift reservoir is at the proper level and tests both manual and electrical operation to ensure proper functioning and that the securement belts are intact and functioning. The technician ensures that the manual lift handle is in its proper place and inspects the interlock and warning alarm to ensure they are operating properly. MTM Transit does not allow vehicles with non-functioning lifts to enter service.

California Highway Patrol Inspections

MTM Transit complies with all California Highway Patrol (CHP) requirements and inspections. We maintain standardized records to keep our operations 'audit ready' at all times. We have had no defects in FTA triennials or CHP audits, successfully passing four CHP inspections, including one surprise inspection with no notice.

Vehicle Cleaning

The appearance of TRACER vehicles should be a positive and professional reflection of the services. MTM Transit employees keep vehicles clean at all times. Our Operations Manager and road supervisors perform periodic unannounced checks of vehicle cleanliness and monitor it through on-street supervision. We remove all vehicles that do not meet the City's and MTM Transit's cleanliness standards from service until the problem has been addressed. Cleaning never disrupts service.

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The following outlines MTM Transit's vehicle cleaning schedule, which we will revise upon request. MTM Transit maintains records of all cleaning and washing in a log for review and inspection.

Vehicle Cleaning Schedule			
	Daily	Weekly	Monthly
Sweep and dust floors and seats	✓	✓	✓
Remove all trash/debris	✓	✓	✓
Wash and disinfect interiors, including windows, seats, ledges, modesty panels, passenger signal strip, floors, stanchions, operator area, dash, and grab rails	✓	✓	✓
Sanitized with electrostatic sprayers	✓	✓	✓
Check and restock marketing materials	✓	✓	✓
Complete detailing of interior and exterior, including bumpers, wheels, window panels		✓	✓
Wash vehicle exteriors		✓	✓
Clean ceilings and walls			✓
Treat rubber or vinyl exterior components with preservative			✓
Steam clean seats			✓

Vehicle Cleaning Schedule. *MTM Transit keeps vehicles clean on a daily, weekly, and monthly schedule.*

MTM Transit will continue to use Butler's Mobile Cleaning Source for weekly exterior washing and cleaning. Butler's uses certified environmental cleaning solutions and has over 25 years' experience in fleet washing services.

We also staff a Utility Worker to help maintain the cleanliness of vehicle exteriors and interiors, manage vehicle fueling, and assist with vehicle pullout.

Maintenance Management Systems and Recordkeeping

MTM Transit proposes to continue using AssetWorks for fleet and equipment maintenance management, record keeping, analytics, and reporting for the TRACER program. AssetWorks allows our maintenance teams to:

- Monitor vehicle status, warranty requirements, and inventory levels, along with controls of scheduled and unscheduled repair items, such as air conditioning, wheelchair lift parts, and materials
- Define and track preventative maintenance schedules and repairs

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- Calculate when maintenance is due
- Schedule preventative maintenance notifications by date, mileage, or hours
- Provide a detailed maintenance history and cost summary



AssetWorks Software. *AssetWorks facilitates a variety of maintenance management, record keeping, and reporting tasks.*

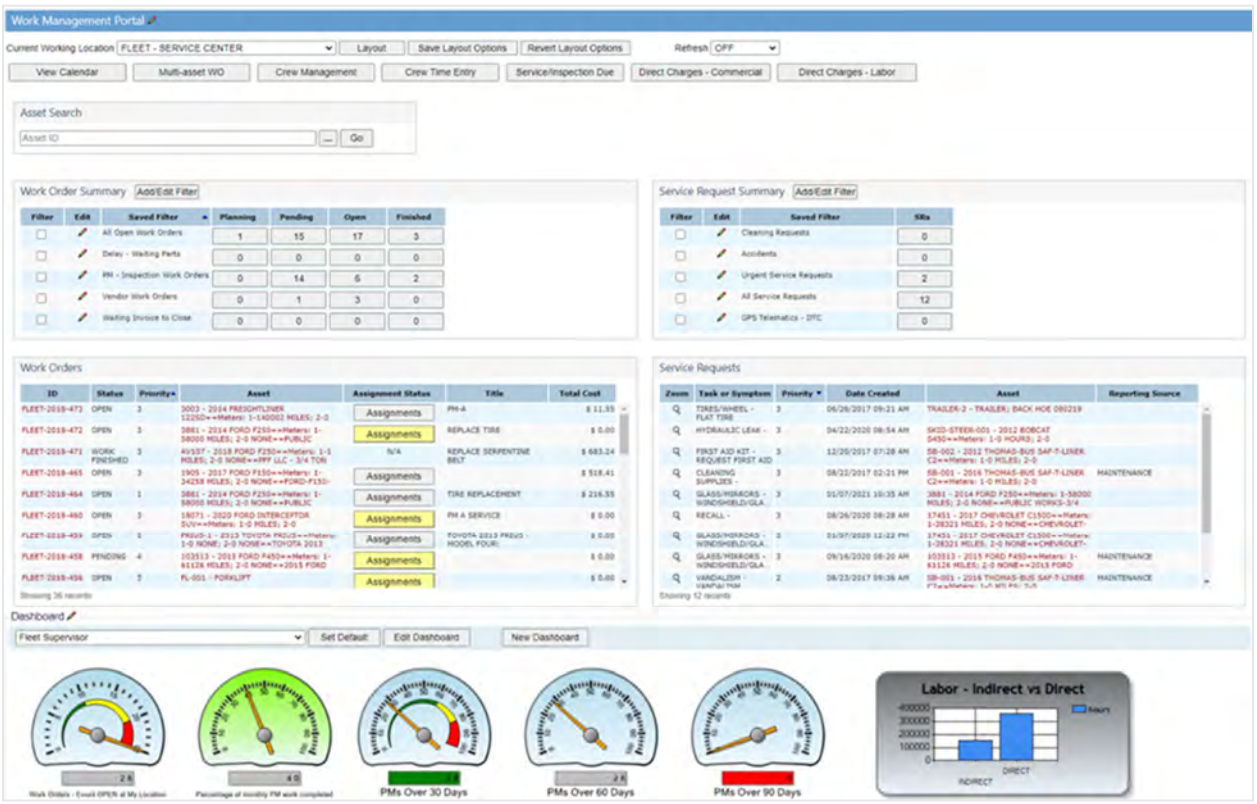
AssetWorks is the industry-leading fleet management software system on the market and helps MTM Transit keep the TRACER fleet on the road in the most cost-effective manner possible. AssetWorks provides alerts to users to notify them of urgent issues and dates that preventative maintenance is due. The software is also highly customizable and offers many user-definable features and options. It includes a full range of reports, which provides clients with immediate feedback on fleet performance.

AssetWorks tracks an unlimited amount of assets, including vehicles, equipment, parts, and fixed assets through their entire lifecycles. The information managed within the system includes:

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- Basic asset data, like year, make, and model
- Meters
- Preventative maintenance
- Department, location, and operator assignment
- Classifications
- Motor pool
- Acquisition
- Warranty
- File attachments
- Replacement
- Recurring costs

Our maintenance team uses AssetWorks to perform repairs, inspections, and warranty work as required. AssetWorks provides inherent workflows for the processing and completion of all work orders, which may be created as needed, from service requests, or auto-generated based on PM schedules. This includes internal maintenance shops, external commercial/vendor repairs, fully integrated inventory management, direct versus indirect labor, operational versus location downtime, and much more. AssetWorks provides a wide variety of supporting functionalities including work order processing, commercial work, billing, historical costs, shop calendar, notifications, recalls/campaigns, warranty information, and accident management. Additionally, AssetWorks provides a variety of dashboards for ease in tracking and reporting. The image below shows a sample Work Management Portal dashboard from AssetWorks.



AssetWorks Fleet Management Software. *One of the many dashboards available in AssetWorks.*

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MTM Transit also maintains a vehicle file for each vehicle within the software that includes a complete maintenance and repair history, inspection, and licensing documentation. The paperless storage system helps reduce our environmental footprint. AssetWorks can organize each vehicle file by vehicle number, and document all vehicle maintenance to include preventative maintenance, scheduled maintenance and inspection, unscheduled maintenance, fuel and oil usage, and engine and transmission rebuilds.

We also use AssetWorks to provide additional maintenance reports on a regular basis or as requested. AssetWorks provides over 275 out-of-the-box reports, as well as ad-hoc reporting capabilities so we can create the exact reports our clients need to understand their unique fleet operations.

Maintenance Quality Assurance and Audits

MTM Transit periodically conducts audits of both preventative and unplanned maintenance records. Maintenance Manager Scott Perriera performs a quarterly review and Regional Director Joseph Sullivan performs in-person audits biannually, totally six independent reviews each year. Scott physically re-inspects 10% of the preventative maintenance inspections performed each month. He analyzes unplanned work reports for frequently failing equipment and/or recurring problems. He also reviews work time reports to complete necessary maintenance and ensure service is not negatively impacted. Further, we also conduct proactive campaigns to address seasonal changes that can cause maintenance spikes and performance fluctuations. We welcome the City to inspect our vehicles and maintenance documentation at any time.

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Budget

"MTM Transit has been a valuable partner for CATA since 2012, facilitating a smooth transition from a different provider and quickly achieving positive results."

Cynthia A. Zerber, ADA/Paratransit Manager
Centre Area Transportation Authority (CATA)



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BUDGET

Submit a detailed breakdown of costs for all aspects of operation using Form K in Appendix D.

We are pleased to provide pricing to the City for TRACER fixed route, paratransit, and on-demand services. We based our pricing on our nine years' experience operating the TRACER program, as well as the information provided in the RFP and addenda.

As the current contractor, MTM Transit knows the true cost of the program. Our proposal includes several program enhancements, including:

- Upgrading all in-vehicle cameras to the Motive camera system
- Adding Mobileye collision avoidance system
- Adding new diagnostic equipment for fixed route buses
- Upgrading all support vehicles
- Providing two temporary revenue vehicles
- Staffing an Administrative Assistant to support program operations
- New laptops and tablets
- Upgraded market wages for all staff
- Adding two temporary spare revenue vehicles

Our proposed budget reflects MTM Transit's desire to be a transparent partner to the City; we priced the contract realistically, bearing the future of the TRACER program in mind. We look forward to improving and expanding TRACER services alongside the City during the new contract term.

MTM Transit would welcome the opportunity to discuss the details of our pricing and make adjustments if appropriate.

MTM Transit provided all forms from Appendix D, including Form K, in ***Required Forms*** starting on **page 96.**

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Employee Work Rules & Benefits Package



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Employee Work Rules and Benefit Package

Submit CONTRACTOR's specific work rules and benefit package that will be provided. Please include any incentive, motivational or awards program that you would provide.

MTM Transit's current operators meet the City's requirements; we will maintain compliance for any new operators hired. MTM Transit verifies all operators for the TRACER program meet all local and state licensing and regulations that exceed the federal standards. We review and maintain Motor Vehicle Reports and DOT pre-employment physicals before hiring any new operators to ensure they meet these standards. MTM Transit conducts MVR reviews and updated criminal background checks once every six months after hire. We provide information on debarment status or certification regarding debarment, suspension, and other ineligibility and voluntary exclusion to the City, as applicable.

Drug and Alcohol Program

MTM Transit maintains an employee alcohol and substance abuse testing program for all employees in safety-sensitive positions, including personnel engaged in the operation, maintenance and repair, and control of TRACER vehicles and equipment. We perform pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of these employees.

MTM Transit's drug and alcohol testing policy complies with all applicable requirements as established by the Federal Transit Administration or by other federal or state agencies, including 49 CFR Parts 653 and 654, Drug Free Workplace Act, and Omnibus Transportation Employee Testing Act of 1991. We distribute a copy of our drug and alcohol policy to every employee and maintain verification of receipt. MTM Transit has zero tolerance for positive results; we do not allow any employee with a confirmed positive drug or alcohol test to perform any work under the contract. We maintain test result documents in personnel files and make results readily available for inspection. MTM Transit will continue to send a monthly compliance letter to the County certifying compliance with the program.

Employee Conduct

MTM Transit takes our responsibility to our contracted clients very seriously. We are committed to providing the highest levels of service in all of our delegated functions, doing so with the utmost integrity and understanding that we are in a position of public trust. We hold our employees to the highest standards both professionally and ethically.

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MTM Transit's comprehensive Employee Handbook outlines the standards of excellence to which we hold all of our employees. This manual addresses the expectations of professional conduct regarding appearance, attitude and customer service, appropriate communication and interaction with passengers, and personal media devices. Employees understand from their day of hire that they are a representation of both MTM Transits and the City, and as such they shall remain polite and professional at all times – including, to a certain extent, in their actions outside of work.

Employees must present a neat appearance, wearing uniforms specified by the City, and conduct themselves in a courteous and professional manner at all times. MTM Transit helps the City meet their overall goal for Disadvantaged Business Enterprise (DBE) participation by using Blue Goose Uniforms, a certified DBE, to supply staff uniforms.

Benefit Package

MTM Transit offers an attractive benefits package that features a multi-tiered program of coverage options, enabling more employees to obtain coverage with greater flexibility in their choices. These benefits aid in employee recruitment, satisfaction, and retention. With a stable workforce and low turnover, the City and its passengers benefit. Satisfied personnel stay invested in the success of the contract and develop long-term knowledge of the program and passengers.

MTM Transit works closely with the Teamsters to comply with our collective bargaining agreement (CBA). Currently, our MTM Transit benefit package includes the following:

- **Medical Insurance.** MTM Transit offers three plans through UMR (including a high-deductible plan) and pays a portion of the cost for each employee enrolled.
- **Dental Insurance.** Employees pay 50% for coverage on average. We offer one plan with two network options through Delta Dental – a PPO network and a Premier network.
- **Vision Insurance.** 100% paid by the employee. The plan covers routine eye exams and pays for all or a portion of the cost of glasses or contact lenses.
- **Basic Life and Accidental Death & Dismemberment (AD&D) Insurance.** Employees' annual base salary rounded up to the next $1,000 increment with a maximum benefit of $250,000. Coverage reduction begins at age 65. MTM Transit pays 100% of this benefit.
- **Voluntary Life Insurance for Employee, Spouse, and Children.** Employees can enroll in additional life insurance coverage for themselves and/or eligible family members. Coverage reduction begins at age 65. 100% paid by the employee.

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- **Short-Term Disability.** Income replacement at 66.67% of weekly pre-disability earnings if the employee cannot work due to an approved disability. Maximum of $2,000 per week. MTM Transit pays 100% of this benefit and all benefit-eligible employees are automatically enrolled in the plan.
- **Long-Term Disability.** Plan provides 60% of an employee's pre-disability earnings, up to $10,000 a month. 100% paid by the employee.
- **Flexible Spending Accounts (FSAs).** Three pre-tax accounts available – Healthcare FSA, Limited Healthcare FSA, and Dependent Care FSA – that work in a similar way to a savings account to pay for eligible health care or dependent care expenses. 100% paid by the employee.
- **Health Savings Account (HSA).** Employees enrolled in the high-deductible health plan are eligible to participate in an HSA – contributions are pretax, and any interest earned on the account is tax-free. MTM Transit makes a one-time annual contribution to each HSA account.
- **Retirement Savings.** The 401(k) plan provides a company match of 100% on the first 3% of contributions and 50% on the next 2% of contributions. This is a Safe Harbor plan, so employees are immediately vested in all contributions and earnings as soon as they are deposited into their account. Alternatively, if the CBA dictates, we will contribute to established pensions for union employees.
- **Paid Holidays.** Employees receive nine paid holidays each year.
- **Paid Time Off (PTO).** We offer PTO accrual commensurate with seniority, using an all-inclusive PTO policy, as opposed to separate sick and vacation policies, allowing employees the flexibility to use accrued PTO for any reason.
- **State Law Mandated Sick/Safe Time Off.** Employees working in a State with a sick/safe time off law also receive the minimum number of sick and safe hours required, per year, in the State where the employee works, which resets on the employee's anniversary date each year. These hours are used in conjunction with accrued PTO to satisfy the State sick/safe time off law requirements.
- **Parental Time Off.** Eligible employees may receive paid time off during a rolling 12-month period to recover from childbirth, or to bond with their newborn, or adopted minor child. Eligibility is determined by length of service and employment status.
- **Bereavement Time Off.** Effective upon hire, paid time off (up to three business days) may be granted for the death of family member.
- **Allstate Insurance Plans.** Employee-paid coverage for critical illness, hospital indemnity, and accidents. 100% paid by the employee.
- **Allstate Identify Protection Pro Plus.** Employee-paid coverage for identify theft protection. 100% paid by the employee.

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- **MetLife Legal Plans.** Pre-paid legal plan. 100% paid by the employee.
- **Tuition Reimbursement.** We provide reimbursement for education – from certificates and licensures through doctorate degrees – through select universities.
- **Wellness Program.** Non-union employees enrolled in a medical plan are eligible to participate in the wellness program (at no additional cost), which includes challenges, health risk assessments, fitness classes, and rewards for completing various wellness activities. Employees can earn up to $500 in gift cards for completion of the annual requirements.
- **Employee Assistance Plan (EAP) and Work-Life Services.** 24/7 confidential access to professional counselors to assess needs, provide a listening ear, and connect employees with the appropriate trained specialists and community resources. MTM Transit pays 100% of this benefit.
- **First Stop Health.** Employees enrolled in a medical plan have access to a physician 24/7/365 (at no additional cost) from the convenience of home, work, or even on-the-go. Additionally, we offer the following services under this program:
    - **Enhanced Primary Care.** An employee can use a First Stop Health primary care physician (PCP) virtually as their designated PCP. Doctors will see patients for preventive care, as well as diagnostic care and condition management.
    - **Whole Person Mental Health.** An employee or family member can seek mental health care virtually seeing a social worker or psychologist. Ongoing services are available for continued care.
- **Condition Management Programs.** Employees enrolled in a medical plan can enroll in a variety of programs (at no additional cost), such as Hypertension Management through Livongo, Hinge Health for Chronic Joint Pain, and Real Appeal Weight Management Support.
- **Pre-Tax Commuter Benefits.** The commuter benefit program helps employees save money on commuting costs, including bus, ferry, train, and trolley tickets and passes; parking expenses (meters, garages, and lots); and vanpool fees (including uberPOOL, Via, and Lyft Line). 100% paid by the employee.
- **Via Benefits Insurance Services.** With intuitive digital tools and friendly customer support, Via Benefits helps employees find, compare, and enroll in an individual Medicare plan that best meets their needs, covers prescription drugs, and fits within their budget. MTM Transit pays 100% of this benefit.
- **Employee Perks.** We provide employees with exclusive perks and savings on everything from pizza, zoo tickets, movie tickets, oil changes, hotels, and car rentals.

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- **Inside Rx Pets.** We have partnered with Inside Rx Pets, a prescription savings program to provide pet parents discounts on brand and generic human medications prescribed for pets at 40,000 participating retail pharmacies.

MTM Transit uses an online platform, Workday, for our employees to manage their pay and benefits in one central location, either through a desktop version or a mobile app. Through Workday, employees can access pay stubs, tax documents, benefits information, an internal address directory, expenses, and more.

They can also use Workday to track time off and make time off requests, change and view benefits election details, access MTM Transit's Code of Conduct and Employee Handbook, and view and change their personal information. This platform empowers employees to manage multiple aspects of their employment in one single location at any time.

Employee Retention and Incentive Programs

MTM Transit incentivizes staff to operate vehicles as safely as possible, provide excellent customer service, and work for MTM Transit for the life of the contract. Ultimately, employees drive the success of the transportation program. By investing in our teams, we improve safety, service reliability, and quality. MTM Transit prioritizes our Tracy team members, which positively influences employee morale, attendance, and quality and consistency of service.

We focus on attracting and retaining strong, committed team members who improve our customer service. Across our book of business, MTM Transit has a low rate of employee turnover, which we maintain by providing:

- Competitive wages and benefits
- Stability of full-time employment
- Continuous recruitment efforts
- Referral bonuses for new employees
- Cross training for every position
- Advancement opportunities
- Company-provided uniforms
- Open door, employee-focused culture
- Effective initial and ongoing training
- Monthly employee recognition and awards
- Quarterly safety and customer service bonuses

Low turnover results in an experienced staff, continuity of service, fewer accidents and complaints, and operators who know their passengers well. Many of our operators have been providing rides to the same passengers for years. Interacting with the same operator on a regular basis puts our passengers at ease and provides the continuity of service they deserve.

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MTM Transit showed the City our ability to retain employees when we began losing operators to a competitor in 2018. To address the issue, we offered a retention bonus of $750 to all operators who stayed with MTM Transit until July 2019. We also leveraged temporary transfers from our Reno, Nevada operation to keep service running smoothly. Our approach helped control turnover, keep service running, and reward loyal operators, successfully mitigating the challenge before it became an issue for the TRACER program.

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Job Classifications, Wage Scales, and Bargaining Agreement(s)

> *"We have been impressed with MTM Transit in three areas: customer service, training, and technology. They understand the obligation to act in the spirit of public service and represent our clients in an ethical manner at all times. They provide extensive training and consistent monitoring and supervision to their staff. They introduced new technologies to improve the quality, efficiency, and reliability of paratransit operations."*

Susi Trinidad, Paratransit Specialist
Regional Transportation Commission of Washoe County



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Job Classifications, Wage Scales and Bargaining Agreement(s)

Submit a detailed breakdown of staffing, including job classifications, wage scales using Form L in Appendix D and provide disclosure of employee bargaining agreement(s).

MTM Transit submitted a detailed breakdown of staffing, including job classifications and wage scales using Form L in Appendix D as required. Form L is provided in ***Required Forms*** starting on **page 96**. In compliance with the City's requirements, we compensate positions in compliance with the RFP.

MTM maintains a collective bargaining agreement (CBA) with the Teamsters union, with which we developed a positive relationship over the past four years for our labor force. We are currently negotiating with the Teamsters for the upcoming contract term. Their representatives state they look forward to working with us under another successful CBA for the new contract term.

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Driver Training



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Driver Training

Submit a description of hiring and formal training programs for drivers and other employees. Identify training personnel and their experience relevant to this contract.

MTM Transit's proven curriculum familiarizes all MTM Transit staff with the duties of their position, and cross-trains each position to add a layer of redundancy and enhance each employee's knowledge of the program.

> *Another strength of MTM Transit over our previous provider is training and appearance. The drivers understand ADA regulations, how to properly Operate the equipment and secure wheelchairs, and the drivers are always dressed in uniform and look professional. Our equipment repair costs are down nearly 50% over the previous vendor.*
>
> Louwana S. Oliva, Assistant General Manager
> *Centre Area Transportation Authority, PA*

Our training focuses on superior customer service with an emphasis on empathy and the special needs of our passengers. We train operators on the safe operation of all vehicle types, wheelchair ramps, securement systems, and other equipment, as well as the secure collection and proper reporting of fares.

Operator Training

MTM Transit trains each operator on the basics of driving, securement, and customer service, as well as reporting inefficient routing and identifying potential conflicts. Our operator training curriculum features:

- MTM Transit classroom manual
- Facilitator guides
- In person, one-on-one, and group trainings
- Participant guides
- Written tests
- Skills assessments

For the TRACER program, MTM Transit's training also includes the following specific training:

- TRACER routes, schedules, and on-time performance standards
- City's transit system, including routes, stops, transfer locations with other agencies, key points of interest, and hours of operation

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- City transit policies and regulations, including the Reasonable Modification policy, Paratransit service policies, Etiquette and Code of Conduct, ADA, and Title VI
- Farebox training, fare transfer policies, and fare media accepted for TRACER services

Our standard operator training program is a minimum of 96 dedicated training hours; this includes 40 hours of classroom training and 56 hours of pre-driving skills, observation, and behind-the-wheel (BTW) training; this training satisfies all GPPV requirements. We provide a high-level overview of our operator training program in the table below, along with the hours assigned to each training topic. This outline consists of our basic training topics and hours, which exceeds all State standards and contains all required courses.

Operator Training

Classroom Training Topics	Hours
Welcome to MTM Transit and Paperwork	1.00
Meet the General Manager and Local Staff (with Facility Tour)	0.50
Introduction to Professional Driving	0.50
Federal Laws and Regulations	0.50
Hazard Identification, Mitigation, and Communication	0.50
Bloodborne Pathogens	1.00
Fatigue Management and Wellness	0.50
Safety Best Practices	1.50
Introduction to the Vehicle	3.00
Introduction to Pre-Trip and Post Trip Inspections	0.50
Pre-Trip Inspections	1.00
Pre-Trip Inspections (Engine and Drivetrain)	0.50
Post-Trip Inspections	0.50
Pre-Trip and Post-Trip Inspections (Revisited)	1.00
Mirror Adjustments and Reference Points	0.50
LLLC Defensive Driving (Smith System Program)	3.00
Preventing Distractions	1.00
Following Distance	0.50
Vehicle Emergencies	2.00
Sexual Harassment – Respectful Workplace	0.50
Accident Procedures	1.00
Intersections	0.50
Railroad Crossings	0.50

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Operator Training	
Local Service Requirements and Fares	1.50
Empathy and Customer Service	0.50
Pedestrian and Bicycle Awareness	1.00
Preventing Backing Accidents	1.00
Merging, Changing Lanes, and Passing	0.50
Special Driving Conditions	0.50
Introduction to Customer Service	1.00
ADA Compliance and Sensitivity	2.00
ADA Compliance and Service Animals	1.00
Lifts, Ramps, and Securement	3.00
Map Reading	1.00
Conflict and Aggression Management	1.00
MTM Transit's Accident and Emergency Procedures	1.00
National Transit Institute – Warning Signs and The Mark	1.00
Contract Specific Requirements	1.00
Classroom Review	0.50
Classroom Final Written Exam	0.50
Pre-Driving Skills, Observation, and BTW Training	**Hours**
Pre-Trip and Post-Trip Inspections	0.50
Mirror Adjustments and Reference Points	1.00
Closed Skills Course Introduction	0.50
Closed Skills Course	5.00
On-the-Road Safe Driving Skills	13.00
On-the-Road Defensive Driving Instruction	5.00
On-the-Road Safe Driving Skills with Defensive Driving Instruction	6.00
Lifts, Ramps, and Securement (with Student Passengers)	3.00
On-the-Road Safe Driving Skills and Route Training	6.00
On-the-Road Safe Driving Skills – Simulated Service	14.50
On-the-Road Final Assessment	1.00
Graduation from Training	0.50
Classroom Total	*40.00*
Pre-Driving Skills, Observation, and BTW Total	*56.00*
Total Training Hours	96.00

Operator Training Schedule. *A high-level overview of MTM Transit's operator training.*

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Defensive Driving Program

MTM Transit uses the Transit and Paratransit Company (TAPTCO) defensive driving curriculum for operators. This curriculum is enhanced with MTM Transit elements, as well as materials from the National Safety Council (NSC) and exceeds the content of many individual programs. TAPTCO is an award-winning operator training program focused on changing behavior to avoid accidents, deliver professionalism, provide better performance, and keep operators and passengers safe. Our training focuses on superior customer service with an emphasis on empathy and the special needs of our passengers.

Wheelchair Securement Training

MTM Transit operators receive four hours of initial training in wheelchair securement and loading procedures, and they receive refresher training in wheelchair securement as part of their ongoing training. Properly maneuvering and handling wheelchairs is also included as part of our sensitivity training. Additionally, our on-street observation procedures include verifying that our operators are properly securing all mobility devices.



Medical Emergencies Training

To ensure our operators are well versed in handling medical emergencies, we train all operators to fully understand the applicable warning signs in passengers. In this training, our operators go through the steps of reporting and assisting with different types of medical emergencies. Seconds save lives, so we teach our operators to learn to recognize some key indicators of life-threatening emergencies.

We cover several passenger warning signs in this training, including:

- Chest pains that last two or more minutes
- Uncontrolled bleeding
- Sudden or severe pain
- Coughing or vomiting blood
- Sudden dizziness, weakness, or change in vision
- Difficulty breathing or shortness of breath
- Change in mental status (e.g., confusion, difficulty arousing)
- Severe or persistent vomiting or diarrhea

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The lifeline to any passenger medical issue is to be able to call for medical help immediately and relay these symptoms to emergency responders. This all starts with good quality training, which MTM Transit provides for all operators.

Refresher Training, Retraining, and Annual Recertification

Refresher training is an important component of MTM Transit's operator education program and training process. We provide refresher training at each monthly safety meeting, totaling 12 hours per year. The table below shows a sample outline of the refresher training curriculum by month. The refresher training topics include several of those covered during initial training, such as defensive driving, passenger assistance, operational issues, and selected safety matters like customer service tips, railroad crossing safety, and wheelchair securement. All operators are required to attend these monthly safety meetings. These meetings help maintain a safe operating environment and operator proficiency, as well as address unsatisfactory operator performance and provide safety awareness for all operators.

Month	Topic	Month	Topic
January	ADA Wheelchair Securement	July	Drug and Alcohol Awareness
February	Lock-out Tag-out (OSHA)	August	Vehicle Emergencies
March	Distracted Driving	September	Defensive Driving – LLLC from TAPTCO
April	Pedestrian Awareness	October	Inclement Weather Driving
May	Bicycle Awareness	November	Slips, Trips and Falls
June	Defensive Driving	December	Hazard Communication (OSHA)

Refresher Training. *A sample refresher training annual schedule.*

In addition to this refresher training that takes place at each monthly safety meeting, we provide an eight-hour advanced retraining course once per year for all operators; this retraining includes all aspects of the initial training, but in a condensed format. Additionally, any operator involved in a preventable accident must complete four hours of evaluation and retraining before being allowed back into service.

Unmatched in the industry, all MTM Transit operators must successfully complete annual recertification, which includes LLLC (Look Ahead, Look Around, Leave Room, and Communicate) defensive driving, wheelchair securement, and customer service training. **The annual recertification training is a minimum of four hours additional training each year.** Every three years we recertify our operators with the PASS training program, which is eight hours.

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Maintenance and Utility Staff Training

We train our maintenance and utility staff on all aspects of our maintenance program as it is applicable to their specific position, such as reporting forms, hazardous waste materials, inventory, our ASE certification policy, and how to keep the maintenance area accident and injury free. MTM Transit also provides training through Ford STARS, Motor Age On-Demand ASE Training, and Cummins Engine Diagnostics, as well as manufacturer-specific training through OEM builders such as Braun Lift, as well as vehicle secondary body manufacturers.

Newly hired maintenance and utility staff receive 40 hours of classroom training followed by one week of training on the following topics (as applicable to their specific position):

- Overview of contract
- MTM Transit and client-specific policies and procedures
- Manufacturer-provided training
- Shop and environmental policies, procedures, and safety
- Maintenance and vehicle repair training, including air conditioning systems, wheelchair lifts, cameras, and other ancillary equipment
- Drug and alcohol testing and reporting
- MTM Transit's Maintenance Manual and maintenance program requirements
- Parts ordering and inventory procedures
- Protective equipment, fluid disposal, and environmental compliance
- ASE certification training

Additionally, maintenance personnel receive classroom refresher training and specialized training as needed to meet the requirements of the specific vehicles they maintain. We consistently identify and provide manufacturer-specific training for each client's vehicles, such as MGM or Haldex air brake certification, Thermoking HVAC training, etc.

ASE Certification Program

MTM Transit supports voluntary certification by the National Institute for Automotive Service Excellence (ASE). We reimburse maintenance directors, managers, supervisors, and technicians for the registration and test fees for contract-applicable ASE certification tests (taken and passed) in series A and H. We also reimburse for the registration and test fees for advanced levels L1, L2, and L3 to include specialties like F1. Parts managers and specialists can receive reimbursement for the P1 and P2 tests.

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In addition, MTM Transit provides annual bonuses to qualified employees with ASE Certification according to the following bonus schedule:

- Initial one-time payout of $250 for every ASE A or H series passing test; paid in June of each year for all passing tests over the past 12 months.
- Annual bonus of $2,500 for any active Master ASE certification in A or H, applicable to the contract; paid in June of each year.
- Additional annual bonus of $1,000 for each additional active, applicable, and approved Master ASE certification in A or H.
- Additional annual bonus of $500 for each additional active, applicable, and approved Advanced Level or Specialty certification.

The bonus is payable when the employee successfully passes their required and approved ASE certification test prior to May 31st for the prior 12 months. The maximum annual payout, achieving Two Master ASE certifications, is $3,500, and only applies to locations requiring more than one ASE series and based on approval from MTM Transit.

Reservationist/Dispatcher Training

Our reservationists and dispatchers complete 40 hours of the classroom instruction portion of operator training and at least 40 hours of training on related topics to their positions, such as those included below.

Training Topic	Focus Points	
Reservations	▶ Minimizing talk times	▶ Accurate trip booking
Dispatching	▶ Effective routing ▶ Using the tablet ▶ Radio etiquette ▶ Locating vehicles ▶ Reviewing operator routes ▶ Locating passenger drop-off	▶ No show procedures ▶ No pay procedures ▶ Radio procedures ▶ Locating passenger pick-up ▶ Using AVL for corrective action
Passenger Interaction	▶ Passenger relations ▶ Disability awareness ▶ Calming irate passengers	▶ Sensitivity training ▶ Customer service ▶ Americans with Disabilities Act
Client Emergencies	▶ Passenger illness ▶ Violent passenger ▶ Disruptive passenger ▶ Injured passenger	▶ When to call the police ▶ Emergency response procedures

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Training Topic	Focus Points	
Accident Procedures	▶ Notifying dispatch ▶ Accident and incident processes	▶ Notifying the client ▶ DOT post-accident drug and alcohol test
Reporting and Record Keeping	▶ Record processing ▶ Maintaining accurate records of daily trip activity	▶ Reconciliation and auditing ▶ Confidentiality ▶ HIPAA
General	▶ Use of reservation, scheduling, and dispatching software ▶ Vehicle familiarization ▶ Phone operations	▶ Decision making ▶ Interacting with callers using speed, courtesy, and respect

Reservationist and Dispatcher Training. *A high-level overview of MTM Transit's training for reservationist and dispatchers.*

MTM Transit is committed to ensuring a seamless transition as the City of Tracy implements its new software system. Once the software provider is selected, we will proactively collaborate with both the software provider and the City of Tracy to coordinate comprehensive training for our reservationists and dispatchers. This training will equip our team with the knowledge and skills needed to fully leverage the new system's capabilities, ensuring efficiency.

Road Supervisor Training

All road supervisors receive the same classroom and BTW training as operators, as well as the same 12 hours of annual refresher training provided at the monthly safety meetings. They also complete 20 hours of formal training on dispatching protocol and required supervisory reports. At the end of each training day, each road supervisor takes a quiz covering that day's materials and must score a minimum of 80% each day.

We also train road supervisors in the field, testing problem-solving by placing each road supervisor in a situation where they must determine the best solution for a vehicle movement or parking issue at one of the frequented passenger drop-off locations.

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Management/Supervisor Training

A highly competent manager is skilled at both staff management and business operations. Unlike other positions, there is no fixed curriculum or timeline for management training, as this type of training depends on the specific role and responsibilities of each manager, as well as the needs and expectations of the client. It is a flexible and adaptive process that typically lasts several weeks. During this time, managers learn the skills and knowledge required for their position, such as leadership, communication, problem-solving, and decision-making. They also receive feedback and coaching from their mentors and peers.

Additionally, managers may be involved in the implementation of new contracts or projects while they are training, which gives them an opportunity to apply their learning and demonstrate their abilities.

We provide our management staff with various training opportunities, including:

- In-depth orientation and ongoing one-on-one coaching and mentoring by the individual's immediate manager – includes topics on MTM Transit basics, contract specifics, best practices, emergency procedures, coaching employees, corrective actions, etc.
- Client introduction meetings and client-specific training on topics like KPIs and SLAs, reporting expectations and timelines, documentation and communication expectations, service issues, complaints and concerns, client policies and procedures, deliverables, client-specific systems, etc.
- Job-specific training – for example, Safety and Training Managers participate in training on TAPTCO and Train-the-Trainer, which are specific to their role
- Various compliance training courses on topics such as reasonable suspicion, harassment prevention, diversity and inclusion, cybersecurity, privacy and information security, warning signs of workplace violence, protecting customer and company information, social media and electronic communications, etc.
- Web-based online video training through MTM Transit's Knowledge College, which provides over 600 resources including leadership, management, supervision, coaching and counseling employees, team building, ethics, harassment, and various other human resources topics
- A Supervisor Training Guide for new managers to serve as a reference guide

Local MTM Transit managers complete our Leadership Education and Development (LEAD) training. The LEAD program focuses on what matters most – our passengers.

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Through a three-part series, LEAD training gives our leaders the tools and competencies needed to manage a team by developing business, personal leadership, and transformational leadership skills while focusing on our core values and safety.

When the participant completes all three LEAD sessions, they have a greater understanding of management basics, human resources processes and procedures, effective team building, budgets, operating systems, professionalism and communication, diversity and cultural competency, and leading a safety culture. LEAD training also emphasizes MTM Transit's core values: deliver value, act with integrity, respect individuals, align with clients, and collaborate to innovate.

Customer Relations and Sensitivity Training

Our passengers are at the core of our operations, which is why we take great care in recruiting, training, and retaining the right people to meet the daily needs of these passengers. To ensure our employees are always providing the best possible customer service experience for our passengers, we provide customer service training for all newly hired MTM Transit employees and refresher training as needed.

This training includes how to treat passengers with courtesy and respect, and for operators, how to appropriately assist passengers with disabilities or special needs as the situation may warrant. We also provide training on how to calm an irate passenger, which enables our staff to de-escalate situations in a courteous, professional manner. Staff who interact with passengers on the phone, including dispatchers and reservationists, also receive training in interacting with callers with speed, courtesy, and respect, while minimizing talk times. We also train staff in the specific requirements of each contract, so they are knowledgeable when answering questions from the public.

Whether operating a wheelchair lift or communicating with a person with cerebral palsy, we train our employees to treat passengers with the utmost respect and to always have their best interests in mind. In nearly every contract we operate, we provide services to individuals with disabilities and the elderly. We are familiar with working with these populations, and we strive to give them the best service possible.

Further, we solicit information from our passengers and the communities we serve about specific topics to address in our sensitivity training.

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Included in MTM Transit's education and training requirements for all staff is a focus on etiquette – how to treat and interact with passengers, inclusive of maintaining a sensitivity to their needs and medical conditions, confidentiality of information, and overall basic politeness. Sensitivity training stresses appropriate interaction with people with disabilities, people of all sexual orientations, cultural and racial minorities, and the elderly. We recognize the critical importance of this behavior, and we investigate any reported deviance from this understood and expected conduct. We then follow up with appropriate disciplinary action.

De-Escalation Training

We fully understand each client's scope of services and the customers we serve. To improve ridership numbers and the overall customer experience, it is important that our team members, especially operators, road supervisors, dispatchers, reservationists, and management team members, are trained to de-escalate certain situations and know how to best handle intense or stressful situations. The safe transportation of customers is paramount, and we acknowledge the role our employees play in achieving this.

Accordingly, we provide all employees with initial and annual de-escalation training covering how to respond to passengers who become agitated and disruptive during transport, tactics for keeping customers calm, and how to seat and secure customers during transport. Our staff learn several de-escalation techniques to help them manage possible scenarios in the safest, most sensitive manner possible.

Sensitivity Training



To help our employees understand the challenges facing populations with disabilities or special needs as they navigate public transportation, we created a sensitivity training program that includes both classroom and hands-on training. For example, operators learn about empathy and customer service through a training program provided by Easter Seals Project Action (ESPA). During operator training, operators complete an exercise in which they walk blindfolded and ride a bus while blindfolded and secured in a wheelchair to get a better understanding of the challenges facing some passengers.

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Further, MTM Transit adheres to the U.S. Department of Health and Human Services Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) standards and uses interpretation services and TTD/TTY to accommodate all customers as needed; employees learn how to use these services to assist customers.

Cross Training



The culture at MTM Transit is one of teamwork in every department; we are a group of professionals who understand the bigger picture when serving passengers and clients. MTM Transit's cross training program increases team members' understanding of each person's role in providing great service. For example, our operators often spend time as dispatchers for a day, and our dispatchers often accompany operators on their routes. By spending time in each other's work environments, team members gain a greater appreciation for their coworkers and the jobs they perform. This has resulted in improved morale, more efficient collaboration between employees, and improved customer service. At a minimum, at least one to two employees are cross trained within each role – in their location – to ensure that we have proper back-ups available for each position in case of absences or other unforeseen circumstances.

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Safety, Security Programs, and Risk Management

"We enjoy working with the MTM Transit team. I would recommend MTM Transit to anyone."

Ben Sawyer, Contracted Services Manager
Salem Area Mass Transit District (SAMTD)



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Safety, Security Programs and Risk Management

Submit a description of the formal safety programs you intend to implement which will encourage safety in the operation of this system.

Since assuming operation of the TRACER program in 2016, MTM Transit has made a number of improvements to the safety, security, and risk management programs for the contract. For example, we put our Corporate Safety Management System (SMS) Plan in place, meeting FTA's new PTASP guidelines from MAP-21. We also maintain a local SMS Plan, as well as a Cal-OSHA compliant California Injury and Illness Prevention Plan. MTM Transit installed an electronic Safety Data Sheet (SDS) Hazard Communication program, which the Tracy team spearheaded in partnership with our corporate maintenance team.

We understand the importance safety plays in every operation, and creating a safe, trustworthy service is one of the best ways to increase ridership and customer satisfaction. At MTM Transit, safety is our top priority, and we weave safety into our culture, as well as all aspects of our daily operations. We empower our employees, regardless of whether they operate vehicles, to be proactive in ensuring we provide the safest possible service. As a result, MTM Transit:

- Has never been assessed any EPA violations
- Maintains 100% drug and alcohol program compliance
- Monitors each facility on a random basis for safety compliance

We keep all employees apprised of our periodic daily, weekly, monthly, and annual performance with highly visible safety boards and safety performance messages. In all meetings, we set aside time to discuss our ongoing safety and customer service performance. Our employees continually see and understand the importance of safety and excellent customer service and our vision of being the best transit provider.

Our corporate safety team – made up of our Senior Director and our Regional Directors of Safety Administration – is a vital part of our safety culture and training program. They collectively review safety results daily, weekly, and monthly and hold a monthly safety call with all locations to highlight opportunities to improve and to applaud the monthly safety leaders so other locations can replicate their success.

Further, we comply with all applicable State laws and Occupational Safety and Health Administration (OSHA) requirements, and we provide the City with copies of safety compliance reports and/or any pull notices conducted as part of a program to monitor employee driver's license activity. MTM Transit requires all employees to participate in our safety program.

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Safety Processes and Programs

MTM Transit creates safe operations through risk control, effective training, identifying Safety Ambassadors, conducting safety blitzes, and providing safety bonuses. We understand how important safety and customer service is to the City, and we conduct our operations with safety always in mind.

Our safety processes and programs reduce the frequency of unsafe behaviors, occurrence of collisions, and compensable injuries. We create an awareness of safety-related issues while providing continuous education and communication through the following mechanisms:

- Posters, banners, and pennants
- Monthly operator recognition
- Safety bonuses
- Safe operator awards and incentives
- Regular audits
- Daily safety messages
- ZAP recognition and ZAP Man/Woman visits
- Handouts and promotional items
- Newsletters and safety radio messages
- Mandatory monthly safety meetings
- Executive visits to the field
- Quarterly response drills

Our safety program fully adheres to all Federal, State, and local regulations, and all staff, including support team members, participate in the program. We also invite the City to participate in our safety meetings and review any of our documentation.

Zero Accident Philosophy (ZAP)

ZERO ACCIDENT PHILOSOPHY

MTM Transit chose Zero Accident Philosophy (ZAP) as our safety theme to increase employee buy-in and commitment to safety, as well as support our Public Transportation Agency Safety Plan (PTASP). Each MTM Transit employee signs a ZAP commitment letter upon hire, signaling their agreement to follow our safety procedures to eliminate accidents and injuries. Additionally, ZAP Man or ZAP Woman regularly visits our locations and spreads safety messages in a fun and engaging way; below are photos of some of ZAP Man's and ZAP Woman's recent visits to some of MTM Transit's local operations.

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ZAP Man and ZAP Woman. *Photos of recent MTM Transit ZAP Man and ZAP Woman visits.*

ZAP Manager of the Month Award

MTM Transit recognizes our top performing managers for their commitment to safety with a monthly ZAP Manager Award. We recognize each ZAP winner with a picture and story on social media and our internal online news site, as well as with a certificate of recognition and a gift certificate.

Our California locations are no stranger to the ZAP Manager of the Month award as they are great examples of high safety performance for MTM Transit. In fact, the December 2023 ZAP Manager of the Month was Maintenance Manager Scott Perriera in our Tracy, CA location.



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Not only does Scott run a safe and great shop, but he was also an integral part of getting the Trackit DVI system off the ground for this location. Scott was also key in lending a hand for the City of Manteca's first CHP audit, in which the location passed and received a satisfactory rating.

Safety Committees

MTM Transit forms a Safety Committee at each operating location during the initial implementation process. Each local Safety Committee is comprised of the local management team and our SMS (Safety Management System) Ambassadors for the location. The primary objective of each Safety Committee is to enhance the location's safety program through risk assessment, comprehensive training, incident investigation, policy development, and thorough communication.

Our Safety Committees conduct regular risk assessments, implement ongoing safety training, and investigate incidents to prevent future occurrences. They develop and update safety policies to comply with regulations and industry best practices. Each Safety Committee also values effective communication and employee participation in safety initiatives.

By continuously monitoring and improving our safety measures, we ensure a safe environment for our passengers and employees. MTM Transit's structured approach to safety through the SMS Ambassador Program aligns with the City's expectations and stands as a testament to our commitment to operational excellence.

SMS Ambassador Program



Our SMS Ambassador Program encourages employees to volunteer to be part of their location's Safety Committee and serve as safety champions for MTM Transit. Our SMS Ambassadors wear a badge on their uniforms, shown at right, which identifies them to all employees. SMS Ambassadors:

- Work with other employees to identify safety concerns, hazards, and issues
- Support newly hired employees by helping mentor them and answer questions
- Communicate safety concerns and issues to other employees and help address them at safety meetings
- Provide committee feedback at monthly safety meetings in front of their peers
- Present a program related to safety prevention at a location safety meeting

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Our Safety Ambassadors for each contract execute engaging safety blitzes, as well as empower our employees to take ownership of safety and to ensure it is truly an integral part of all our everyday operations. They are an integral part of ensuring MTM Transit always puts our best foot forward for our clients and our customers.

Safety Aware

Our safety program, Safety Aware, recognizes all employees at our locations that go each year without a preventable accident or are involved in a workplace injury. Each employee who goes a year without a preventable accident and injury receives a pin to wear, as shown below.

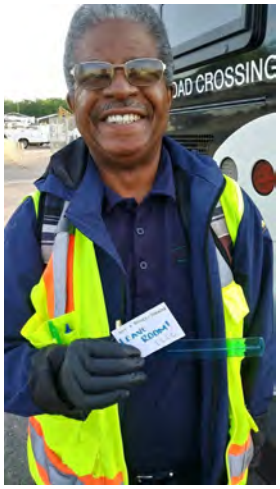


Safety Aware Program. *Pins are given to employees each year without a preventable accident or injury.*

Safety Aware helps us to recognize the best of our employees and retain our existing workforce. All employees of MTM Transit, not just vehicle operators, are eligible for this recognition. This gives everyone the opportunity to visually showcase that they are "Safety Aware" to promote a strong safety culture and mindset.

Safety Blitzes

As part of our commitment to making safety an integral part of our everyday culture, MTM Transit conducts regular safety blitzes. We have found them to be an effective way of keeping employees engaged and making safety fun and enjoyable. Safety blitzes often include random pull-out checks, hourly radio reminders, or stand-up meetings that enforce safety messages. During past safety blitzes, we have placed notes in different parts of vehicles that operators can redeem for cash or gifts when they discover them during the pre-trip inspection. Our local leadership teams always try to make safety blitzes fun and memorable for the entire location.



Tracy safety blitz focused on "Distance"

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Daily Safety Messages

Each evening, Senior Director of Safety Administration Matt Weinberg emails a daily safety message to all MTM Transit managers and dispatchers. This message is printed and posted in the common areas and/or handed out each morning before service to remind operators to focus on a specific safety concern each day, such as making safe lane changes, bicyclists and driving, blind spots, fatigue, and proper backing techniques.



Monthly Safety Meetings

Each local management team conducts monthly safety meetings at their location, which all employees must attend; our clients are always welcome to attend these meetings as well. In addition to conducting the assigned refresher training each month, we discuss local safety issues, recent incidents/accidents, and announce winners of the location's monthly safe driving awards. We record all the meetings and require absent employees to watch or listen to the recording prior to the next meeting. These meetings help maintain a safe operating environment and operator proficiency, as well as address unsatisfactory operator performance and provide safety awareness for all employees.

Safety Contests

Safety contests are one of the ways that MTM Transit promotes a culture of safety among its employees. These contests challenge staff to demonstrate their knowledge and skills on various safety topics, such as accident prevention, hazard identification, and emergency response. Depending on the contest, the participants can be individuals or teams, and the prizes can range from gift cards to electronic devices. Some contests are held at the local level, while others involve all the MTM Transit locations. Safety contests are not only fun and rewarding, but also effective in raising awareness and improving safety performance.

Safety contests are an effective way to promote a positive safety culture at each location and across our company. We motivate employees to follow best practices and procedures by recognizing employees for their contributions and achievements in maintaining a high level of performance and quality. Contests also foster a sense of teamwork and cooperation among employees, as they share a common goal and benefit from each other's successes.

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Safety Bonuses

MTM Transit rewards employees, especially operators, for maintaining a high standard of safety and service in their work. The criteria and frequency of safety bonuses vary by location and contract requirements and are always paid in accordance with the terms of any CBAs that apply to the contract. Some common factors that may qualify employees for safety bonuses include completing all scheduled shifts without absences; receiving no valid customer or service-related complaints; and avoiding all preventable accidents or incidents.

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Performance Monitoring & Quality Control Program



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Performance Monitoring and Quality Control Program

Submit a list of CONTRACTOR's performance monitoring measures and program, including operations and maintenance. Describe the quality control program of the CONTRACTOR.

MTM Transit is committed to providing high quality service in Tracy. Under MTM Transit's management, every route starts on time, and we safely maintain schedules throughout the day. Our ability to balance system productivity requirements with courteous, passenger-friendly service allows us to maximize available transportation resources in each of our contracts.

General Manager Albert Perez and his team monitor schedule adherence, efficient run coordination, on-time performance, clear communication between dispatch and vehicles, quality customer service, and safe work habits. Every department in the operation impacts on-time performance. Albert coordinates with managers and their teams to deliver quality services using the following methods:

- **Dispatch:** Confirm operator and supervisor shifts are covered, including extra-board and standby operators to assist with absences, peak-hour capacity issues, extra board operators, when not assigned a route; help pre-trip vehicles and assist in rollout to get operators to their vehicles on time
- **Maintenance:** Provide a daily fleet list before morning roll out so there is no confusion about which vehicles are available; maintain maximum fleet availability at all times
- **Road Supervisors:** Assist with peak roll out in the yard to maintain accurate pre-trip inspection logs; ensure each route leaves the yard on time to make the first scheduled stop on time; maintain a run pullout log to record operators scheduled for each run, scheduled extra board operators, and the hours each are available
- **Human Resources:** Recruit and provide qualified employees to fill any open roles; when the team is fully staffed, provide retraining, coaching, and advanced learning to the existing workforce; follow up with new employees to make sure they are progressing as required; and establish a positive culture with new employees
- **Management:** Monitor each aspect of the location to provide the highest levels of safety, customer service, and efficiency each day; develop and execute action plans to correct any problems as soon as possible
- **Operators:** Perform routes safely and on time with the highest levels of courtesy; communicate any issues as they arise; ask for assistance as needed; report service issues or route feedback information so action may be taken if needed

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Service Monitoring Procedures

Our ability to balance system productivity requirements with courteous, passenger-friendly service allows us to maximize available transportation resources in each of our contracts. Our local management team consistently monitors schedule adherence, efficient run coordination, on-time performance, clear communication between dispatch and vehicles, customer service, and safe work habits.

Road Supervision

Road supervisors are key to our daily quality control. They monitor performance through on-street observations, operator evaluations, regular radio check-ins, and real time notifications of late or missed trips, as well as assisting lost vehicles. They oversee peak rollouts to ensure each route leaves the yard on time, and during the service day, they visit known trouble spots or busy passenger locations in the field to be ambassadors of the system. They also provide on-the-spot corrective action and praise for our operators.

Road supervisors monitor our service by observing the safe operation of vehicles, the driving of the operators in service, and the practical application of policies and procedures (both MTM Transit and the client). When performing on-street observations, some of the areas of observation include:

- Is speed reasonable for conditions?
- Is there proper following distance?
- Is the route followed properly?
- Are proper stopping procedures followed at all railroad crossings?
- Are traffic lights, signs, and stop signs observed?
- Is the operator's appearance appropriate?
- Are all the starts and stops smooth?
- Is backing executed properly?
- Was the pre-trip completed properly?
- Does the operator drive in proper traffic lanes?
- Are loading zone procedures executed well?

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Reporting

Frequent monitoring of data points and statistics allows our local management team to identify potential issues before they escalate and proactively address problems. In addition to the local management team and staff reviewing the data throughout the day, our corporate team analyzes data from all our operating locations on a regular basis. Through this process, we compare similar contracts and find opportunities to improve the quality of services for all clients.

Our local leadership team consistently monitors all KPIs so we can address any downward trends or service issues quickly. We use data from all available systems to create data driven KPIs in efficiency, timeliness, and other performance standards.

Complaint Management

MTM Transit has a strong history of maintaining low customer complaint rates and knows how to solicit appropriate feedback, track complaints and commendations, determine underlying issues, and resolve problems. We minimize the number of customer complaints we receive through comprehensive staff training, monitoring, and road supervision. In the event an issue does arise, we are often able to address customer concerns within a few minutes by locating specific trip data.

Complaint investigation and resolution is a top priority for MTM Transit. We begin investigating complaints immediately upon receipt. We review pertinent manifest data and on-board camera footage, as well as interview the employees involved as deemed appropriate. We gather information to determine and address the root cause of the complaint and to determine appropriate action that needs to be taken to address the problem. Such resolutions may include a change in process, policy, or procedure; staff education or retraining; or in extreme circumstances, disciplinary action, or termination.

Once we determine resolution and take corrective action, if necessary, we notify the complainant of the outcome, detailing their appeal rights should they find the resolution to be unsatisfactory. Further, we strive to promote and maintain proactive interactions with the communities we serve. The investigation and resolution of complaints provides a unique opportunity for us to track and trend complaint types and frequency to address systemic or recurring issues. Lessons learned and best practices are shared enterprise wide to capitalize on the knowledge we capture.

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Plan and Schedule for Operation of System

"Since September 2021, MTM Transit has provided excellent service on behalf of CET. The team has never lapsed in their commitment to the provision of ADA paratransit services for our customers. We look forward to the continued success of our fixed route and paratransit service under MTM Transit's operations."

Andrea Breault, Director
Cascade East Transit (CET) Bend, OR



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Plan and Schedule for Operation of System

Submit a detailed plan and schedule for the operation of the system. This should include all activities necessary for Fixed Route and Paratransit operations.

As the current contractor, MTM Transit will not need to devote time or resources to implementation for the new contract, and the City of Tracy will not experience the inconvenience of switching to a new provider. This also means passengers will continue to receive the same high-quality transportation they expect from MTM Transit operators.

As the City's TRACER vendor for the past four years, MTM Transit can forego a number of implementation activities, including:

- **Hire staff:** MTM Transit has a trained, dedicated, and qualified team employees who are familiar with all services provided by TRACER and connecting agencies, and currently provide the required services
- **Establish a maintenance facility:** MTM Transit has established maintenance facility in Tracy, with existing infrastructure and equipment to continue providing compliant maintenance on all vehicles
- **Obtain business license:** MTM Transit has a business license from the City of Tracy
- **Develop relationships with the Tracy community:** Over the past four years, MTM Transit has built solid relationships with the City, and the Tracy community; passengers know and trust our staff
- **Create compliant policies and procedures:** MTM Transit has an extensive library of policies, procedures, and materials, approved by the City, which guide our TRACER operations

With the appropriate program framework, personnel, and maintenance facility in place, MTM Transit can focus on implementing the updates to the TRACER program detailed in our proposal, including:

- Upgrading all in-vehicle cameras to the Motive camera system
- Adding Mobileye collision avoidance system
- Adding new diagnostic equipment for fixed route buses
- Upgrading all support vehicles
- Providing two temporary revenue vehicles
- Staffing an Administrative Assistant to support program operations
- New laptops and tablets
- Upgraded market wages for all staff

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The draft Implementation Plan in **Attachment A** outlines MTM Transit's proposed approach for implementing our program upgrades and enhancements for the new contract term.

If necessary, MTM Transit will help transition the contract to a new vendor. We will comply with turnover of historical data and maintenance audit and ensure all vehicles are up to date with preventive maintenance for an orderly turnover.

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Road Supervision



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Road Supervision

Submit a description of the formal procedure and schedule for road supervisory personnel, including vehicles for use and monitoring of service. Describe any other functions which will be assigned to road supervisors.

MTM Transit closely manages on-street operations through road supervision. Road supervisors are present during all hours of operations to oversee on-street operations, timeliness, dispatch, and rollouts. Road supervisors also periodically evaluate operators during in-service evaluations (ride-alongs), as well as investigate and report on all incident/accidents; assist in emergency management situations; monitor and record daily work status of operators; transport passengers in the event of a breakdown; conduct initial and ongoing training for staff; perform operator evaluations; and provide coaching to employees as needed.

During on-street monitoring and spot inspections, road supervisors evaluate:

- On-time performance
- Operator assistance
- Operator and vehicle appearance
- Wheelchair securement systems condition and use
- Wheelchair lift condition and operation
- Driving habits
- Review of camera system footage
- Knowledge of service area and routing
- Safety equipment
- Compliance with California motor vehicle regulations

MTM Transit records all road supervision activities **electronically on tablets equipped with Trackit software**. In addition to the benefit of paperless records, this also allows us to **track and trend operator behavior**.

Trackit provides paperless digital tools to collect, track, analyze and act on the personnel data generated by our operation. Road supervisors collect ride evaluations, accident reports, and other types of personnel data into Trackit using tablets. This software provides digital checklists, observation forms, digital training evaluations, and assessment forms for seamless recordkeeping and reporting during road supervision. It compares and compiles risk factors for operators and provides customizable alerts to show when vehicles leave designated locations or are used without authorization.



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Trackit has other unique features, including providing a bird's-eye view showing the entire fleet with interactive maps, breadcrumb trails, and the ability to locate the nearest vehicles to a given point. It can also map high traffic areas, narrow roads, and accident locations on Google Maps. Trackit ties all accident reports and pictures together in one record stored electronically. The software integrates with other databases and provides high level reporting without separate audits.

Because the Trackit Manager module is designed around the core skills from our TAPTCO new-hire training program and operator behaviors, it supports our foundation of safe performance. Trackit increases efficiency for supervisors, identifies areas to improve driving skills, and reduces preventable accidents and complaints. Our executives have extensive experience using Trackit, and we optimize its use for the City to collect, track, analyze, and act on the data generated during road supervision activities.

Trackit stores all information in a secure environment, completely backed-up and safe from server crashes or other emergencies. Only authorized staff can access information.

SCHEDULE

The following table shows a sample schedule for the TRACER program. As shown, we staff a road supervisor during all hours of operation.

Position	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Dispatch 1	OFF	5:00-13:30	5:00-13:30	5:00-13:30	5:00-13:30	5:00-13:30	OFF
Dispatch 2	OFF	11:30-20:00	11:30-20:00	11:30-20:00	11:30-20:00	11:30-20:00	OFF
Dispatch 3	7:00-15:30	6:00-14:30	6:00-14:30	6:00-14:30	OFF	OFF	4:30-13:00
Dispatch 4	14:00-22:30	12:00-20:30	OFF	OFF	6:00-14:30	6:00-14:30	10:00-18:30
Dispatch 5	OFF	OFF	12:00-20:30	12:00-20:30	12:00-20:30	12:00-20:30	15:30-00:00
Road Supervisor 1	OFF	5:00-13:30	5:00-13:30	5:00-13:30	12:00-20:30	12:00-20:30	OFF
Road Supervisor 2	7:00-15:30	8:00-16:30	OFF	OFF	5:00-13:30	5:00-13:30	4:30-14:30
Road Supervisor 3	14:00-22:30	12:00-20:30	12:00-20:30	12:00-20:30	OFF	OFF	14:30-00:30

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Position	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Reservationist 1	OFF	06:30-14:00	06:30-14:00	06:30-14:00	06:30-14:00	06:30-14:00	OFF
Reservationist 2	OFF	10:00-17:00	10:00-17:00	7:30-12:30	7:30-12:30	10:00-17:00	OFF
Reservationist 3	10:00-18:30	12:00-19:45	12:00-19:45	13:30-19:15	OFF	OFF	OFF
Reservationist 4	OFF	OFF	OFF	14:00-19:45	14:00-19:45	14:00-19:45	10:00-18:30

Sample TRACER Schedule. *MTM Transit staffs a road supervisor during all hours of operation.*

VEHICLES

For the new contract, MTM Transit will provide all new support vehicles, as detailed in ***Vehicles*** on **page 41**. These vehicles will include a new Ford Ranger shop truck, two Toyota Prius hybrid vehicles for road supervision, and a Braun Ability Voyager wheelchair accessible vehicle.

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Handling Operational Emergencies and Requests

> *"The local management team has been responsive to all of our concerns creating and fostering a collaberative relationship with RTC. We look forward to the continued success of the RTC ACCESS paratransit service under MTM Transit's operations."*

Mark Maloney, Director of Public Transportation & Operations
Regional Transportation Commission of Washoe County



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Handling Operational Emergencies and Requests

Submit a description of practices used by the CONTRACTOR in handling routine emergencies. Submit a description of the CONTRACTOR's approach to responding to requests for changes in service such as service refinements associated with start-up.

Breakdowns and Delays

In the event of a vehicle breakdown or issue that may delay service, the operator immediately notifies dispatch, and the dispatcher works with the operator to address the issue. If needed, the dispatcher coordinates with the maintenance staff to resolve the issue quickly and safely to get passengers back on schedule. If necessary, a road supervisor or an extra board operator drives a replacement vehicle to the scene so the route may continue as planned. We pre-trip standby vehicles ready each day so they may be deployed the event of a breakdown or accident.

The road supervisor fills out a Road Call Report Card each time we respond to a road call or has to exchange/replace a vehicle due to a problem. The Maintenance Manager signs off on all of these cards, enters the information into AssetWorks, and files each report card in the vehicle file.

Accidents/Incidents

Although MTM Transit's safety and NTD AFR records are historically low, we understand that accidents are a part of transportation service, and we have procedures to prevent, investigate, and rate accidents within our Safety Management System (SMS) Plan, as described in ***Safety, Security Programs, and Risk Management*** on **page 74**. Our safety team uses the National Safety Council (NSC) definition of preventability, as well as NSC guidelines for accident response and investigation.

In the event of an accident or incident during contracted service hours, MTM Transit follows a clear process:

1. The operator immediately reports the accident/incident to the dispatcher. The dispatcher notifies the proper responding authorities and the manager on duty. The manager reports the accident/incident to the City and MTM Transit safety personnel, including Senior Director of Safety Administration Matthew Weinberg.
2. MTM Transit employees follow written protocol to secure the scene and interact with passengers and emergency personnel.

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3. A road supervisor (or the Safety and Training Manager) responds to the accident and determines the cause and extent of damage and injury. They review accompanying camera footage and complete all required paperwork.
4. MTM Transit conducts post-accident, safety-sensitive employee drug and alcohol testing as appropriate.
5. MTM Transit thoroughly debriefs the operator and passengers, as necessary.
6. MTM Transit's Safety Committee conducts an investigation on the accident/incident and makes a determination of preventability.
7. MTM Transit provides a written accident report to the City.
8. We counsel or retrain the operator as appropriate depending on test results and investigation findings.
9. If necessary, MTM Transit removes the damaged vehicle from service for prompt repair.

MTM Transit provides transparent accident and injury data to the City at all times. We store investigation findings electronically so we can provide records to the City upon request. We also provide all accident and injury details and analysis to the local team in a daily update, so we can work together to avoid future incidents.

MTM Transit's executive safety team also tracks and reviews accidents/incidents in all of our locations. If MTM Transit experiences a major accident, the entire MTM Transit executive team reviews so we can adjust operations, safety precautions, and training to across all our locations, as necessary.

Docusign Envelope ID: 6A6BF070-7636-4D4B-8B71-AFDCE093F91A

Insurance Coverage



MTM | Transit

Docusign Envelope ID: 6A6BF070-7636-4D4B-8B71-AFDCE093F91A

Insurance Coverage

Provide a statement indicating insurance coverage by type and dollar amount and loss history for a five year period. Minimum insurance requirements are specified in the body of this document.

MTM Transit will provide insurance coverage as required by the RFP. The City can view a copy of our insurance certificate in ***Insurance Certificate.***

MTM Transit is insured through Lockton Companies, which is authorized by the Insurance Commissioner of the State of California to transact insurance business in the State of California.

Lockton prepared a five-year loss history for MTM Transit's California claims, which the City can review in **Attachment C**. This loss history is only for MTM Transit's California claims due to the size and scope of our business as well as the variance in claims values by state/region; we are happy to provide more information upon request from the City. Please note that this information is confidential, and we request the City treat it as such.

Docusign Envelope ID: 6A6BF070-7636-4D4B-8B71-AFDCE093F91A

Insurance Certificate

"MTM Transit is a great partner and is always ready to work collaboratively, no matter how complex the ask."

Chad Bellentine
Former VP, Demand Response & Innovative Mobility - CapMetro



MTM | Transit

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Insurance Certificate

Submit proof of ability to obtain insurance as specified in the Section 6 of the attached draft agreement. This proof shall take the form of a current certificate of insurance. If the certificate does not cover the requirements as specified in the draft agreement, verification of availability of required insurance to the CONTRACTOR shall be provided in the form of a letter of confirmation from the proposer's insurance broker.

The City can review MTM Transit's insurance certificate immediately following this page.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/2025 — 2/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies, LLC
Three City Place Dr., Ste. 900
St. Louis MO 63141-7081
(314) 432-0500
midwestcertificates@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext): — FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	24147
INSURER B: The Standard Fire Insurance Company	19070
INSURER C: Lloyds of London	
INSURER D: Ascot Specialty Insurance Company	45055
INSURER E: Travelers Property Casualty Company of America	25674
INSURER F:	

INSURED
1429817 MTM Transit, LLC
16 Hawk Ridge Dr.
Lake St. Louis MO 63367

COVERAGES **CERTIFICATE NUMBER:** 21441188 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	MWZY 315840 24	9/30/2024	9/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	MWTB 315839 24	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	NAMCA2401633	9/30/2024	9/30/2025	EACH OCCURRENCE AGGREGATE	$ $5,000,000 $ $5,000,000
B E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-7T356978-24-51-K UB-7T356708-24-51-R	9/30/2024 9/30/2024	9/30/2025 9/30/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Miscellaneous Professional Liability	N	N	MPLP2410000034-2	9/30/2024	9/30/2025	$5,000,000 Limit of Liability $5,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Auto policy applies for passenger transport contracts where MTM Transit provides actual transport services. Miscellaneous Professional Liability: Claims made. Retro Date: 7/14/2010; $2,000,000 SIR applies per claim. Miscellaneous Professional Liability is not included under Excess Liability. The City of Tracy, its elected officials, officers, employees, agents, and volunteers are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

21441188
City of Tracy
Tracy Transit Station
50 E. 6th Street
Tracy CA 95376

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment Code: D545910 Master ID: 1429817, Certificate ID: 21441188

LOCKTON

City of Tracy Tracy Transit Station
50 E. 6th Street
Tracy CA 95376

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **21441188.**

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

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Disclosure of Contents



MTM | Transit

Docusign Envelope ID: 6A6BF070-7636-4D4B-8B71-AFDCE093F91A

Disclosure of Contents

All responses to this Request for Proposal (RFP) accepted by the City of Tracy (City) shall become the exclusive property of the City. At such time as staff recommends a contractor to the City Council, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

MTM Transit marked the following elements of our proposal as Confidential, per the requirements of the RFP:

- Similar Experience
- References
- Insurance Loss History

As a privately-held company, we desire these items not be considered public record.

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Required Forms

"MTM Transit is a great partner. They are attentive and responsive to the needs of the agency. They also provide insight and recommendations."

Tiffany Kai, Transit Program Manager
County of Hawai'i Mass Transit Agency (MTA)



MTM | Transit

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Appendix D – Required Forms

Form A

ADDENDUM RECEIPT

MTM Transit, LLC (CONTRACTOR) acknowledges it has received and read the following Addenda:

Addendum # 1 Signature Dlana Macia'

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Signature Dlana Macia' Date 3/10/25

Title President and CEO Company Name MTM Transit, LLC

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Form B

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF ~~CALIFORNIA~~ Missouri
COUNTY OF St. Charles

Alaina Maciá declares and says:

1. That he/she is the (owner, partner, representative, or agent) of MTM Transit, LLC, hereinafter referred to as (CONTRACTOR) or (subcontractor).

2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Tracy, State of California.

3. That his/her proposal is genuine and is not collusive or a sham proposal.

4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful Contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful Contract any advantage against the City of Tracy or any person interested in the proposed contract; and,

5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Contract on the part of the proposer or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this 10th day of March, 2025, at Lake St. Louis, ~~California~~ Missouri.

Signed: Alaina Maciá

Title: President and CEO

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Form C

CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

The MTM Transit, LLC (Name of Proposer) hereby certifies that it is not included on the United States Comptroller Generals Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard Provisions.

Signed Ilana Nacia'

Title President and CEO

Date 3/10/25

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Form D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESONSIBILITY MATTERS

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Tracy may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to City of Tracy if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," “participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Tracy for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Tracy.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Tracy may pursue available remedies including suspension and/or debarment.

10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

SIGNATURE Olivia Macia DATE 3/10/25

TITLE President and CEO COMPANY NAME MTM Transit, LLC

Docusign Envelope ID: 6A6BF070-7636-4D4B-8B71-AFDCE093F91A

Form E

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Alaina Maciá, hereby certify on behalf of MTM Transit, LLC, that:

1. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative Contract.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form LLL--Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative Contracts) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 10th day of March, of 2025.

Signature of Authorized Official Alaina Maciá

Title of Authorized Official President and CEO

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Form F

CERTIFICATION

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM/ EQUAL EMPLOYMENT OPPORTUNITY

PROPOSER: MTM Transit, LLC

In accordance with Title 49, Code of Federal Regulations, Part 23, California Public Contracts Code Section 10115, and other applicable Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) rules and regulations, the CONTRACTOR declares that it had made an effort to comply with established DBE goals, and that it has made a good faith effort meet established EEO goals, as evidenced below:

1. CONTRACTOR'S overall DBE participation rate: 0.25%

2. Names/Locations of DBE's contracted by CONTRACTOR:

J.C.M. & Associates, Inc. (dba Blue Goose Uniforms) - 5443 E. Washington Blvd., Commerce, CA 90040

3. Names/Locations of DBE's selected by CONTRACTOR:

J.C.M. & Associates, Inc. (dba Blue Goose Uniforms) - 5443 E. Washington Blvd., Commerce, CA 90040

4. CONTRACTOR'S workforce breakdown by race and gender:
Total employees (as of 3/1/25): ~1700

JOB CATEGORIES	EMPLOYEES									
	Male					Female				
	Wht	Blk	Hsp	Asn	Nat	Wht	Blk	Hsp	Asn	Nat
Officials & Managers	46	14	15			16	34	27	6	
Professional	8	14	5	2		16	6	15	4	
Technical	19		6							
Sales										
Office/Clerical	45	12	8	1		79	43	23		5

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Craftsmen	290	176	153	12	8	125	193	82	2	17
Laborers	10	4	6			2		2		
Service										

DBE/EEO Certification
Page 2

Note: The above DBE/EEO Affidavit is part of the CONTRACTOR'S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

By: Maria Macia

Title: President and CEO Date: 3/10/25

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Form G

RFP Process Integrity Rules

The CITY pledge is for the procurement process for public transit operations services to be open, objective, carefully monitored, and understandable to all. The following rules will be adhered to and enforced.

BEGINNING ON THE DATE OF THE ISSUANCE OF THE RFP FOR PUBLIC TRANSIT OPERATIONS SERVICES, AND ENDING ON THE DATE OF THE AWARD OF AGREEMENT FOR PUBLIC TRANSIT OPERATIONS SERVICES, ALL COMMUNICATION INITIATED BY PROPOSERS OR REPRESENTATIVES OF PROPOSERS AND THE CITY SHALL BE THROUGH ED LOVELL OF THE PARKS AND COMMUNITY SERVICES DEPARTMENT AND SHALL BE IN WRITING (BY FAX, EMAIL OR LETTER). THE CONTACT INFORMATION IS AS FOLLOWS:

City of Tracy
Public Works Department
Attn: Ed Lovell, Transit Manager
50 E. 6th Street.
Tracy, CA 95376
Email: ed.lovell@cityoftracy.org

ANY ATTEMPT TO CONTACT OR INTERACT WITH ANY ELECTED OR APPOINTED OFFICIAL FOR THE PURPOSE OF INFLUENCING THE SELECTION PROCESS WILL RESULT IN DISQUALIFICATION FROM THE SELECTION PROCESS.

ALL COMMUNICATIONS BETWEEN THE CITY AND INDIVIDUAL PROPOSERS WILL BE DOCUMENTED AND MAY BE TRANSMITTED SIMULTANEOUSLY TO ALL PROPOSERS.

ANY PROPOSER WHO FAILS TO RECOGNIZE OR UTILIZE THIS PROCESS OF COMMUNICATION WILL BE NOTIFIED OF ITS VIOLATION AND MAY BE SUBJECT TO DISQUALIFICATION.

PROPOSER must acknowledge and sign this statement as part of the RFP process. PROPOSER must return a signed copy of this statement with the RFP submittal.

On behalf of the entity I am authorized to represent, I understand and accept the rules established as set forth above.

Company Name: MTM Transit, LLC

Date: 3/10/25

Company Representative: Alaina Maciá Alaina Maciá

Title: President and CEO

Docusign Envelope ID: 6A6BF070-7636-4D4B-8B71-AFDCE093F91A

Form H

CERTIFICATION REGARDING ALCOHOL MISUSE AND PROHIBITED DRUG USE

1. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the undersigned certifies that is has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and prohibited Drug Use in Transit Operations," 49 CFR part 655.

2. The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives.

Signature Alaina Maciá

Name Alaina Maciá

Title President and CEO

Date 3/10/25

Company Name MTM Transit, LLC

Docusign Envelope ID: 6A6BF070-7636-4D4B-8B71-AFDCE093F91A

Form I

ACKNOWLEDGEMENT OF "BEST VALUE" SELECTION PROCESS

PROPOSER hereby acknowledges that the selection process under this RFP will evaluate Proposals on a "Best Value" basis, which the Federal Transit Administration's (FTA) Best Practices Manual defines as follows:

> *"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.*

As a result, PROPOSER further acknowledges that pricing will not be the sole basis upon which Proposals are evaluated.

An individual authorized to bind the PROPOSER to this Agreement must sign below acknowledging and understanding of the foregoing.

Signature Alaina Maciá

Name Alaina Maciá

Title President and CEO

Date 3/10/25

Company Name MTM Transit, LLC

Docusign Envelope ID: 6A6BF070-7636-4D4B-8B71-AFDCE093F91A

Form J

PRICE PROPOSAL FORM

PROPOSER: MTM Transit, LLC

CONTRACTOR shall operate services as described in Request for Proposals, Agreement, and accompanying attachments.

CONTRACTOR Total payments shall be as follows:

	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027	July 1, 2027 – June 30, 2028
Fixed Monthly Expense	$237,843.71	$235,041.99	$244,536.00
Cost Per Revenue Vehicle Hour**	$74.79	$77.27	$80.31
TOTAL AGREEMENT PRICE	**$6,257,132.89**	**$6,529,448.04**	**$6,989,876.64**

**CITY provides 100% of transit fleet

PROJECTED REVENUE VEHICLE HOURS*	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027	July 1, 2027 – June 30, 2028
Fixed Route Revenue Vehicle Hours	27,000 ±15%	28,000 ±15%	29,000 ±15%
Paratransit Revenue Vehicle Hours	10,000 ±15%	11,000 ±15%	12,000 ±15%
TracerPLUS On-demand Revenue Vehicle Hours	8,500 ±15%	9,000 ±15%	9,500 ±15%

* Actual hours may vary based on City Council action in levels of service.

On behalf of the entity I am authorized to represent, I understand and certify the proposed rates and potential rate deductions as set forth above.

By: Olana Nacca Title: President and CEO Date: 3/10/2025

Docusign Envelope ID: 6A6BF070-7636-4D4B-8B71-AFDCE093F91A

PRICE PROPOSAL FORM
Page 2

PROPOSER: MTM Transit, LLC

CONTRACTOR shall operate services as described in Request for Proposals, Agreement, and accompanying attachments.

CONTRACTOR Total payments shall be as follows:

	July 1, 2028 – June 30, 2029 (Extension)	**July 1, 2029 – June 30, 2030 (Extension)**
Fixed Monthly Expense	$253,679.01	$263,178.07
Cost Per Revenue Vehicle Hour**	$84.75	$88.16
TOTAL AGREEMENT PRICE	**$7,323,871.40**	**$7,610,254.88**

**CITY provides 100% of transit fleet

PROJECTED REVENUE VEHICLE HOURS*	**July 1, 2028 – June 30, 2029**	**July 1, 2029 – June 30, 2030**
Fixed Route Revenue Vehicle Hours	29,000 ±15%	29,000 ±15%
Paratransit Revenue Vehicle Hours	12,000 ±15%	12,000 ±15%
TracerPLUS On-demand Revenue Vehicle Hours	9,500 ±15%	9,500 ±15%

* Actual hours may vary based on City Council action in levels of service.

On behalf of the entity I am authorized to represent, I understand and certify the proposed rates and potential rate deductions as set forth above.

By: Olama Nacca Title: President and CEO Date: 3/10/2025

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Forms K and L provided in separate Excel as required.

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Attachments



MTM | Transit

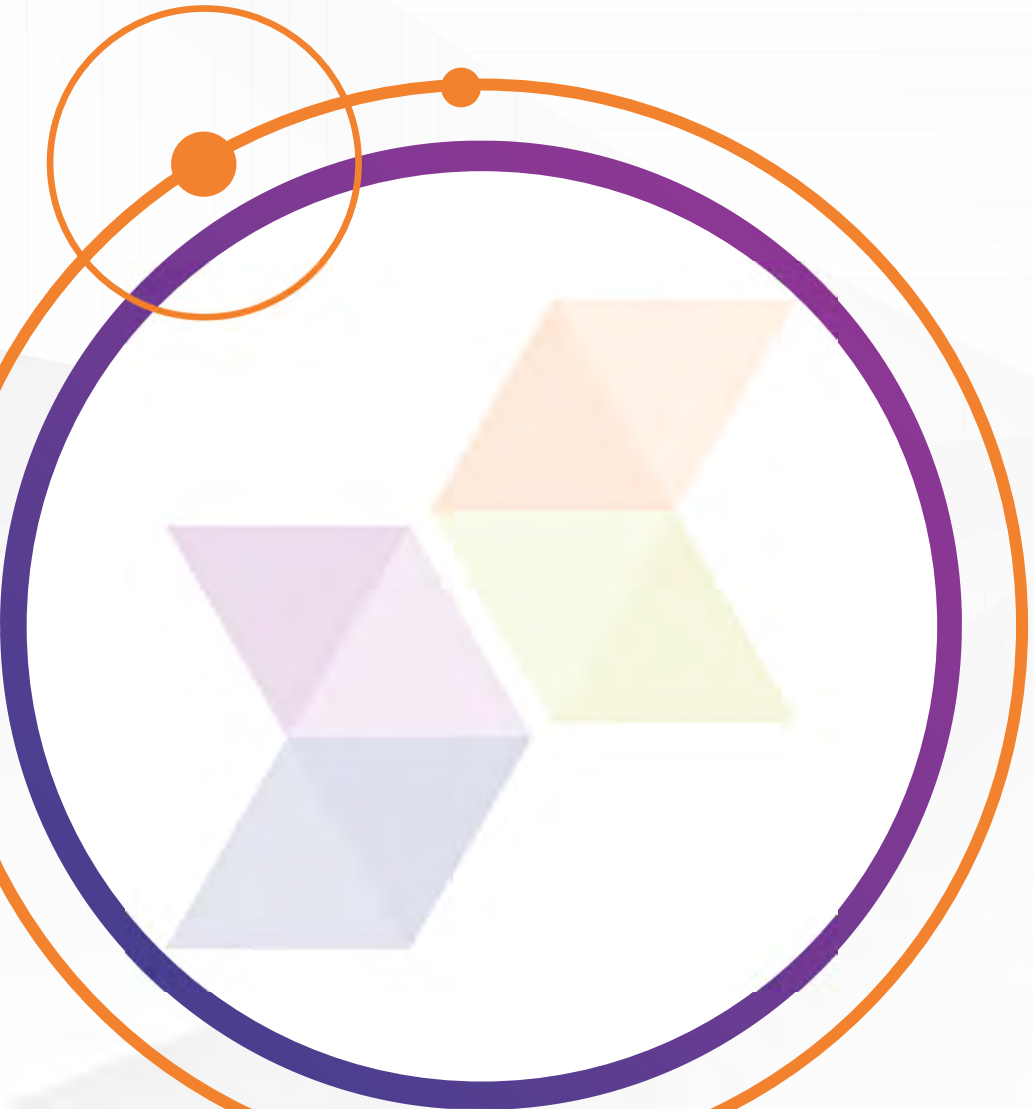
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ATTACHMENTS

Attachment A Draft Implementation Plan
Attachment B Resumes
Attachment C Insurance Loss History – CONFIDENTIAL

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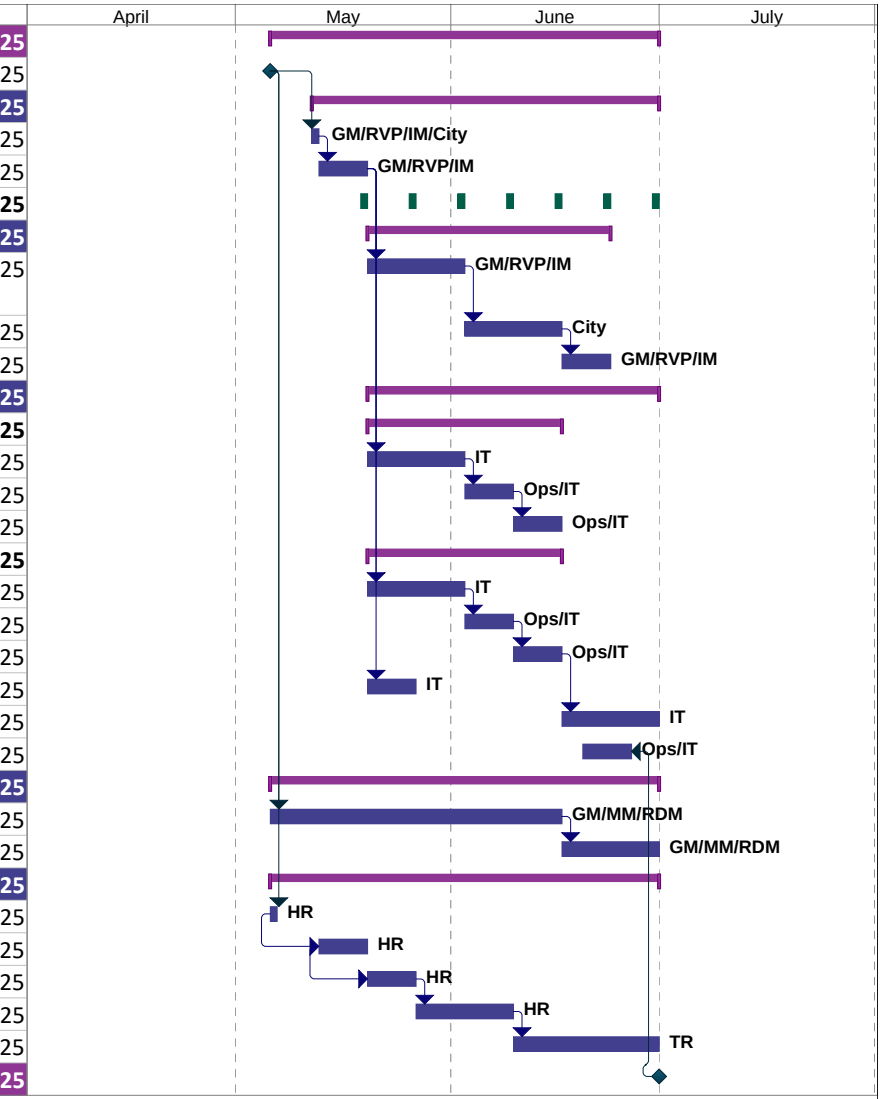
Attachment A



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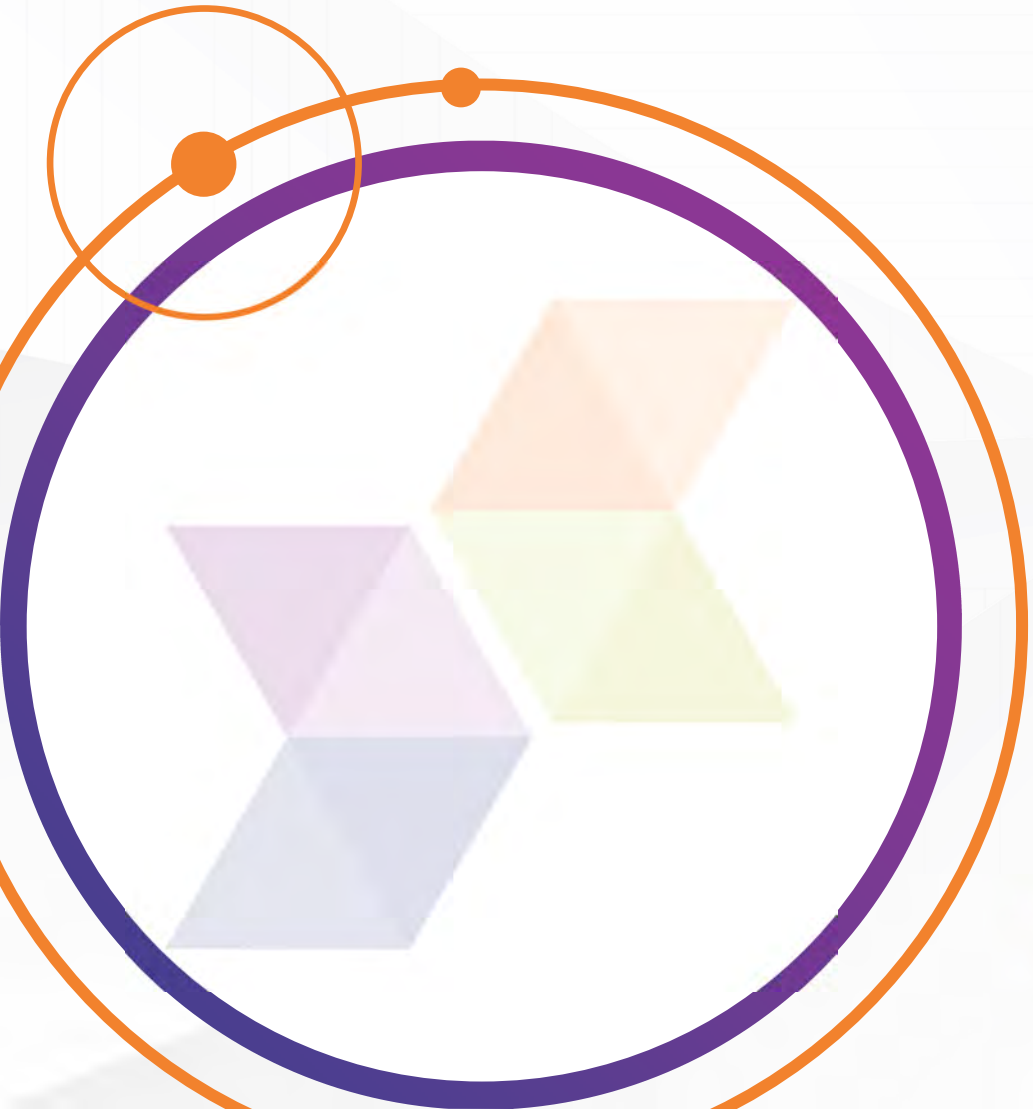
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ID	Task Name	Duration	Start	Finish
1	**Tracy Implementation Plan**	**40 days**	**Tue 5/6/25**	**Tue 7/1/25**
2	**Notice of Award**	0 days	Tue 5/6/25	Tue 5/6/25
3	**Implementation Planning/Scheduling**	**36 days**	**Mon 5/12/25**	**Mon 6/30/25**
4	Conduct kick-off meeting	1 day	Mon 5/12/25	Mon 5/12/25
5	Finalize implementation plan	5 days	Tue 5/13/25	Mon 5/19/25
6	**Weekly Status Meeting**	**31 days**	**Mon 5/19/25**	**Mon 6/30/25**
14	**Program Updates**	**25 days**	**Tue 5/20/25**	**Mon 6/23/25**
15	Update and submit policies, procedures, and manuals	10 days	Tue 5/20/25	Mon 6/2/25
16	Review	10 days	Tue 6/3/25	Mon 6/16/25
17	Finalize	5 days	Tue 6/17/25	Mon 6/23/25
18	**Technology Upgrades**	**30 days**	**Tue 5/20/25**	**Mon 6/30/25**
19	**Transition from Idrive to Motive Cameras**	**20 days**	**Tue 5/20/25**	**Mon 6/16/25**
20	Install	10 days	Tue 5/20/25	Mon 6/2/25
21	Test	5 days	Tue 6/3/25	Mon 6/9/25
22	Finalize parameters	5 days	Tue 6/10/25	Mon 6/16/25
23	**Implement Mobileye Collision Avoidance System**	**20 days**	**Tue 5/20/25**	**Mon 6/16/25**
24	Intall	10 days	Tue 5/20/25	Mon 6/2/25
25	Test	5 days	Tue 6/3/25	Mon 6/9/25
26	Finalize parameters	5 days	Tue 6/10/25	Mon 6/16/25
27	Implement Groove Glove	5 days	Tue 5/20/25	Mon 5/26/25
28	Train staff on Motive, Mobileye, Groove Glove	10 days	Tue 6/17/25	Mon 6/30/25
29	Final testing and customization	5 days	Fri 6/20/25	Fri 6/27/25
30	**Support Vehicles**	**40 days**	**Tue 5/6/25**	**Mon 6/30/25**
31	Purchase new support vehicles	30 days	Tue 5/6/25	Mon 6/16/25
32	Prepare vehicles for service	10 days	Tue 6/17/25	Mon 6/30/25
33	**Additional Staffing and Training**	**40 days**	**Tue 5/6/25**	**Mon 6/30/25**
34	Post open positions	1 day	Tue 5/6/25	Tue 5/6/25
35	Review resumes	5 days	Tue 5/13/25	Mon 5/19/25
36	Conduct interviews	5 days	Tue 5/20/25	Mon 5/26/25
37	Hire	10 days	Tue 5/27/25	Mon 6/9/25
38	Train	15 days	Tue 6/10/25	Mon 6/30/25
39	**Service Start**	**0 days**	**Tue 7/1/25**	**Tue 7/1/25**



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Attachment B



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Albert Perez

General Manager

Experience

MTM Transit, LLC, Tracy, CA, 2022 to Present

General Manager

- Cultivate strong relationships with clients, vendors, and partners to ensure long-term success and loyalty.
- Manage budget implementations, employee reviews, training, schedules, and contract negotiations.
- Monitor financial performance, set budgets and controlled expenses to provide financial stability and long-term organizational growth.
- Establish comprehensive employee training programs to develop skills, improve productivity, and maintain compliance with industry regulations.
- Oversee successful launch of new routes and systems, coordinating between departments to ensure unified approach and timely delivery.
- Address customer complaints and feedback with immediate action, turning dissatisfied customers into loyal patrons.
- Responsible for recruiting, hiring and training of team members.

Transdev, Modesto, CA, 2021 to 2022

Operations Manager

- Supervised operations staff and kept employees compliant with company policies and procedures.
- Empowered employees to take ownership of their responsibilities, leading to increased accountability and improved performance outcomes.
- Identified areas for improvement and developing action plans to address them with staff.
- Managed service hours versus vehicles and Para trips for best OTP possible.
- Led hiring, onboarding and training of new hires to fulfill business requirements.

Aramark Hospitality, Yosemite National Park, 2018 to 2020

Director of Transportation

- Managed budgets effectively to ensure optimal use of resources while maintaining financial stability.
- Boosted operational efficiency by optimizing supply chain processes.
- Transformed organizational culture to embrace continuous improvement, leading by example and mentoring teams.
- Monitored and maintained optimal performance in charter Bus, Park Floor Shuttle System, Tow Truck Service, Dispatch Team and Garage Mechanics
- River Rafting tours. Responsible for Seasonal staffing and Performance of Mariposa Grove Big Trees and Valley Floor
- Reduced budgetary expenditures by effectively monitoring staff hours versus available work

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Albert Perez

General Manager

Experience *(continued)*

National Express Transit, Merced, CA, 2013 to 2018

General Manager

- Managed the operations and safety and training departments, 44 vehicle paratransit operation with 66 employees including operations manager, safety training manager, operators, and maintenance tech
- Established on-time performance from previous contractor from unknown 94% OTP
- Monitored staff performance and provide feedback, as well as training opportunities
- Enforced all rules and regulations as outlined in the Collective Bargaining Agreement (CBA) and the employee handbook
- Implemented new payroll process for National Express transit contracts
- Oversaw and assisted in the recruitment, selection and training of new employees
- Responsible for employee training and development and building bench strength

MV Transportation, Tracy, CA, 2010 to 2012

General Manager

- Managed bus service including reservations and dispatch
- Reduced talk and hold times to ensure excellent customer service
- Partnered with the client contract manager on a day to day basis
- Increased on-time performance from 91% to 95%, as well as increased productivity from 1.65 to 1.85 to meet the contract requirements
- Responsible for all hiring and training activities regarding current staff
- Worked with safety manager in an effort to create an effective and supportive safety culture

Education

University of Phoenix

Master of Business Administration

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Cliff Crabtree

Assistant General Manager

Experience

MTM Transit, Multiple Locations, 2016 to Present

Assistant General Manager, *Tracy, CA, 2022 to Present*

- Manages MTM Transit's Tracy, CA operation with a focus on improving on-time performance and increasing productivity
- Oversees 50+ direct reports and plays an instrumental role in recruiting and retention
- Collaborated on the implementation of a new transit software
- Trains staff with features on the transit software (Reveal/TransLoc/Passio)
- Manages multiple services while meeting client's expectations
- Collaborates with Account Manager to increase optimization of trip assignments

Operations Manager, *Reno, NV, 2021*

- Oversaw operations of a 65 internal paratransit fleet with ten subcontracted vehicles
- Monitored and adjusted operations to increase on-time performance and productivity, resulting in increased revenue
- Oversaw a large team of dispatchers and reservationists
- Trained existing and new staff with features on the transit software (Reveal/SpareLabs)
- Worked with client and subcontractors to ensure compliance with all contract deliverables

General Manager, *Livermore, CA, 2018 to 2021*

- Responsible for the oversight of operations related to paratransit in the Tri Valley area
- Monitored and adjusted operations to increase on-time performance and productivity
- Engaged with customers and managed all complaints in a timely manner
- Worked with client and subcontractors to ensure compliance with all contract deliverables

Operations Manager, *Tracy, CA, 2018*

- Coordinated operations related to on-time performance and accident reduction
- Trained new operators in both safety and customer service
- Assisted with payroll, as needed, while also monitoring excess operation cost in the workforce
- Maintained fare calculations and compared actual amounts received in order to monitor accuracy of operations

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Cliff Crabtree

Assistant General Manager

Experience *(continued)*

Dispatcher Manager, *Tracy, CA, 2017 to 2018*

- Monitored both fixed route and paratransit to ensure on-time performance being met
- Scheduled paratransit trips for following day and provided manifests to operators to ensure all customers were picked up on time
- Assisted with calls regarding scheduled trips for paratransit and inquiries of the fixed route system
- Assisted with payroll while also monitoring excess operation cost in the workforce
- Maintained fare calculations and compared actual amounts received in order to monitor accuracy of operations

Customer Service Representative, *Tracy, CA, 2016 to 2017*

- Assisted with calls to schedule trips for paratransit and inquiries of the fixed route system
- Assisted with acceptance procedure of new paratransit customers
- Scheduled trips for customers according to the FTA guidelines

Education

California State University-Stanislaus, Turlock, CA

Chemistry/Computer Science

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Scott Perriera

Maintenance Manager

Experience

MTM Transit, LLC, Tracy, CA, 2019 to Present

Maintenance Manager

- Responsible for all fleet maintenance department functions, to include processes, policy and procedure creation and optimization, safety and regulatory compliance, budget and financial oversight, people management, and client care.
- Oversaw 3 employees with direct responsibility for hiring, performance management, and daily oversight.
- Created a high level of partnership with the City of Tracy Transit team as well as the MTM transit operations team and drivers.
- Implemented new workflow processes to maximize shop performance and minimize asset down times.
- Worked with various technology teams to design and implement software and apps to improve compliance recordkeeping while minimizing or eliminating the need for paper copies.

Bill Brandt Ford Quick Lane, Brentwood, CA, 2017 to 2019

Service Manager

- Maintained customer satisfaction index scores above area average by ensuring team is trained to create an exceptional customer experience. Mentored several advisors with mediocre scores to improve their skills, resulting in increase to above average scores.
- Handled all customer complaints and escalations to model exceptional customer service skills for advisors and technicians.
- Increased speed bay team efficiency by 40%; average oil change time decreased from 50 minutes to 25-30 minutes due to new procedures resulting in increased customer satisfaction, especially in area of wait time.
- Created a high level of partnership with the sales team sales team to ensure smooth hand off of customers who needed to purchase a new vehicle instead of fixing current one, resulting in increased customer retention.
- Implemented new workflow procedures to allow for smoother handoff of information between employees and ensured that work was dispatched to a technician with the correct skill, experience, and specialty for work.
- Created and implemented safety policies for equipment maintenance, fire, trip and hazard safety, including safety trainings, ongoing meetings, disciplinary action for violations, and preventative maintenance.

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Scott Perriera

Maintenance Manager

Experience *(continued)*

Fremont Chevrolet/Dublin Chevrolet, Brentwood, CA, 2015 to 2017
Service Manager

- Oversaw 25-30 employees with direct responsibility for hiring, performance management, and daily oversight.
- Created new processes for appointment scheduling, workflow, and customer experience.
- Entered to department losing an average of $80,000/month and was able to implement improved procedures and cost measures to see department become profitable every month.
- Increased customer satisfaction scores and retention from 20% below national dealership average to performing at or above average monthly.

Bumper 2 Bumper Automotive, Brentwood, CA, 2012 to 2015
Owner

- Designed and implemented processes for appointment scheduling, workflow, and customer communication.
- Created safety policies and procedures ensuring employees knew and followed them.
- Scheduled and completed all preventative equipment maintenance and inspections.
- Created and maintained vendor relationships, advertised and networked to attain customer base, and delivered exceptional customer service and quality.
- Kept detailed and accurate records of customer communication and inspection/ service of their vehicle.

AAA Print Distribution, Brentwood, CA, 2004 to Present
Owner

Saturn of Concord, Concord, CA, 2003 to 2006
Service Advisor

Livermore Honda/Audi/Subaru, Livermore, CA, 1999 to 2003
Service Director

Anderson Lexus, Anderson, CA, 1994 to 1999
Service Manager and Master Technician

Lexus of Stevens Creek, Santa Clara, CA, 1989 to 1994
Master Technician

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Farries Chappel

Supervisor, Safety and Training

Experience

MTM Transit, LLC, Tracy, CA, 2022 to Present

Supervisor, Safety and Training, *2024 to Present*

- Assists with Corporate Safety Incentives and programs effectively and consistently, including assignment of Safety Points.
- Aids with the compliance of all safety manuals, programs and policies and practices, ensuring they are current and meet the needs of the operating divisions.
- Helps with the review of passenger and employee accidents/incidents to indicate the cause and preventability.
- Collaborates with local Leadership to deliver comprehensive safety meetings and plans with the guidance of management.

Road Supervisor, *2022 to 2024*

- Oversaw on time performance measures of drivers, monitored driving and safety practices of drivers daily
- Provided oversight of fleet maintenance program
- Responded and coordinated data and photo collection at accident and incident scenes
- Investigate and assist with accident determination
- Assisted drivers with questions, provided customer assistance and overall on the road support
- Assisted customers with information and complaint resolution
- Provided management with reports to assist with the evaluation of route and schedule effectiveness

First Transit, Merced, CA, 2020 to 2021

Manager

- Responsible for all transportation activities including, but not limited to, the oversight of vehicles, contract operations, and safety conditions.
- Managed the process and verification of operations payroll for employees.
- Responsible for the oversight of various departments including Dispatch, Maintenance, Fleet Control, etc.

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Farries Chappel

Supervisor, Safety and Training

Experience *(continued)*

Restoration Hardware, Patterson, CA, 2018 to 2020

Shipping Manager

MV Transportation, Livermore, CA, 2016 to 2018

Safety and Training Manager

Spectrum Security, Adelanto, CA, 2015 to 2016

Transportation Officer

GEO Group, Adelanto, CA, 2012 to 2015

Transport Detention Manager

Veolia Transportation, Hesperia, CA, 2007 to 2012

Assistant General Manager

Education & Training

- Designated Employer Representative (DER) – 2024
- Supervisor Reasonable suspicion Drug & Alcohol Crouse – 2024
- BTW Train the Trainer course – 2023
- DOT hours of service Audit compliance – 2013
- Advance Mobility Device Securement – (NTI issued by State of California) – 2009
- Human Resource Crs. – 2009
- Controlled Substance Reasonable Suspicion training for supervisors – 2009
- Advanced Managed Course University of South Florida – 2008
- Certified California DMV Examiner – 2005
- Cal-Tip Transit Security – 2002
- ATC University of Management – 2001
- Human Resources Management American Council of Education – 1990

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Scott Transue

Regional Vice President

Experience

MTM Transit, San Diego, CA, 2016 to Present

Regional Vice President

- Oversees MTM Transit operations in the Western part of the United States
- Uses a hands-on approach to ensure all clients receive personal, specific support
- Works in collaboration with operations support departments to ensure the most appropriate and cost-effective delivery of services are provided
- Ensures business outcomes and contract goals are defined and met
- Keeps abreast of changes to transit program rules, regulations, and policies, and works with clients to acquire a thorough understanding of their local climates and issues
- Follows through with service issues, troubleshooting problems, and concerns in a timely and professional manner

Southland Transit, Inc., El Monte, CA, 2012 to 2016

Vice President, COO

- Responsible for the control and operation of the company, developing and monitoring division budgets, and ensuring services were provided within budget
- Directed and managed overall operations of transit services, reduced operational expenses by 30%
- Developed ongoing goals and objectives for subordinate staff and oversaw operations and vendor contracts of various locations across Southern California
- Maintained positive client relations with agency staff, elected officials, and ensured the highest customer service standards were met while maintaining projects within budget
- Renegotiated agency and vendor contracts to enact updated and renewed costs, reduced personnel costs and overhead, and streamlined business processes
- Oversaw subordinate managers, ensured all projects were operating efficiently, and developed policies and procedures to ensure high quality operations

Specialized Transportation Consulting, San Diego, CA, 2011 to 2012

Senior Transportation Consultant

- Audited public transit contracts to maximize efficiencies and service improvements
- Completed community transportation service and design
- Assisted agencies with maximizing federal and state cost recovery efforts
- Provided specialized transportation planning and marketing programs for clients
- Responsible for the development of an employee policies and procedures handbook

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Scott Transue

Regional Vice President

Experience *(continued)*

North County Transit District (NCTD), Oceanside, CA, 2010 to 2011

Manager, Service Quality and Accessibility

- Developed goals and objectives for subordinate staff, as well as annual and capital improvement project budgets
- Wrote reports, correspondence, and operating procedures for division staff, as well as reviewed, analyzed, and produced statistical data and reports
- Supervised various staff, performed evaluations, interviewed and hired new staff, and was responsible for Federal ADA and Title VI Compliance
- Developed project management plans and schedules for contracts and consultants
- Transitioned the agency's paratransit service from a turnkey model to a brokered coordinated system utilizing existing community providers

San Diego Metropolitan Transit System (MTS), San Diego, CA, 2002 to 2010

Transit Operations Specialist/ADA Manager

- Managed on-time performance to capture relevant data on fixed route services
- Redesigned the agency's ADA Paratransit Program resulting in large cost efficiencies
- Created and monitored transit operating division budgets
- Directed and managed overall operations of assigned transit services

Education

San Diego University, San Diego, CA

Bachelor of Science, Social Science

Pepperdine University, School of Business and Management, Malibu, CA

Transit and Paratransit Management Certificate Program

National Transit Institute, Rutgers, NJ

Managing the Costs of ADA Paratransit Seminar, Understanding ADA Seminar

Federal Transit Administration, Washington, D.C.

FTA Civil Rights Seminar

Additional Information

- Member of Accessible Services Advisory Committee
- Member of Social Service Transportation Advisory Committee
- Member of Council on Access and Mobility

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Diana Do

Regional Director, Operations (West Coast)

Experience

MTM Transit, San Carlos, CA, 2017 to Present

Regional Director, Operations (West Coast), *2023 to Present*

- Oversees and compliance of all designated regional area Transit and Paratransit Eligibility contracts.
- Leads, motivates, guides, directs, and evaluates the work of leaders including General Managers (GM), Program Managers, Operations Personnel, and Safety/Training leaders.
- Acts as a liaison between MTM Transit and external stakeholders to educate on MTM Transit services and ensure customer satisfaction.
- Supports and manages new business development of assigned region and management of implementations.
- Provides training and professional development to staff, which includes monthly budget reviews and strategies.

Program Manager, *2018 to 2023*

- Established processes to ensure overall contract compliance and consistency in daily operations of Eligibility Centers.
- Successfully managed the implementation of a new program that resulted in a minimum monthly average of 20% net income.
- Demonstrated the ability to build trust quickly by addressing key concerns and delivering sustainable methods to ensure dependable service quality, resulting in continual client confidence.
- Maximized program profitability and quality by expanding team capability through continual coaching and empowerment.
- Efficaciously cultivated long-term relationships with key stakeholders by providing reliable Subject Matter expertise, resulting in a renewal of contract option years.

Supervisor, Mobility Assessment Evaluator, LA Access Eligibility Center, *2018*

- Supervised a team of Mobility Assessment Evaluators, Administrative Assistants, and Eligibility Assistants
- Confirmed current ADA regulations were reflected in eligibility determinations
- Processed applications and in-person evaluation documents in Rider360 and Salesforce
- Managed mail delivery with drops ranging from 1,000 to 3000 pieces per week
- Assisted Project Manager by creating reports and providing ongoing MAE training
- Monitored quality assurance for determinations, including timeliness standards

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Diana Do

Regional Director, Operations (West Coast)

Experience *(continued)*

Mobility Assessment Evaluator, LA Access Eligibility Center, *2017 to 2018*

- Conducted eligibility assessments evaluations using FACTS, MMSE, Physical Mobility Assessments, and specified Supplemental Interview Guide
- Determined most appropriate mode of transportation based on rider application and abilities
- Documented and reported assessments accurately into Salesforce and Rider360
- Provided travel training recommendations and transit system education
- Supported new implementations as trainer/mentor and subject matter expert
- Completed quality assurance checks on all assessment reports prior to submission
- Maintained extensive knowledge of Title VII and ADA requirements
- Processed customer complaints in Rider360 as assigned

Southland Transit, Inc., El Monte, CA, 2009 to 2017

Project Manager, *2015 to 2017*

Administrative Assistant to the Director of Maintenance, *2014 to 2015*

Administrative Assistant/Interim Office Manager, *2009 to 2014*

Education

California State University Los Angeles, Los Angeles, CA

Business Administration – Human Resources; Political Science – Public Administration

The California School of Culinary Arts, Pasadena, CA

Associates of Occupational Studies: Hospitality and Restaurant Management

Certifications

University of the Pacific, Eberhardt School of Business, Stockton, CA

Transit and Paratransit Management Certificate

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Matt Weinberg

Senior Director, Safety Administration

Experience

MTM Transit, Lake St. Louis, MO, 2021 to Present

Senior Director, Safety Administration, 2023 to Present

- Responsible for standardizing training and safety culture programs for MTM Transit staff to maintain high quality, safe transportation nationwide
- Coordinates with local General/Project Managers to meet all safety goals and directives, training objectives, and ensure compliance with local, state, and federal regulations
- Implements training programs and successfully leads accident and injury avoidance initiatives and safety processes to reduce accident rates and liability costs
- Responsible for developing and implementing company-wide safety and training standard operating procedures and leads Executive Safety Committee
- Oversees, updates, and enforces Safety Management System, System Safety Program Plan, Public Transportation Agency Safety Plan, Emergency Preparedness Plan, and Drug and Alcohol Policies

Director, Safety Administration, 2021 to 2023

- Coordinated with executive team and local general/project managers to direct and meet all safety goals and directives, training objectives, and compliance with local, state, and federal regulations
- Implemented training programs and successfully led operations to reduce accident rates and liability costs
- Led accident and injury avoidance initiatives and safety processes
- Responsible for developing and implementing company-wide safety and training standard operating procedures and leads Executive Safety Committee

Transdev North America, Lombard, IL, 2017 to 2021

National Safety Director

- Responsible for overall regulatory compliance, training, and safety processes and procedures for Transdev locations across the United States
- Worked with individual locations to ensure consistent and thorough implementation of safety and security processes, policies, and programs to mitigate risks and potential company liability, including collision/injury management and reduction
- Monitored safety process execution for compliance with company requirements/ expectations and provided guidance and direction as needed
- Ensured contract compliance with all applicable federal (DOT, OSHA, DHS), state, local, and company regulations

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Matt Weinberg

Senior Director, Safety Administration

Experience *(continued)*

National Express, LLC, Lisle, IL, 2015 to 2017

Area Director of Safety

- Responsible for company safety program for school and transit route contracts in Illinois, Iowa, Minnesota, Missouri, and Wisconsin; including several with union representation
- Played key role in implementing and integrating safety programs into purchased or acquired companies
- Conducted onboarding and training sessions for new General Managers and Safety/ Training Supervisors
- Obtained certificate in Safety and Health Management through the Institute for Health and Safety Management

Saia, Inc., Johns Creek, GA, 2013 to 2015

Regional Safety Manager

- Managed a region consisting of 11 terminals across Illinois, Indiana, Iowa, Minnesota, and Wisconsin
- Ensured compliance with OSHA, DOT, and company policies and procedures when traveling to terminals within the region
- Led regular safety meeting discussing various topics such as accident/injury/spill prevention, hazardous materials processes in accordance with DOT regulations and company policy, safe driving, etc.
- Conducted safety audits and reviewed and coached events recorded by on board camera

Advanced Disposal Services, Inc., Batavia, IL, 2011 to 2013

Route Manager

Veolia Transportation, Lombard, IL, 2003 to 2006; 2007 to 2011

Assistant General Manager, Master Instructor, 2007 to 2011
Route Supervisor, 2003 to 2006

Pace Suburban Bus, Chicago, IL, 2006 to 2007

Operations Administrator for Chicago ADA Services

Education

Northern Illinois University, DeKalb, IL

Bachelor of Science, Geography

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Joe Sullivan

Regional Director of Maintenance

Experience

MTM Transit, Lake St. Louis, MO, 2017 to Present

Regional Director of Maintenance

- Provides oversight and quality assurance for all aspects of MTM Transit's maintenance functions across operations in the Western region of the country
- Assists General Managers, Maintenance Managers, and Operations Managers in ensuring proper maintenance of vehicles through on-time preventative maintenance inspections, repairs, and body work, which are completed by our internal maintenance employees and using cost effective, quality vendors
- Works with vehicle and vehicle equipment manufacturers to provide training and resources for mechanics and maintenance staff on new vehicle technologies

MV Transportation, 2008 to 2017

Fleet Maintenance Manager, Elk Grove, CA, 2012 to 2017

- Managed day-to-day maintenance responsibilities of fixed route and paratransit operations, including 78 vehicles with compressed natural gas and gasoline engines
- Provided oversight to all maintenance activities to ensure contractual requirements were achieved in a safe, healthy, and environmentally conscious manner
- Worked on special projects for MV's Western region and mentored new fleet managers
- Received the American Public Works Association Fleet Manager of the Year Award in 2015 for the Sacramento region

Lead Technician, South Lake Tahoe, CA, 2010 to 2012

- Led a team of maintenance technicians, managed scheduled preventative maintenance programs, delegated repairs, built and led maintenance campaigns, and preformed emergency service repairs
- Maintained a fleet of diesel, gasoline, and CNG transit vehicles, ensured clients' needs were met, and maintained a shop that was compliant with local and federal regulations
- Used the TEAM computer-based maintenance scheduling and management system to track maintenance
- Tracked and controlled spare parts inventories and worked with parts vendors to maintain an appropriate parts inventory
- Provided mechanical support to several other MV-operated facilities

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Joe Sullivan

Regional Director of Maintenance

Experience *(continued)*

Heavy Duty Transit Bus/Light Truck Technician, *South Lake Tahoe, CA, 2008 to 2010*

- Serviced, repaired, and maintained a fleet of diesel, gas, and CNG transit vehicles, including busses from the following manufacturers: Orion, New Flyer, Nabbi, Gillig, Blue Bird, MCI, and Chance
- Maintained Ford and Chevy Cutaway vehicles
- Received extensive training and used I/O controls multiplex electrical systems

Education

Las Positas College, Livermore, CA

General Education and Welding MIG/TIG/ARC/Automotive Classes

Certifications

- Automotive Service Excellence (ASE), Master Certification, June 2011
- EPA 608 Test Proctor, March 2017
- Vansco Electrical, October 2016
- MAN Axle, October 2016
- Amerex, September 2016
- Detroit 50G, December 2015
- Genfare, June 2015
- National Transit Institute, December 2012
- CHP Inspection, March 2012
- Bendex Brake Systems, March 2012
- EPA Section 608 Refrigeration Systems, March 2011
- Intermotive Interlock and Fast Idle Systems, March 2010
- MGM Brake Systems, March 2010
- EPA Section 609 Refrigerant Recovery and Recycling, March 2010
- CNG Fuel Systems, January 2010
- Starrs, Ford Motor Co., July 2009

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John Seber

Senior Director of Maintenance

Experience

MTM Transit, Lake St. Louis, MO, 2022 to Present

Senior Director of Maintenance

- Provides oversight and quality assurance for all aspects of MTM Transit's maintenance functions across the country
- Assists General Managers, Maintenance Managers, and Operations Managers in ensuring proper maintenance of vehicles through on-time preventative maintenance inspections, repairs, and body work
- Works with vehicle and vehicle equipment manufacturers to provide training and resources for mechanics and maintenance staff on new vehicle technologies
- Optimizes maintenance efficiency and productivity to ensure a safe transportation experience for our passengers

Central Indiana Regional Transportation Authority (CIRTA), 2020 to 2022

Executive Director

- Oversaw multiple passenger transportation programs, including workforce connect, community connector, van pools and shared rides, and My Freedom voucher program
- Developed and implemented new county routes that increased services and revenue by 100% within the first six months
- Developed five-year strategic plan, encompassing 10 county electric bus study, an expansion for current van pool program, and growth plans for work force connectors and staffing
- Identified and developed resolutions/processes and standard operating procedures

National Express Transit, 2018 to 2020

Director of Maintenance

- Oversaw maintenance of 100 divisions, 14,000 vehicles (diesel, gas, electric, and CNG), and over $600 million in annual revenue
- Performed audits of fleet, facilities, safety, and contract compliance, and worked with the Department of Transportation (DOT) in vehicle compliancy
- Worked with staff and leadership in reducing overall costs through planning, training, policies, and employee interaction
- Coordinated with outside vendors for contract-specific maintenance repairs

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John Seber

Senior Director of Maintenance

Experience *(continued)*

MV Transportation, Inc., 2014 to 2018

Director of Maintenance

- Responsible for fleet and facility management of multiple operational sites
- Trained and aided in repair of transit buses, school buses, and general automotive
- Provided oversight of Intelligent Transportation System (ITS) integration project
- Responsible for performance monitoring and auditing of locations, to include audits of fleet, facilities, safety, and contract compliance

Greater Dayton Regional Transit Authority, 2013 to 2014

Chief Maintenance Officer (CMO)

- Responsible for facility maintenance, inventory, trolley infrastructure, and fleet maintenance of over 300 buses (diesel, gas, and electric), paratransit vehicles, and trollies
- Oversaw 107 union employees and 10 managers/supervisors
- Prepared and monitored $63 million budget as well as spending of Federal Transit Administration (FTA) funds
- Researched and developed scopes of work for new technologies ranging from cameras, AVM, electric vehicles, and facility build out projects
- Developed and implemented new policies for preventative maintenance that established proactive measures to reduce premature failure

MV Transportation, Inc., 2007 to 2013

Vice President of Maintenance - Central and East, *2010 to 2013*

- Oversaw 86 divisions, 7,000 vehicles, and $500 million in annual revenue
- Served as project lead on 55 new location implementations, to include establishing site and facility, setting up facility and maintenance shop, hiring and training staff, and establishing vehicle maintenance and safety programs
- Developed employees through onsite training and mentoring, ranging from direct regional support staff to location-specific team members
- Established in-house warranty provider status allowing for internal warranty repairs to be completed on site

Director of Vehicle Maintenance – Midwest and East Coast, *2007 to 2009*

- Oversaw maintenance of 26 divisions, 1,200 vehicles, and over $240 million in annual revenue
- Trained and aided in repair of transit buses, school buses, and general automotive
- Performed audits of fleet, facilities, safety, and contract compliance
- Developed and implemented policies and procedures and prepared budgets

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John Seber

Senior Director of Maintenance

Experience *(continued)*

Transportation Concepts, Inc., 2005 to 2007

Vice President of Vehicle and Facilities Maintenance

- Responsible for 16 locations and $60 million in annual revenue
- Assisted with startup ventures, training, facility modifications, and maintenance
- Prepared and negotiated new contract ventures to grow the company's transit division
- Performed audits of all locations including fleet, facilities, safety, staff, and contract compliance, and worked with CHP in fleet standards and inspections

MV Transportation, Inc., 2001 to 2005

Director of Vehicle Maintenance – Midwest and East Coast, 2001 to 2005

- Oversaw 43 divisions, 3,200 vehicles, and over $280 million in annual revenue
- Helped to increase total new business from 24 locations to 105 locations over four years, increasing annual revenue from $26 million to $460 million
- Worked with staff and leadership in reducing overall costs through planning, training, policies, and employee interaction

Indianapolis Public Transportation Corporation (IndyGo), 1993 to 2001

Director of Vehicle and Facility Maintenance

Tri-State Cardinal Coach, 1991 to 1993

Supervisor of Maintenance

Paul Heuring Ford, Hobart, IN, 1989 to 1991

Certified Technician

Kerr Neilson Buick, Gary, IN, 1987 to 1989

Technician

Education

Indiana Business College, 2000

Associates of Applied Science

International Correspondence School, 1997

Technical Degree

Lincoln Technical Institute, 1987

Technical Degree

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Ed Overn

Senior Vice President of Operations

Experience

MTM Transit, Lake St. Louis, MO, 2019 to Present

Senior Vice President of Operations

- Oversees all MTM Transit operations across the country in collaboration with Regional Vice Presidents
- Works in collaboration with clients and local management teams to increase service efficiency, ensure contractual compliance, and support ongoing growth
- Leads a team of direct and non-direct reports to ensure that business outcomes and contract goals are defined and met
- Keeps abreast of changes to transit program rules, regulations, and policies, and works with clients to acquire a thorough understanding of their local climates and issues
- Follows through with service issues, troubleshooting problems, and concerns in a timely and professional manner

Transdev North America, Lombard, IL, 2017 to 2019

Regional Vice President

- Provided direct operational oversight and leadership to 19 assigned fixed route, paratransit, and university shuttle bus revenue contracts throughout the South Eastern United States, which totaled approximately $115 million in annual revenue with a total of 5,700 employees
- Directly managed 5 support team Director level employees with oversight of Safety, Maintenance, Labor, Finance, and Human Resources
- Consistently analyzed KPI's and P&L performance trends to optimize income
- Successfully drove positive financial results, not only through increased revenue, but by driving efficiencies in existing operations thus realizing year over PTI improvement
- Partnered with the Business Development Team to successfully develop operational strategies to obtain new and renewal business through client interaction, price-model development, interview preparation, and presentation, and to create realistic operational startup plans and execute them
- Initiated and managed contract startups as well as developed solutions to issues independently with minimal if any outside support

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Ed Overn

Senior Vice President of Operations

Experience *(continued)*

MV Transportation, Dallas, TX, 2005 to 2017

Regional Vice President

- Provided direct operational oversight and leadership to 24 assigned fixed route, paratransit, and shuttle bus revenue contract managers throughout the Central and Eastern United States, which totaled approximately $70 million in annual revenue with a total of 4,500 employees
- Recruited, developed, managed, motivated, and nurtured successful transit leaders to advance their scope of responsibility
- Consistently analyzed KPI's and P&L performance trends to optimize income
- Successfully drove positive financial results, not only through increased revenue, but by driving efficiencies in existing operations thus realizing year over PTI improvement
- Built and retained solid client relationships by meeting with exceeding contract parameters, fixing problems quickly and appropriately, and communicating efficiently
- Managed all aspects of labor relations and negotiations with multiple labor partners
- Partnered with the Business Development Team to successfully develop operational strategies to obtain new and renewal business through client interaction, price-model development, interview preparation, and presentation, and to create realistic operational startup plans and execute them
- Focused on Safety with consistent annual improvement in AFR/IFR

Laidlaw Transit Services, Overland Park, KS, 2001 to 2005

Area District Manager

- Provided direct operational oversight and hands on leadership to 18 fixed route and paratransit bus contracts throughout the Midwest and Northeastern United States
- Consistently exceeded annual performance objectives
- Responsible for development and adherence of a $38 million operating budget in FY05, as well as for all aspects of client relations and revenue contract negotiation
- Developed pricing models, interview presentations, and operational startup plans for renewal and prospective new business resulting in revenue growth of approximately 11% in FY04
- Analyzed KPI results to manage expenses and optimize PTI
- Managed all aspects of labor relations and negotiations with multiple union locals

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Ed Overn

Senior Vice President of Operations

Experience *(continued)*

Laidlaw Transit Services, Somerville, MA, 1999 to 2001

General Manager

- Operational responsibility and oversight of $18 million annual ADA paratransit operation under contract to the Massachusetts Bay Transportation Authority with 400 employees
- Managed all facets of operation inclusive of Scheduling, Dispatch, Reservations, Maintenance, Safety, and Direct and Subcontracted service delivery, which provided more than 750,000 scheduled annual passenger trips throughout Metro Boston
- Analyzed KPI results to manage expenses and optimize PTI
- Reduced operating expenses by 38% by finding efficiencies in scheduling, purchasing, and maintenance while replacing 60% of the staff and establishing adherence with National Accounts
- Directed all aspects of labor relations and negotiations with Teamsters Local #25
- Established a reputation as a "doer" and was invited to travel to multiple Laidlaw Transit operating locations throughout the United States to provide operational guidance and fix poorly performing and managed operations

American Medical Response, Natick, MA, 1997 to 1999

Regional Director

Med Trans New England, Wakefield, MA, 1995 to 1997

Vice President of Operations/Support Services

Care Ambulance Service, Care Line New England Merrimack Valley (acquired by Med Trans New England), Lawrence, MA, 1990 to 1995

General Manager

Care Ambulance Service, Lowell, MA, 1984 to 1990

Field Supervisor, Emergency Technician, Paratransit Operator, EMS Dispatcher

Education

Northern Essex Community College, Haverhill, MA

Bachelor of Criminal Justice

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Brian Balogh

Chief Operating Officer of Transit

Experience

MTM Transit, Lake St. Louis, MO, 2015 to Present

Chief Operating Officer of Transit, *2018 to Present*

- Directs all operations serving the transit market, including functional ADA eligibility assessments and travel training, quality assurance, paratransit operations, brokerage and subcontracted service, ADA call centers, and fixed route operations, including maintenance, reservations, scheduling and dispatch, and safety
- Collaborates with Regional Vice Presidents to ensure MTM Transit's performance aligns with all operational and financial contract requirements
- Regularly monitors contract reporting to ensure contract compliance and quality
- Leads an executive leadership team who provide direction and support to general managers and program directors throughout the nation

Vice President of Transit, *2016 to 2018*

- Ensured contract and budget compliance and developed plans to meet or exceed financial goals of the client, such as increasing productivity due to increased efficiency, improvements in on-time performance, rider satisfaction, safety metrics, and maintenance reliability
- Worked in collaboration with operations, support departments, and transportation providers to ensure the most appropriate and cost-effective delivery of transportation services
- Monitored and managed implementations to ensure seamless transitions and uninterrupted service provision
- Assessed customer satisfaction to improve each operation

Director of Operations, *2015 to 2016*

- Directed and coordinated the day-to-day activities of multiple internal departments
- Coordinated efforts of Community Outreach and Logistics team members and provided performance-driving leadership to Network Representatives to ensure success of multi-load efforts, provider/facility alignment, network adequacy, and superior service delivery, improving transportation quality and reducing costs
- Led Community Outreach team members to leverage facility outreach for better understanding of provider performance

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Brian Balogh

Chief Operating Officer of Transit

Experience *(continued)*

MV Transportation, Chicago, IL, 2007 to 2015

Senior Regional Vice President

- Increased profitability of divisions through efficiency and organization with revenue exceeding $85 million annually
- Maintained complete oversight and maintenance of fleets totaling 650 vehicles, as well as direct oversight of 20 divisions and over 24 individual contracts across five Midwest states providing paratransit, fixed route, and shuttle services
- Led development of division-level management and staff, as well as corporate support teams totaling more than 1,500 employees

Greyhound Lines, Inc., Chicago, IL, 1992 to 2007

District Manager, Field Operations

- Oversaw performance of nine terminal facilities, 110 commission agencies, 350 drivers, and 225 terminal employees in a 14-state area
- Recruited, selected, trained, and mentored managers and supervisors
- Developed initiatives to increase sales and reduce controllable expenses

Education

Cleveland State University, Cleveland, OH

Bachelor's Degree in Business Administration/Management and Labor Relations

- James J. Nance College of Business

Awards

- Named 2011 Regional Vice President of the year
- Nominated to the American Public Transportation Association (APTA) Leadership Program in 2012
- Active member of APTA and CALACT

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Alaina Maciá

President and Chief Executive Officer (CEO)

Experience

Alaina is a visionary leader in the healthcare and transit industries, and she is passionate about reducing barriers to community and healthcare services through efficient transportation program design. Alaina is aligned with client goals and serves as an executive liaison for all contractual and operational matters. She is keenly aware that good structure and process delivers reliable and efficient services to all stakeholders, and she promotes this key tenet throughout MTM Transit.

MTM Transit, Lake St. Louis, MO, 2009 to Present

President and CEO

- Oversees all operational, technological, and support departments
- Recruits high quality, industry-leading executives to work at MTM Transit, bringing successful practices with them
- Leads efforts to analyze and streamline current operational processes to enhance efficiency and scalability of operations
- Ensures MTM Transit meets contract deliverables by reviewing company-wide key performance indicators that drive the desired contract outcomes and requirements
- Focuses on delivering an enhanced rider experience by hiring the right people, ensuring reliable and efficient processes, and delivering accessible and efficient technology

MTM, Inc., Lake St. Louis, MO, 2003 to Present

President and CEO

- Oversaw MTM's growth from a $30 million company to an organization generating over $1 billion in revenue annually
- Restructured organization personnel and physical locations to create higher efficiency and increase productivity, reducing the administrative cost of handling transportation services by over 50%
- Drives MTM to continually improve and generate significant savings, generally between 10 to 25% over previous costs
- Identifies technology strategy to enhance user experience through mobile ready application and portals driving more than 5% of interactions to the web, mobile application, or IVR application

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Alaina Maciá

President and Chief Executive Officer (CEO)

Education

Olin School of Business, Washington University, St. Louis, MO

Master of Business Administration

- Emphasis in corporate strategy and finance
- Member of Delta Gamma Sigma (top 20% of class)

School of Engineering and Applied Science, Washington University, St. Louis, MO

Bachelor of Science in Biological Engineering, emphasis in Environmental Engineering

- Missouri Bright Flight and Academic Scholarship to Washington University

Additional Information

- Member of the Washington Institute for Public Health National Council
- Member of the Young Presidents' Organization (YPO), a network of the world's most influential and innovative business leaders
- Sits on the St. Louis Regional Business Council, Co-Chairs Workforce Development Committee
- St. Louis Business Journal 40 Under 40 Hall of Fame Award, 2020
- St. Louis Business Journal Technology Executives of the Year List, 2018
- Mass Transit Magazine 40 Under 40 Award, 2014
- Ernst & Young Entrepreneur of the Year Award, 2014
- St. Louis Business Journal 40 Most Influential Business Women List, 2012
- St. Louis Business Journal 40 Under 40 Award, 2011
- St. Louis Business Journal 30 Under 30 Award, 2004

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APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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1) **Approving a three-year professional services agreement with MTM Transit, LLC, for operating services relating to the City of Tracy's TRACER Public Transit System with a total not to exceed amount of $19,428,394; and**

2) **Authorizing an administrative extension for an additional one-year contingent upon satisfactory performance in an amount not to exceed $7,249,160**

WHEREAS, since July 2001, the City of Tracy has contracted for operation of the TRACER Public Transit System; and

WHEREAS, a Request for Proposals was issued on February 7, 2025, and four proposals were received by the established deadline; and

WHEREAS, all four proposals were scored, and the proposers interviewed by an evaluation committee; and

WHEREAS, staff have determined that MTM Transit, LLC have demonstrated to be the best qualified and most responsible proposer who best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services; and

WHEREAS, staff recommends awarding a Professional Services Agreement to MTM Transit, LLC; and

NOW, THEREFORE, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the three-year Professional Services Agreement with MTM Transit, LLC attached hereto as Attachment 1, for operating services relating to the City of Tracy's TRACER Public Transit System with a total not to exceed amount of $19,428,394; be it

FURTHER RESOLVED: That the City council of the City of Tracy hereby authorizes an administrative extension for an additional one-year contingent upon satisfactory performance in an amount not to exceed $7,249,160.

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

The foregoing Resolution 2025-_____was adopted by the Tracy City Council on the 3rd day of June 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibits:

1: Professional Services Agreement with MTM Transit, LLC

June 3, 2025

Agenda Item 1.P

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the purchase of premanufactured custom container units for restrooms and showers from Linked Equipment, LLC, an Arizona Limited Liability Corporation, Tracy Municipal Code Section 2.20.180(b)(4); and (2) approving the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC, for four (4) premanufactured customized containers to provide permanent restrooms and showers to be installed as part of the Phase II 2024 Site Improvements at the Temporary Emergency Housing Facility Project, CIP 71112, at 370 W. Arbor Avenue, for a not-to-exceed amount of $448,074.

EXECUTIVE SUMMARY

This agenda item requests that City Council makes a determination that compliance with standard procurement process is not in the best interest of the City and dispenses with standard procurement process for purchase of four (4) premanufactured custom containers for use as permanent restroom and shower facilities at the Temporary Emergency Housing Facility and approve the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC. (Vendor), an Arizona Limited Liability Corporation (Agreement), for a Not-To-Exceed amount of $448,074, for the premanufactured customized containers needed to provide additional restroom and additional shower units, as required by the California Building Code, for the Temporary Emergency Housing Facility.

BACKGROUND AND LEGISLATIVE HISTORY

On September 1, 2020, the City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Facility (TEHF) Project on Arbor Avenue, CIP 71112, to create a safe and dignified facility for residents experiencing homelessness.

During design development for the TEHF Project it was determined that the use of prefabricated structures would best meet the City's goals and occupancy schedule. City staff contacted multiple vendors who could provide modified single trip shipping containers for use as restroom, showers, laundry, and storage units. Linked Equipment, LLC was the only vendor that was willing to meet the City's custom requirements for the accessible and private interior layouts and utilize the materials the City requested to outfit the interior of the facilities, and also provide the necessary design, review and approval process to satisfy the requirements of the California Department of Housing and Community Development (HCD) review and approval process.

The City and Vendor entered into a Purchase Agreement for Goods, Commodities, and Ancillary Services, approved by the City Council on July 5, 2022, pursuant to Resolution 2022-099. The scope of the Agreement included the design, manufacture, and on-site ancillary services for ten (10) customized containers to provide permanent restrooms, showers, laundry, mechanical room, and storage units for the Temporary Emergency Housing Facility.

On July 5, 2023, the City Council authorized the purchase of eight (8) custom container dormitories from the Vendor, pursuant to Resolution 2023-140, to be installed as part of the Phase IV interim facility improvements. Phase IV opened in December of 2023, providing housing for an additional 38 individuals. In addition to the units approved for purchase in 2022, four additional restroom and shower units are required by the Building Code to serve the increased number of site residents in housing provided by the Phase IV custom containers.

The design of the additional four units has already been reviewed and approved by HCD, therefor no additional engineering services are required. On May 16, 2024, Linked Equipment provided proposals for the four additional units as well as panels to enclose the maintenance area behind the units.

Foundation preparation and utility connections for the additional restrooms and showers are included in the Phase II Site Improvement construction work. All information for the additional units, including notations regarding the City's purchase of said materials, have been coordinated into the plans and specifications for the those bid documents, the award of which was approved on July 2, 2024, pursuant to Resolution 2024-116.

The Tracy Homelessness Advisory Committee heard this item on May 21, 2025 and recommended that the City Council adopts the proposed resolution.

FISCAL IMPACT

The Temporary Emergency Homeless Shelter, CIP 71112, is an approved Capital Improvement Project with a total budget of $22,255,348. There are sufficient funds available in the project for the proposed Amendment with the Vendor, with funding as follows:

Funding Source	Budget	Expenses	Balance
American Rescue Plan Act - City of Tracy	$4,500,000	$4,451,614	$48,386
Housing Asset Funds	$690,000	$448,989	$241,011
HHAP	$329,240	$329,240	$0
HHAP R2	$414,042	$414,042	$0
CDBG (4 Grants)	$836,294	$836,294	$0
CDBG FY 2022	$162,094	$0	$162,094
CDBG FY 2024	$349,167	$349,167	$0
San Joaquin County (ARPA) R1	$3,661,113	$3,661,113	$0
San Joaquin County (ARPA) R2	$7,167,798	$7,167,798	$0
Federal (Harder) Grant	$3,000,000	$3,000,000	$0
Redevelopment	$1,145,600	$1,145,600	$0
Current Budget	$22,255,348	$21,803,857	$451,491

CEQA/NEPA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be

implemented, referred to as the Temporary Emergency Housing Facility on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code Sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted 2023-2025 Strategic Priorities: Quality of Life Strategy Plan, Goal No. 5, Continue to Implement the Council-Adopted Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Homelessness Advisory Committee recommends that the City Council adopts a resolution (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the purchase of premanufactured custom container units for restrooms and showers from Linked Equipment, LLC. an Arizona Limited Liability Corporation, Tracy Municipal Code Section 2.20.180(b)(4); and (2) approving the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC., for four (4) premanufactured customized containers to provide permanent restrooms and showers to be installed as part of the Phase II 2024 Site Improvements at the Temporary Emergency Housing Facility Project, CIP 71112, at 370 W. Arbor Avenue, for a Not-To-Exceed amount of $448,074.

Prepared by: Flor Robles, Administrative Technician

Reviewed by: Sara Castro, Director of Finance
Brian MacDonald, Director of Parks, Recreation and Community Services
Arturo M. Sanchez, Assistant City Manager
Matthew Summers, Interim Assistant City Attorney

Approved by: Karin Schnaider, Assistant City Manager

Attachments:

Attachment A-Purchase Agreement with Linked Equipment, LLC.
Attachment B-Resolution 2022-099

CITY OF TRACY
PURCHASE AGREEMENT FOR GOODS COMMODITIES,
AND ANCILLARY SERVICES WITH LINKED EQUIPMENT, LLC.
PHOENIX, ARIZONA

This Purchase Agreement for Goods, Commodities, and Ancillary Services (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Linked Equipment, LLC. an Arizona Limited Liability Corporation (LLC) (**Vendor**). City and Vendor are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. City is actively pursuing the construction of the Temporary Emergency Housing Facility (**Project**), which consists of four construction phases, to provide housing on a nightly basis to unhoused residents in the City, along with ancillary services, on a City-owned property of 4.8 acres located at 370 W. Arbor Avenue (**Project Site**).

B. The Vendor was determined during the initial project design phase to be the only vendor that both complied with the California Department of Housing and Community Development (HCD) requirements and was willing to meet the City's specifications for construction of custom premanufactured container units for restroom, shower, laundry, and mechanical structures for Phase II of the Project. -

C. Phase IV of the Temporary Emergency Housing Facility Project consists of 38 beds provided through custom containers and was completed in December of 2023. Restrooms and showers for Phase IV are currently being provided by temporary restrooms and showers. Four additional custom premanufactured container units are required to provide permanent restrooms and shower facilities for the Phase IV occupants.

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D. Installation of the four additional permanent restrooms and showers, to serve the Phase IV occupants, have been included in the Phase II Site Improvement construction contract.

This agreement is executed pursuant to Section 2.20.180 of Municipal Code as compliance with the formal procedures is not in the best interests of the City because Vendor has an agreement with City to procure similar restrooms and shower facilities for Phase 2 and at was the only Vendor at that time who would comply with the California Department of Housing and Community Development procedures and was willing to meet the City's specifications for construction of these units. **Now, therefore, the Parties mutually agree as follows:**

1. CITY PURCHASE.

1.1. GOODS. The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in the attached **Exhibit A** and incorporated by reference. The Goods shall comply with all of the standards and specifications outlined in **Exhibit A**.

2. **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution of Goods without the prior written authorization of the City. All Goods shall be manufactured by or under the direct supervision of, the Vendor's Authorized Representative: Mark Pike, President. Vendor shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.

3. **DELIVERY DATES.** The Goods must be shipped and must arrive at the destination of 370 W Arbor Avenue, Tracy CA, 95304 and Ancillary Services must be provided by the Vendor as outlined in the detailed Delivery Timeline, specified in **Exhibit B. Exhibit B** specifies the outside delivery date of all Goods, as required by the City. However, Vendor seek additional time to verify the specific delivery dates of each batch of Goods, and the City agrees that the Vendor can provide that written confirmation prior to payment by the City of any Invoice. Vendor and City shall agree upon such specific delivery dates and documents as **Exhibit B** to this Agreement.

3.1 In the event the City elects not to terminate this Agreement if Seller fails to comply with the Delivery Date, Seller agrees to immediately pay City liquidated damages in accordance with the terms and conditions set forth in in Exhibit B hereto, if any ("Delay Costs"). Seller acknowledges the Late Costs are a reasonable and accurate measure of actual damages and costs incurred by the City as a result of Seller's delays in complying with the Delivery Date and agrees to pay the Delay Costs as further consideration for the mutual covenants herein.

4. **PURCHASE PRICE**. City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit C**, attached and incorporated by reference.

4.1 **NOT TO EXCEED AMOUNT.** Vendor's total contract amount, for the aggregate of the Goods under this Agreement shall not exceed $ 448,074.00 No work shall be performed by Vendor in excess of the total contract amount provided in this section without the City's prior written approval.

4.2 **INVOICES.** Vendor shall submit invoices per the outlined schedule in Purchase of Goods in Exhibit C. Vendor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Vendor.

4.3 **PAYMENT**. Within 30 days after the City's receipt of the invoice, City shall make payment to the Vendor based upon the Goods and Ancillary Services described on the invoice and approved by the City.

City shall not have an obligation to remit any payments for damaged Goods, Good that are not accepted in writing or delivery of Goods beyond the deadlines agreed upon by the parties in Exhibit B.

5. **CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel any portion of this Purchase Agreement at any time prior to the delivery of Goods and Ancillary Services, with or without cause, by giving Vendor written notice, provided that if

the termination is without cause, then Vendor shall be entitled to payment for the value of the percentage of completion as to any units already under production to the extent such amount of the amount in excess of any down payment amounts previously paid by the City. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail.

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

7. **DELIVERY RISK OF LOSS.** All orders will be Free on Board (**FOB**) origin if not otherwise specified. Risk of loss or damage to the Goods shall remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods 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 Goods and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods that do not conform to the terms and conditions outlined under **Exhibit A**. Any Goods rejected may be returned to the Vendor at the Vendor's risk and expense.

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

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

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

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

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

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

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

9.4 **ENDORSEMENTS**. Vendor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

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

9.6 **INSURANCE CERTIFICATE.** Vendor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

9.7 **SUBSTITUTE CERTIFICATES**. Vendor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

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

10. PACKING AND SHIPPING. Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Goods must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, and Purchase Agreement Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.

11. **TAXES**. The Vendor must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing of Goods; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Purchase Agreement, the Purchase Price will not be considered to include California state and city sales or use tax.

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

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

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

13.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

14. **REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS**. Vendor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

15. **NOTICES.** All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed

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

To City:
Brian MacDonald
Director of Parks & Recreation
City of Tracy,
333 Civic Center Plaza
Tracy, CA 95376

To Vendor:
Mark Pike
President
Linked Equipment, LLC.
3454 East Illini
Phoenix, AZ 85040

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

16. MISCELLANEOUS

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

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

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

16.4 ASSIGNMENT AND DELEGATION. Vendor may not assign, transfer, or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be consent to any subsequent assignment.

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

16.6 COMPLIANCE WITH THE LAW. Vendor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

16.6.1 HAZARDOUS MATERIAL. Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

16.6.2 NON-DISCRIMINATION. Vendor represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any

third-party vendor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Vendor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

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

16.8 **BUSINESS LICENSE.** Before the City signs this Agreement, Vendor shall obtain a City of Tracy Business License. Vendor shall maintain an active City of Tracy Business License during the term of this Agreement.

16.9 **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

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

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

16.12 **CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Vendor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Vendor's proposal (if any), the Exhibits shall control.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____
By: Dan Arriola
Title: Mayor
Date: _____

Attest:

_____
April Quintanilla, City Clerk

Approved as to form:

_____
Matthew Summers
Interim City Attorney

Vendor

Linked Equipment, LLC. (An Arizona LLC)
Mark Pike
_____
By: Mark Pike
Title: CEO / Managing Member
Date: 05-07-2025

Federal Employer Tax ID No. 45-5270792

Exhibits:

A	Description of Goods
B	Delivery Timeline
C	Purchase Price and Payment Terms

EXHIBIT A – DESCRIPTION OF GOODS

A. The Vendor shall fabricate and deliver to the City a total of four (4) new steel shipping containers that meet the following specifications.

1) Two restroom containers will be twenty (20) feet long and nine and a half (9.5) feet high;
2) Two shower containers will be forty (40) feet long and nine and a half (9.5) feet high;
3) The shower and restroom containers will be manufactured per the State approved plans used for the restroom and shower structures per the City specifications, attached for reference:
4) All containers shall meet the following additional design specifications of the City;
    a. Each restroom structure will include one (1) restroom of a size and configuration that complies with the requirements set forth in the Americans with Disabilities Act (ADA) for accessible restroom and two standard restrooms. All restrooms must comply with the California Building Code.
    b. Each shower structure will include three (3) shower rooms of a size and configuration that complies with the requirements set forth in the Americans with Disabilities Act (ADA) for accessible showers and two standard shower rooms. All restrooms must comply with the California Building Code.
    c. Each container will include; R-19 closed cell spray foam insultation under the bottom of the unit, minimum R-19 equivalent insulation in all walls and ceiling, provided by R-6 rated wrap and R-13 rated bat insulation, automatic daw to dusk dome lights mounted over exterior doors, one Daikon minim-spilt condenser unit, and exterior rated 125A electrical panel with main shut off, walls will be framed with 2x4 wood studs and finished with (drywall, plastic wall board) sheet flooring and epoxy paint shall be applied to the exterior of the containers in the two colors designated by the City.

Materials cut sheets are included as **Exhibit A-5**

5) All containers shall be constructed following the Linked Equipment Quality Assurance Manual detailing the manufacturing protocols required for approval by the California Department of Housing and Community Development (HCD), stamped approved by Radco, a California Department of Housing and Community Development approved third party design approval agency, attached as **Exhibit A-4**

The Vendor shall manufacture the structures as described in the attached quotes and descriptions, fabricating all required components, and providing all labor and materials, and shipping the completed the pre-manufactured structures to the City's project site to arrive at a time coordinated with the City and the City's general construction contractor. The Vendor shall also fabricate and provide one set of enclosure panels to secure the maintenance area between the various structures.

The descriptions of each pre-manufactured structure can be found on the attached exhibits:
Exhibit A-1 – Twenty Foot Restroom Structures (2)
Exhibit A-2 – Forty Foot Shower Structures (2)
Exhibit A-3 - Enclosure Panels**.**
Exhibit A-4 – Quality Assurance and Quality Control Manual
Exhibit A-5 – Material Cut Sheets

EXHIBIT B - Delivery Coordination and Schedule

The delivery of the four completed restroom and shower units, including all associated enclosure panels, shall be coordinated with the City and the City's general construction contractor following execution of the Agreement and before issuance of the formal Notice to Proceed.

The Notice to Proceed will be issued by the City and transmitted via email to the Vendor once the City, its general construction contractor, and the Vendor have coordinated and mutually agreed upon a delivery schedule, which shall be submitted in writing to the City and approved. Delivery is currently anticipated to occur in September 2025.

The delivery schedule shall reflect the projected timeline for completion of the custom container units and shall identify all key milestones in the manufacturing process. This includes, but is not limited to, the timing of material orders, expected delivery of critical path components, required inspections and approvals, pressure testing of all plumbing systems, and installation of all finish materials and fixtures.

The Vendor shall immediately notify the City of any delays in the shipment of, or receipt of any critical path items that may impact the delivery timeline.

Delay Costs for Late Delivery

If, for some reason, the Vendor fails to meet the agreed-upon delivery date. In that case, the Vendor shall immediately compensate the City in an amount equal to five percent (5%) of the total purchase price for every seven (7) calendar days the goods remain undelivered in full compliance with this Agreement, unless the City elects to terminate the Agreement. These delay costs are in addition to any other remedies available to the City and are intended as a reasonable estimate of the damages the City may incur as a result of such delay.

EXHIBIT C – PURCHASE PRICE AND PAYMENT SCHEDULE

Goods as described in Exhibit A: FOB 370 W. Arbor Avenue, Tracy, California

CUSTOM CONTAINER	QUANTITY	UNIT COST	TOTAL
Premanufactured Restroom Unit	2	$ 63,750	$ 149,000.00
2 Premanufactured Shower Unit	2	$ 110,766	$ 251,800.00
Enclosure Panels	1	$ 2,660	$ 6,540.00
10% Contingency			$ 40,734.00

NOT-TO-EXCEED **TOTAL $ 448,074.00**

PAYMENT TERMS

After Vendor receipt of executed Agreement and Notice to Proceed, invoices shall be submitted on the following schedule:

Payment for Goods

1. 25% deposit for each unit when verification is provided by the Vendor to the City that container orders have been placed and container delivery dates are confirmed per the schedule coordinated with the City and the City's general construction contractor.
2. 25% progress payment for each unit upon City receipt of inspection report of mechanical and plumbing rough in, and approval by the 3rd party inspector, for the California Department of Housing and Community Development, of all framing, plumbing, mechanical and electrical rough in, prior to installation of finished walls and fixtures.
3. 25% progress payment for each unit upon City receipt of final inspection report and approval by the 3rd party inspector, for the California Department of Housing and Community Development, and shipment of completed custom container units to the City project site per the schedule coordinated with the City and the City's general construction contractor.
4. 25% final payment for each unit upon City inspection and formal written acceptance of each completed custom container on the City project site, and upon receipt of final As Built drawings for the completed units.

EXHIBIT A-1

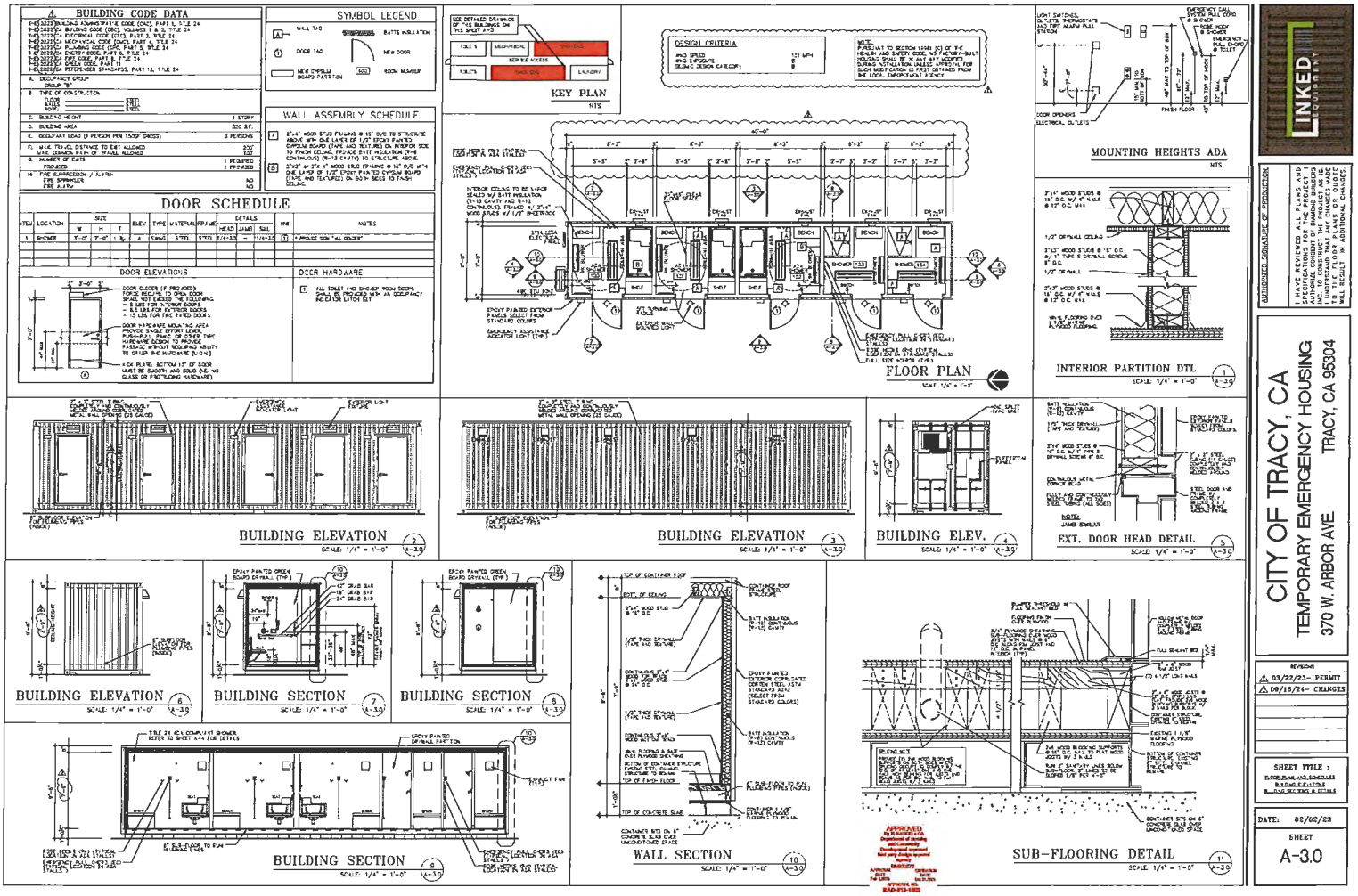
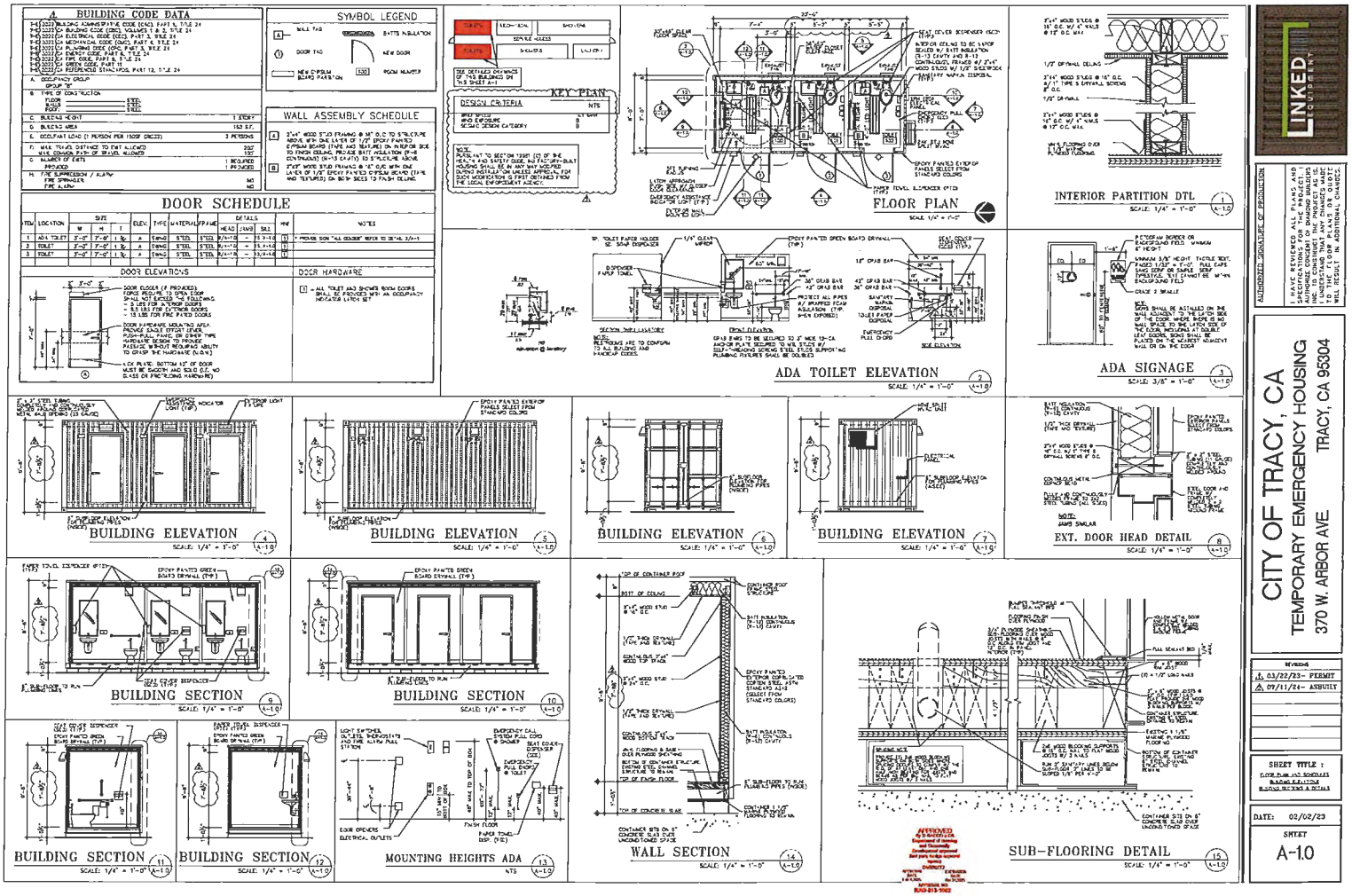

BUILDING CODE DATA
SYMBOL LEGEND
WALL ASSEMBLY SCHEDULE
DOOR SCHEDULE
DOOR ELEVATIONS
DOOR HARDWARE
KEY PLAN
DESIGN CRITERIA
FLOOR PLAN
MOUNTING HEIGHTS ADA
INTERIOR PARTITION DTL
BUILDING ELEVATION
BUILDING ELEVATION
BUILDING ELEV.
EXT. DOOR HEAD DETAIL
BUILDING ELEVATION
BUILDING SECTION
BUILDING SECTION
BUILDING SECTION
WALL SECTION
SUB-FLOORING DETAIL
CITY OF TRACY, CA
TEMPORARY EMERGENCY HOUSING
370 W. ARBOR AVE
TRACY, CA 95304
SHEET TITLE :
DATE: 02/02/23
SHEET
A-3.0

EXHIBIT A-2


BUILDING CODE DATA
SYMBOL LEGEND
WALL ASSEMBLY SCHEDULE
DOOR SCHEDULE
DOOR ELEVATIONS
DOOR HARDWARE
KEY PLAN
FLOOR PLAN
INTERIOR PARTITION DTL
ADA TOILET ELEVATION
ADA SIGNAGE
BUILDING ELEVATION
BUILDING ELEVATION
BUILDING ELEVATION
BUILDING ELEVATION
EXT. DOOR HEAD DETAIL
BUILDING SECTION
BUILDING SECTION
BUILDING SECTION
BUILDING SECTION
MOUNTING HEIGHTS ADA
WALL SECTION
SUB-FLOORING DETAIL
LINKED EQUITY
CITY OF TRACY, CA
TEMPORARY EMERGENCY HOUSING
370 W. ARBOR AVE
TRACY, CA 95304
03/22/23- PERMIT
09/11/24- ASBUILT
SHEET TITLE :
DATE: 02/02/23
SHEET
A-1.0

Released by Rachit Samarth on Apr 25, 2025 **Released**

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
Cell: +16083456370

Job Address:
City of Tracy, 370 W Arbor Ave
Tracy, CA

Print Date: 4-28-2025

Proposal for Panels for new buildings

Dear: Jessica and Brian,

The following is a list of materials and labor utilized for your side panels:



IMG_7807.jpg



IMG_7808.jpg

Panel Drawing.pdf

Items	Description	Qty/Unit
Miscellaneous	Unforeseen expenses	1
Labor	general construction, plumbing, electrical, painting, welding	40
Metal	8' tall X 4'6" wide panel built using 2" tubing and container panels to match the older set of 6 buildings	2
Exterior Paint	Paint to match the exterior paint of container buildings	5
COSP - MATERIALS - Welding	Welding Material	1

Total Price: $6,540.00

The price with delivery for both units is: $6540.00

We can have the building built within 6 to 8 weeks of deposit depending on the state approval

Thank you

Mark Pike

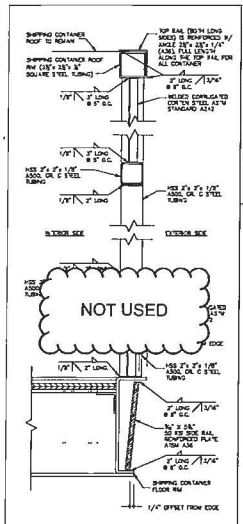
Linked Equipment LLC
3454 East Illini Street
Phoenix, AZ 85040
480-560-5221 cell
602-314-6020 ex 413 office

I confirm that my action here represents my electronic signature and is binding.

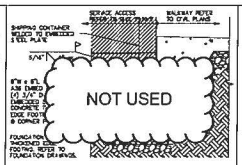
Signature: _____

Date: _____

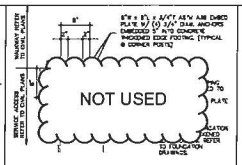
Print Name: _____



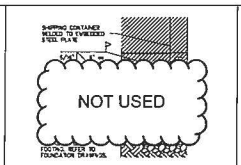
OPENING FRAMING CONNECTIONS
SCALE: 3/4" = 1'-0" (1 A-6.2)



STEEL PLATE SECTION
SCALE: 3/4" = 1'-0" (2 A-6.2)



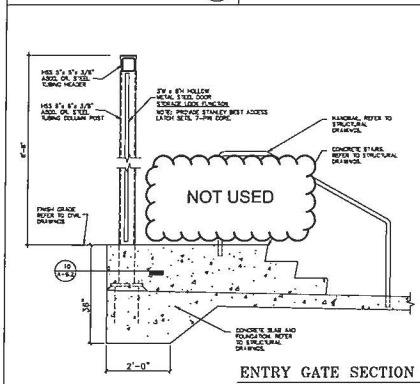
STEEL PLATE DETAIL
SCALE: 1" = 1'-0" (3 A-6.2)



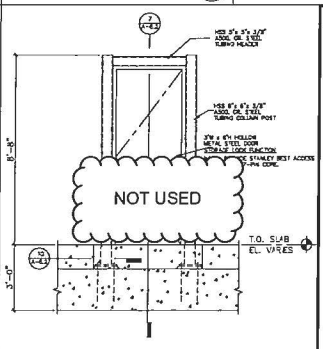
STEEL PLATE SECTION
SCALE: 3/4" = 1'-0" (4 A-6.2)

NOT USED
SCALE: 1/4" = 1'-0" (5 A-6.2)

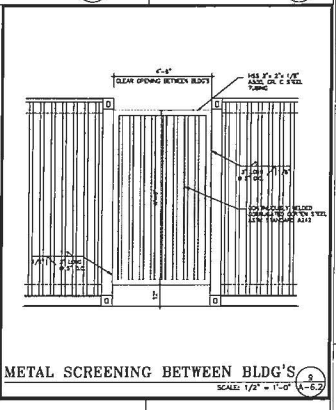
NOT USED
SCALE: 1/4" = 1'-0" (6 A-6.2)



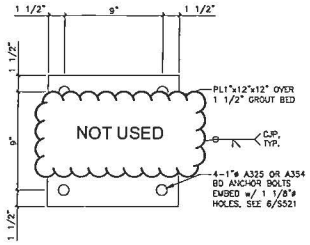
ENTRY GATE SECTION
SCALE: 3/4" = 1'-0" (7 A-6.2)



ENTRY GATE ELEVATION
SCALE: 1/2" = 1'-0" (8 A-6.2)



METAL SCREENING BETWEEN BLDG'S
SCALE: 1/2" = 1'-0" (9 A-6.2)



COLUMN BASE PLATE
SCALE: 1/4" = 1'-0" (10 A-6.2)

NOT USED
SCALE: 1/4" = 1'-0" (11 A-6.2)

NOT USED
SCALE: 1/4" = 1'-0" (12 A-6.2)

NOT USED
SCALE: 1/4" = 1'-0" (13 A-6.2)

NOT USED
SCALE: 1/4" = 1'-0" (14 A-6.2)

NOT USED
SCALE: 1/4" = 1'-0" (15 A-6.2)

NOT USED
SCALE: 1/4" = 1'-0" (16 A-6.2)

NOT USED
SCALE: 1/4" = 1'-0" (17 A-6.2)

NOT USED
SCALE: 1/4" = 1'-0" (18 A-6.2)

PROFESSIONAL SEAL

Dr. Al Gonzalez P.E.
DDTec Engineering
424 Jefferson Street
St. Charles, MO 63301
Ph 636-724-9872
Fx 636-724-9032
WWW.DDTECENGINEERING.COM
ALG@DDTECENGINEERING.COM

LINKED EQUIPMENT

CITY OF TRACY, CA
TEMPORARY EMERGENCY HOUSING
370 W. ARBOR AVE. TRACY, CA 95304

REVISION: -
DATE: -
REVISION: -
DATE: -
REVISION: -
DATE: -
ISSUE DATE: 12/19/2022
CAD FILE: 2212058
DRAWN BY: AE
CHECKED BY: ALG
DESIGNED BY: ALG

SHEET TITLE:
STRUCTURAL DETAILS

SHEET NUMBER:
A-6.2

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
Cell: +16083456370

Job Address:
City of Tracy, 370 W Arbor Ave
Tracy, CA

Proposal for New 40' Showers for City of Tracy

Print Date: 5-7-2025

Dear: Jessica and Brian

Thank you for contacting us about the possibility of custom designing and building your two 40’ shower units to suit your needs. Our process of custom transforming new one-trip shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building has equipment with three ADA showers and two 32" x 32" standard showers. The HVAC system in these buildings is the Daikin split system. The unit is highly efficient and has an estimated 30-year lifespan. (48,000 BTU with five 9000 BTU blowers)

The following is a list of materials and labor utilized for your 40’ shower unit:

Attachments







Items	Description	Qty/Unit
Wall Panels (FRP)	FRP panels	100
Light Switches	light switch in each room with occupancy sensor	10
CONTAINER - 40' - NEW (ONE TRIP)	new one trip 40' HC container	2
32 x 32 Shower Stalls	two fiberglass shower stalls, with hooks, curtain, drain and valve in each building	4
Miscellaneous	unforeseen	1
COSP - MATERIALS - Welding	Gas, copper, grinding wheels, sanding paper	2
Transportation	Longbeach to Phoenix	2
Dome Lights	Exterior Lights (1 per door) with dawn-dusk sensor	10
Bench	Salsbury Industries18 in. H x 36 in. W x 9 1/2 in. D Wood Locker Bench in Light Brown Wood	10
Flooring - Sub Floor	six inch sub floor with 3/4 plywood	2
Wall Panel Moulding (FRP)	molding match the white FRP	2
Labor	general construction, electrical, plumbing, painting welding	500
Exterior Paint	exterior paint color choice by customer. Match previous build	20
Customer Container Delivery	Phoenix to Tracy CA	2
Electric Panel	125 amp electrical panel with breakers, BX wire, fitting extra jay box for emergency pull stations. INCLUDING MAIN SHUT OFF SAME AS DORMS	2
Daikin Mini Split HVAC	48,000 BTU five 9000 BTU blowers	2
Exhaust Fans	small exhaust fans SAME AS PREVIOUS BUILT. THEY ARE CONTROLLED BY LIGHT SWITCH	10
Doors & Frames	Ten industrial metal doors with OCCUPANCY INDICATORS -ADA TO MATCH PREVIOUS UNITS	10
Plumbing Materials	pipe, pex, fittings	2
Vinyl flooring	industrial rubber flooring also four inches up the wall as base board to insure a easy cleaning.	2
Wood studs and tracking	wood stud's and tracking	2
Insulation	R-19 walls and floor, ceiling. R6 reflective vapor barrier that meets Title 24 requirements for walls and ceiling.	2
SheetRock	1/2 sheet rock install only no tape and texture green board around the shower	100
ADA Shower stall	six 60" ADA ROLL-IN SHOWER STALLS with benches inside	6
Floor Drains	Trench Shower Drain in front of each ADA shower	6
METAL - SQUARE - 2-IN	twelve sticks of two inch tubing to frame doors and exhaust fans	12
Emergency Exit Signs	Bug-Eye Emergency Lights w/ Battery Back-Up	10
4' LED Light	4' LED lights in ALL ROOMS	10
Emergency pull station	EDWARDS SIGNALING Horn and Strobe Kit: 5 13/16 in Overall Wd, 120V AC	10
Mirrors	Stainless Steel high-reflective surface with security screws FULL LENGTH IN SHOWERS	10
Floor Drains	ZURN Floor drains IN STANDARD SHOWERS	4
custom shelves	Shelves next to ADA showers Wire shelving to match prior build	6
Hooks	Robe Hook	10

Items	Description	Qty/Unit
Radco	Third Party Inspection, insignias	2
Exterior GFI	110V GFI OUTLET BY HVAC OUTSIDE	2
industrial Flooring	industrial rubber flooring also four inches up the wall as base board to insure a easy cleaning. IT IS FOR THE FLOORING FOR MECHANICAL UNIT AS PER THE CONVERSATION BETWEEN MARK AND BRIAN.	1
INSULATION - SPRAY FOAM - CLOSED CELL	2" Closed cell spray foam insulation that provides R14 value	2

Total Price: $251,800.00

The price with delivery for both shower buildings is: $251,800.00

We can have the building built within 10 to 12 weeks of deposit.

Thank you

Mark Pike

Linked Equipment LLC

3454 East Illini Street

Phoenix, AZ 85040

480-560-5221 cell

602-314-6020 ex 413 office

BUILDING CODE DATA

THE 2022 BUILDING ADMINISTRATIVE CODE (CAC), PART 1, TITLE 24
THE 2022 CA BUILDING CODE (CBC), VOLUMES 1 & 2, TITLE 24
THE 2022 CA ELECTRICAL CODE (CEC), PART 3, TITLE 24
THE 2022 CA MECHANICAL CODE (CMC), PART 4, TITLE 24
THE 2022 CA PLUMBING CODE (CPC, PART 5, TITLE 24
THE 2022 CA ENERGY CODE, PART 6, TITLE 24
THE 2022 CA FIRE CODE, PART 9, TITLE 24
THE 2022 CA GREEN CODE, PART 11
THE 2022 CA REFERENCED STANDARDS, PART 12, TITLE 24

A.	OCCUPANCY GROUP GROUP "B"	
B.	TYPE OF CONSTRUCTION FLOOR: CONCRETE SLAB WALLS: STEEL ROOF: STEEL	
C.	BUILDING HEIGHT	1 STORY
D.	BUILDING AREA	320 S.F.
E.	OCCUPANT LOAD (1 PERSON PER 150SF GROSS)	3 PERSONS
F.	MAX. TRAVEL DISTANCE TO EXIT ALLOWED MAX. COMMON PATH OF TRAVEL ALLOWED	200' 100'
G.	NUMBER OF EXITS PROVIDED	1 REQUIRED 1 PROVIDED
H.	FIRE SUPPRESSION / ALARM: FIRE SPRINKLER: FIRE ALARM:	 NO NO

SYMBOL LEGEND

- A — WALL TAG
- 1 — DOOR TAG
- NEW GYPSUM BOARD PARTITION
- BATTS INSULATION
- NEW DOOR
- 100 — ROOM NUMBER

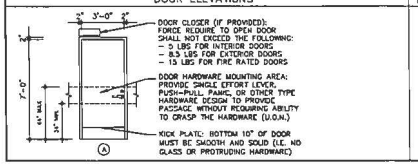
WALL ASSEMBLY SCHEDULE

A	2"x4" WOOD STUD FRAMING @ 16" O/C TO STRUCTURE ABOVE WITH ONE LAYER OF 1/2" EPOXY PAINTED GYPSUM BOARD (TAPE AND TEXTURE) ON INTERIOR SIDE TO FINISH CEILING, PROVIDE BATT INSULATION (R-8 CONTINUOUS) (R-13 CAVITY) TO STRUCTURE ABOVE.
B	2"x2" or 2"x 4" WOOD STUD FRAMING @ 16" O/C WITH ONE LAYER OF 1/2" EPOXY PAINTED GYPSUM BOARD (TAPE AND TEXTURED) ON BOTH SIDES TO FINISH CEILING

DOOR SCHEDULE

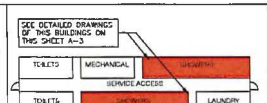
ITEM	LOCATION	SIZE W	SIZE H	SIZE T	ELEV.	TYPE	MATERIAL	FRAME	DETAILS HEAD	DETAILS JAMB	DETAILS SILL	HW	NOTES
1	SHOWER	3'-0"	7'-0"	1 3/4"	A	SWING	STEEL	STEEL	11/A-3.0	–	11/A-3.0	1	* PROVIDE SIGN "ALL GENDER"

DOOR ELEVATIONS



DOOR HARDWARE

1 ALL TOILET AND SHOWER ROOM DOORS SHALL BE PROVIDED WITH AN OCCUPANCY INDICATOR LATCH SET.

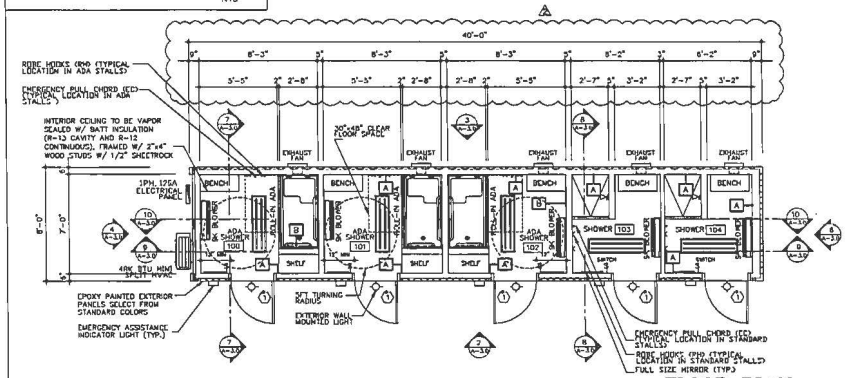


KEY PLAN
NTS

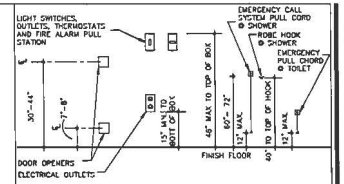
DESIGN CRITERIA

WIND SPEED	101 MPH
WIND EXPOSURE	B
SEISMIC DESIGN CATEGORY	B

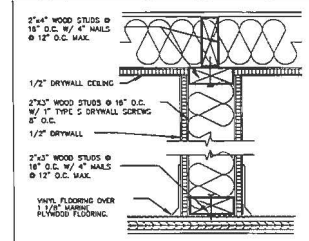
NOTE:
PURSUANT TO SECTION 19981 (C) OF THE HEALTH AND SAFETY CODE, NO FACTORY-BUILT HOUSING SHALL BE IN ANY WAY MODIFIED DURING INSTALLATION UNLESS APPROVAL FOR SUCH MODIFICATION IS FIRST OBTAINED FROM THE LOCAL ENFORCEMENT AGENCY.



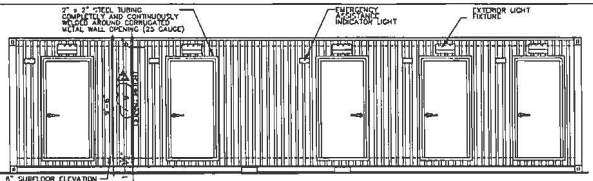
FLOOR PLAN
SCALE: 1/4" = 1'-0"



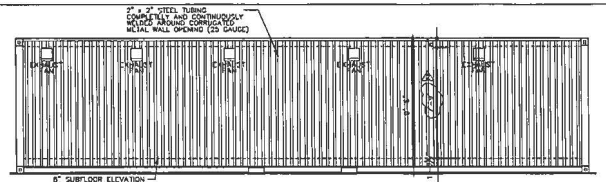
MOUNTING HEIGHTS ADA
NTS



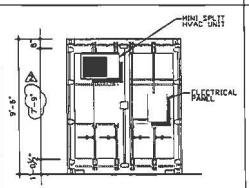
INTERIOR PARTITION DTL
SCALE: 1/4" = 1'-0"
1 A-3.0



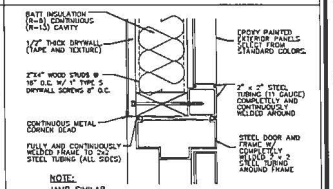
BUILDING ELEVATION
SCALE: 1/4" = 1'-0"
2 A-3.0



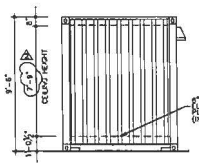
BUILDING ELEVATION
SCALE: 1/4" = 1'-0"
3 A-3.0



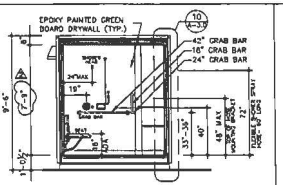
BUILDING ELEV.
SCALE: 1/4" = 1'-0"
4 A-3.0



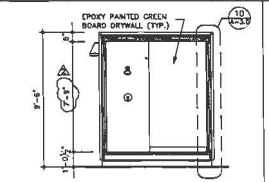
EXT. DOOR HEAD DETAIL
SCALE: 1/4" = 1'-0"
5 A-3.0



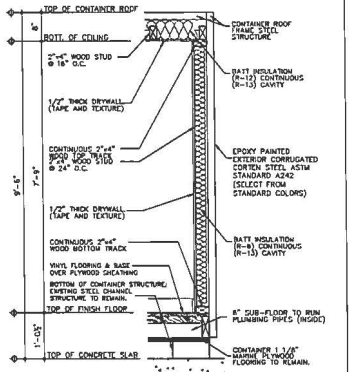
BUILDING ELEVATION
SCALE: 1/4" = 1'-0"
6 A-3.0



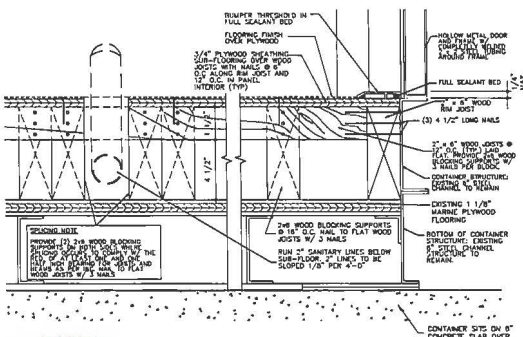
BUILDING SECTION
SCALE: 1/4" = 1'-0"
7 A-3.0



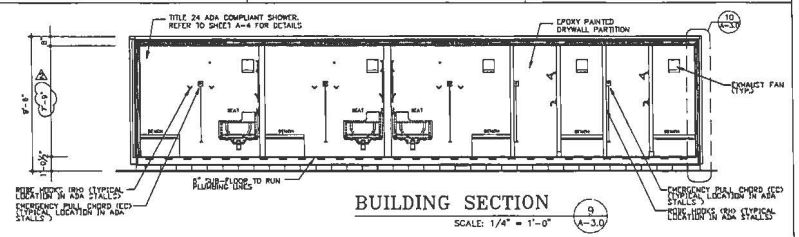
BUILDING SECTION
SCALE: 1/4" = 1'-0"
8 A-3.0



WALL SECTION
SCALE: 1/4" = 1'-0"
10 A-3.0



SUB-FLOORING DETAIL
SCALE: 1/4" = 1'-0"
11 A-3.0



BUILDING SECTION
SCALE: 1/4" = 1'-0"
9 A-3.0

APPROVED
By HCD at 9:14 am, Oct 31, 2024
Department of Housing and Community Development approved third party design approval agency
DMI002772
APPROVAL DATE: Feb 4, 2023
EXPIRATION DATE: Oct 31, 2024
APPROVAL NO. RAD-613-1002

LINKED EQUIPMENT

AUTHORIZED SIGNATURE OF PRODUCTION

I HAVE REVIEWED ALL PLANS AND SPECIFICATIONS FOR THE PROJECT. I AUTHORIZE CONSENT OF DIAMOND BUILDERS INC. TO CONSTRUCT THE PROJECT AS IS. I UNDERSTAND THAT ANY CHANGES MADE TO THE PLANS AND SPECIFICATIONS WILL RESULT IN ADDITIONAL CHANGES.

CITY OF TRACY, CA
TEMPORARY EMERGENCY HOUSING
370 W. ARBOR AVE. TRACY, CA 95304

REVISIONS
- 03/22/23- PERMIT
- 09/16/24- CHANGES

SHEET TITLE :
FLOOR PLAN AND SCHEDULES
BUILDING ELEVATIONS
BUILDING SECTIONS & DETAILS

DATE: 02/02/23

SHEET
A-3.0

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
Cell: +16083456370

Job Address:
City of Tracy, 370 W Arbor Ave
Tracy, CA

Proposal for New 20' Restroom for City of Tracy

Print Date: 5-7-2025

Dear: Jessica and Brian,

Thank you for contacting us about the possibility of custom designing and building your 20’ unit to suit your needs. Our process of custom transforming new one-trip shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building is equipped with three restrooms. The HVAC system in these buildings is the Daikin mini split system, the unit is highly efficient and has an estimated 30-year lifespan. (24000 BTU)

The following is a list of materials and labor utilized for your 20’ restroom unit:

Attachments

RADCO stamped ...






Items	Description	Qty/Unit
#Customer Container Delivery	Phoenix to Tracy CA	2
DRYWALL	1/2" sheetrock installed	54
Wall Panels (FRP)	FRP walls and ceiling	54
Plumbing Materials	pipes and fittings	2
Light Switches	switch in each room WITH OCCUPANCY SENSOR	6
Stud & Track	Wood studs	2
Exhaust fans & Vents	1 EXHAUST FAN PER TOILET ROOM. THEY ARE CONTROLLED BY LIGHT SWITCH	6
EXTERIOR - Doors	Steel commercial doors with occupancy deadbolt handles. TO MATCH PREVIOUS UNITS	6
Wall Panel Moulding (FRP)	molding in between each panel	2
COSP - MATERIALS - Welding	gas, pads, grinders, copper	2
Flooring - Sub Floor	six inch sub floor	2
Exterior Paint	Epoxy color of choice two tone	10
Sinks	wall mounted and backing in walls to reinforce sinks	6
Miscellaneous	Unforeseen expenses	1
CONTAINER - 20' - HIGH-CUBE - NEW	New one trip container HC	2
Transportation	Longbeach to Phoenix	2
Electric Panel	125 amp panel E SHUT-OFF SWITCH BREAKERS, BX WIRE, EXTRA J-BOX FOR EMERGENCY PULL STATIONS. INCLUDES MAIN SHUT OFF SAME AS DORMS	2
industrial Flooring	industrial rubber floor with five inches up the wall	2
Daikin Mini Split HVAC	24000 BTU split with three blowers 7000 BTU each plus set lines	2
LED Ceiling Light	four foot ceiling lights LED	6
Dome Lights	ONE LIGHT PER entrance door with dawn to dusk sensor	6
Labor	general construction, plumbing, electrical, painting, welding	450
Rolled Insulation	R-19 insulation walls, floor, and ceiling. R6 reflective vapor barrier that meets Title 24 requirements for walls and ceiling.	2
Floor mounted toilet w/ seat	Flush Valve Toilet: Zurn One(R), 1.28 Gallons per Flush, Elongated Bowl, 10 in Rough-In, Top Spud	6
GFI outlets	110 volt GFI by HVAC outside and 1 by each sink	8
Double roll toilet paper dispenser	double roll	6
ADA Metal Bars	three ADA bars around the toilet	6
Mirrors	Shatterproof Mirror above each sink Stainless Steel high-reflective surface with security screws above each sink to match prior build	6
Paper towel dispenser	Paper towel dispenser	6
Emergency Pull Cords	EDWARDS SIGNALING Horn and Strobe Kit: 5 13/16 in Overall Wd, 120V AC	6
emergency light	Bug-Eye Emergency Battery Back-Up	6
Floor Drains	ZURN Floor drains	6

Items	Description	Qty/Unit
seat cover dispenser	Seat cover dispensers for the lavatories	6
soap dispensers	Touchless soap dispenser	6
Third Party Review	Third Party inspections both rough in and final for both showers and restrooms	1
Hooks	Robe Hooks	6
METAL - SQUARE - 2-IN	2" square tubing to frame doors and exhaust fans	7
INSULATION - SPRAY FOAM - CLOSED CELL	2" Closed cell spray foam under the container to meet the R14 requirement shared	2

Total Price: $149,000.00

The price with delivery for both units is: $149,000.00

We can have the building built within 8 to 10 weeks of deposit

Thank you

Mark Pike

Linked Equipment LLC

3454 East Illini Street

Phoenix, AZ 85040

480-560-5221 cell

602-314-6020 ex 413 office

BUILDING CODE DATA

2022 CBC BUILDING ADMINISTRATIVE CODE (CAC), PART 1, TITLE 24
2022 CBC BUILDING CODE (CBC), VOLUMES 1 & 2, TITLE 24
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2022 CMC MECHANICAL CODE (CMC), PART 4, TITLE 24
2022 CPC PLUMBING CODE (CPC), PART 5, TITLE 24
2022 CEC ENERGY CODE, PART 6, TITLE 24
2022 CFC FIRE CODE, PART 9, TITLE 24
2022 CGBSC GREEN BUILDING STANDARDS CODE, PART 11
2022 CRC REFERENCED STANDARDS, PART 12, TITLE 24

A. OCCUPANCY GROUP
GROUP "B"

B. TYPE OF CONSTRUCTION
FLOOR: WOOD
WALLS: WOOD
ROOF: STEEL

C. BUILDING HEIGHT: 1 STORY
D. BUILDING AREA: 1400 S.F.
E. OCCUPANT LOAD (1 PERSON PER 150SF GROSS): 2 PERSONS
F. MAX. TRAVEL DISTANCE TO EXIT ALLOWED: 200'
MAX. COMMON PATH OF TRAVEL ALLOWED: 100'
G. NUMBER OF EXITS: 1 REQUIRED / 1 PROVIDED
H. FIRE SUPPRESSION / ALARM:
FIRE SPRINKLER: NFS
FIRE ALARM: NFS

SYMBOL LEGEND

A — WALL TAG
① — DOOR TAG
NEW CMU WALL
NEW CERAMIC BOARD PARTITION
BATTS INSULATION
NEW DOOR
150 — ROOM NUMBER

WALL ASSEMBLY SCHEDULE

A — 2"x4" WOOD STUD FRAMING @ 16" O.C. TO STRUCTURE ABOVE, WITH R-13 BATTS IN CAVITY OF 1/2" EPOXY PAINTED GYPSUM BOARD (TAPE AND TEXTURE) ON INTERIOR SIDE TO FINISH CEILING. PROVIDE BATT INSULATION (R-13 CONTINUOUS) (5-1/2 CAVITY) AT STRUCTURE ABOVE.

B — 2"x4" WOOD STUD FRAMING @ 16" O.C. WITH ONE LAYER OF 1/2" EPOXY PAINTED GYPSUM BOARD (TAPE AND TEXTURED) ON BOTH SIDES TO FINISH CEILING.

DOOR SCHEDULE

ITEM	LOCATION	SIZE W	SIZE H	SIZE T	ELEV	TYPE	MATERIAL/FINISH	DETAILS HEAD	DETAILS JAMB	DETAILS SILL	HW	NOTES
1	ADA TOILET	3'-0"	7'-0"	1 3/4	A	SWING	S.STEEL	S.STEEL	8/A4-12	—	13/A4-12	(1)	* PROVIDE SIGN "ALL GENDER" REFER TO DETAIL 2/A4-1
2	TOILET	3'-0"	7'-0"	1 3/4	A	SWING	S.STEEL	S.STEEL	8/A4-12	—	13/A4-12	(1)	
3	TOILET	3'-0"	7'-0"	1 3/4	A	SWING	S.STEEL	S.STEEL	8/A4-12	—	13/A4-12	(1)	

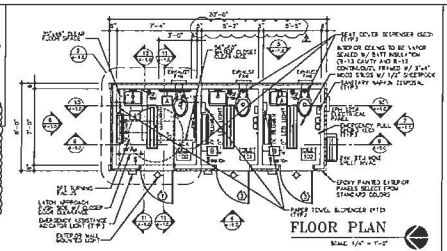
DOOR ELEVATIONS

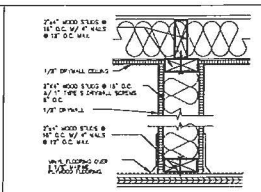


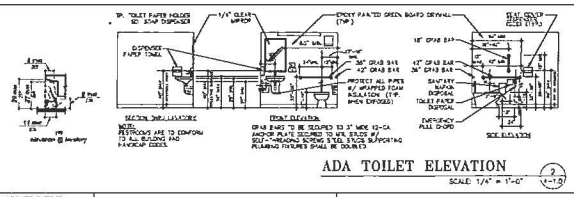
DOOR HARDWARE

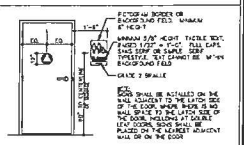
① — ALL TOILET AND SHOWER ROOM DOORS SHALL BE PROVIDED WITH AN OCCUPANCY INDICATOR LATCH SET

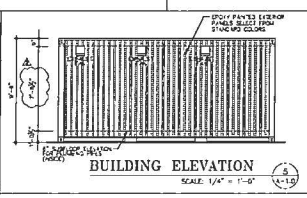


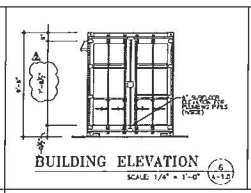


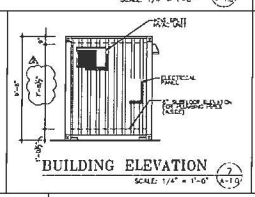


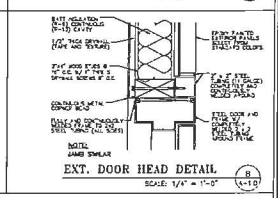


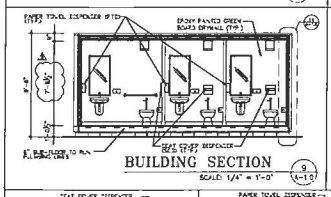


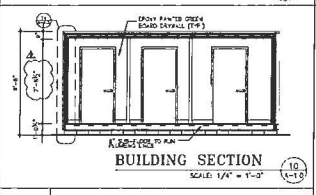


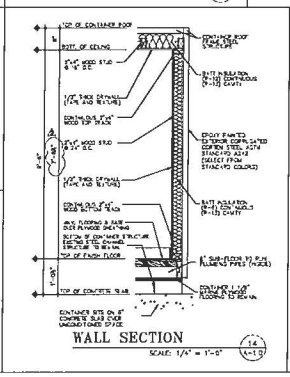


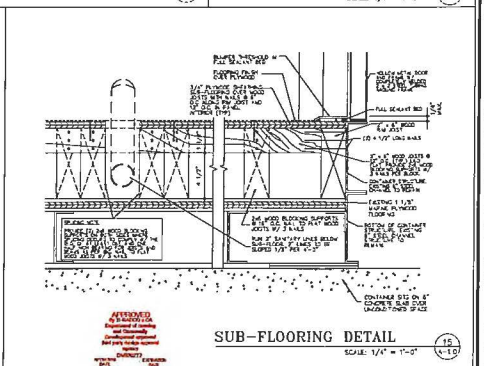


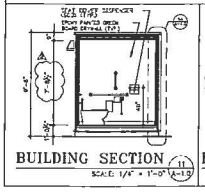


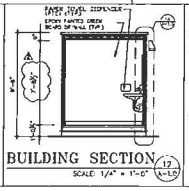


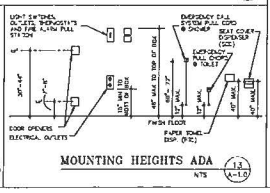












LINKED EQUIPMENT

AUTHORIZED SIGNATURE OF RECOGNITION

I HAVE REVIEWED ALL PLANS AND SPECIFICATIONS FOR THIS PROJECT. AUTHORIZE CONSENT OF SHARING BUILDERS. I UNDERSTAND THAT ANY CHANGES MADE TO THE PLANS OR SPECIFICATIONS MAY WELL RESULT IN ADDITIONAL CHARGES.

CITY OF TRACY, CA

TEMPORARY EMERGENCY HOUSING
370 W. ARBOR AVE TRACY, CA 95304

REVISIONS
03/22/23 - PERMIT
07/11/24 - ASBUILT

SHEET TITLE :
FLOOR PLAN AND SCHEDULES
BUILDING SECTIONS
WALL SECTIONS & DETAILS

DATE: 03/02/23

SHEET
A-1.0

QUALITY ASSURANCE MANUAL

Linked Equipment LLC
3454 E Illini St
Phoenix, AZ, 85040
602-314-6020

www.linkedequipment.com

Originated On: 06/13/2023
Last Updated: 02/12/2024

Applicable to Sate of California Commercial Modular Program Quality Manual

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Title 25, Div 1, Chapter 3, Subchapter 2 Commercial Modulars and SPCMs, Article 1 Administration, Section 4024 - Plan Approval Expiration - Commercial Coaches: (b) System Plan Approvals. System plan approvals, on file with the department, shall expire 15 months from the date of department approval. System plans may be renewed prior to the expiration date by written application to the department."

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QUALITY ASSURANCE SYSTEMS

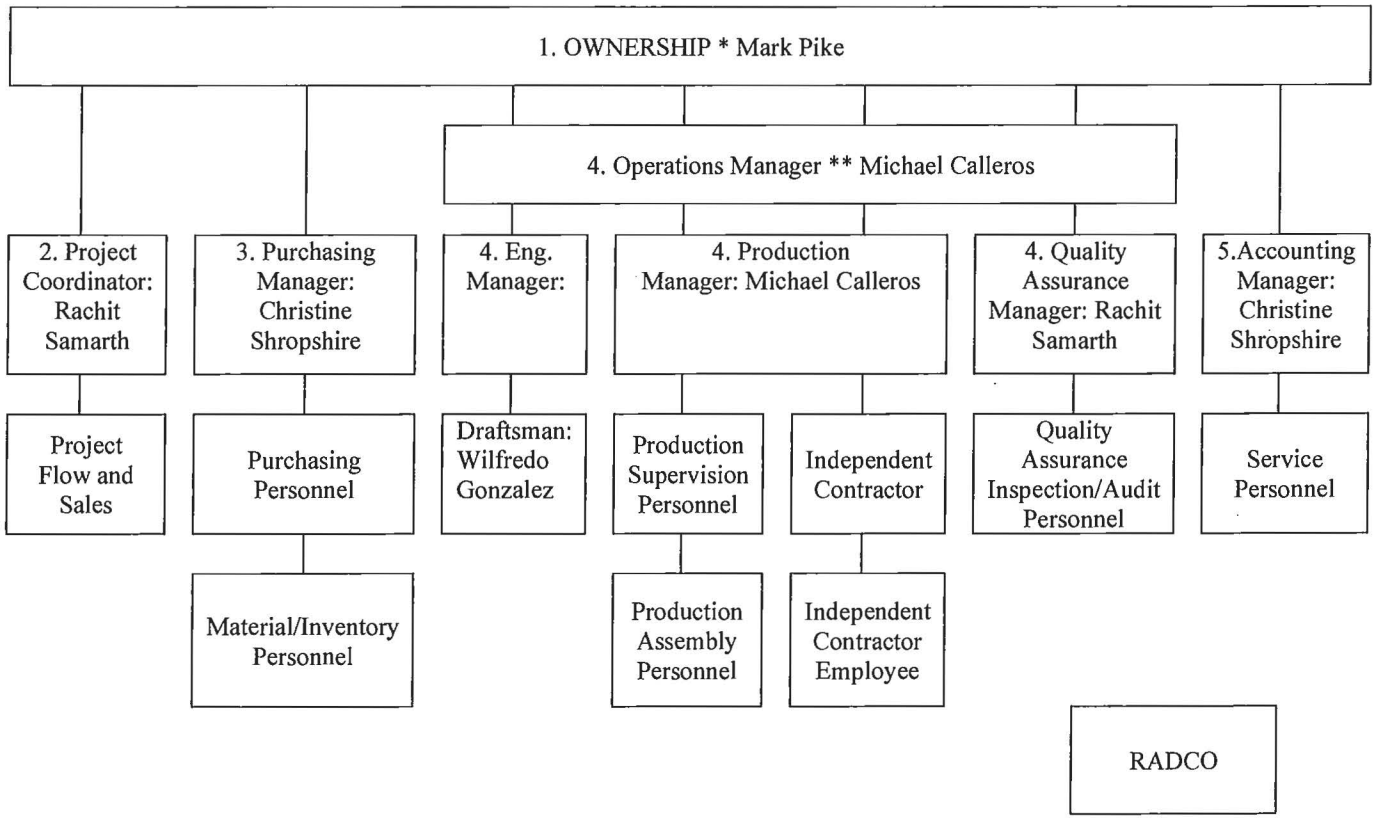
PURPOSE OF QUALITY ASSURANCE MANUAL

The primary purpose of this Quality Assurance Manual is to assure that the Manufacturer shall build their structures in accordance with the accepted designs and adopted codes, regulations, and rules of the authority having jurisdiction. The provisions of the Manufacturer's Quality Manual shall apply to the construction and/or alteration, as applicable, of every sub-assembly and assembly, and sub-system and system of every structure manufactured at this facility.

ORGANIZATIONAL CHART

The organizational chart depicts a general outline of responsible positions in the manufacturing facility. Note: all employees of the Manufacturer are involved in the Quality Assurance process. The titles are noted below, but the number of employees may vary.

The Manufacturer reserves the right to minimize the department size based on business conditions, business economy, structure order backlog, lack of acceptable applicants, or any other conditions that require a smaller department size, so long as the purpose of this Quality Assurance Manual is met.



* First persons responsible for the Quality Assurance program.
** Second persons responsible for the Quality Assurance program.

Employee applications and/or resumes are on file in the Human Resources Department of the Manufacturer.

1. OWNERSHIP *: The Ownership is primarily responsible for overseeing and ensuring the compliance and enforcement of the provisions of this manual.
2. SALES DEPARTMENT
   a. The Sales Manager has the overall responsibility for the Sales department and the Sales personnel.
   b. The Sales Personnel are responsible for gathering information from the end user to write an effective and correct sales order. To begin the quality assurance process correctly, these sales orders must be correct, including the final site location, before they are released to the engineering department for processing.
3. PURCHASING DEPARTMENT

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a. The Purchasing Manager has the overall responsibility for the Purchasing department, the Purchasing personnel, and the Material/Inventory personnel.
b. The Purchasing personnel are responsible for the procurement, receipt and storage of the materials required for construction.
c. The Material/Inventory personnel are responsible for accepting incoming material in accordance with established policy.

4. OPERATIONS **
   a. While the Ownership has the primary responsibility, the Operations Manager has the secondary responsibility for overseeing and ensuring the compliance and enforcement of the provisions of this manual.
   b. The "Operations" are defined as those departments that are directly involved in the Quality Assurance process.
      1. Engineering generates the compliant drawings necessary to build the compliant structure.
      2. Production produces the compliant structure using the compliant drawings.
      3. Quality Assurance monitors the compliant construction using the compliant drawings.
   c. The Operations Manager has oversight of the three departments that are vital to the Quality Assurance process:
      1. ENGINEERING DEPARTMENT
         a. The Engineering Manager has the overall responsibility for the Engineering department and the Drafting personnel.
         b. The Drafting Personnel are responsible for the drawing of the structure for submittal to the proper authorities for approval.
      2. PRODUCTION DEPARTMENT
         a. The Production Manager has the overall responsibility for the Production department and the Production Supervision personnel.
         b. The Production Supervision Personnel are accountable for the completion of the work in their respective departments in conformance with approved drawings and specifications, and for conducting enough inspections necessary to ensure conformance to the requirements. These persons are also responsible for providing resources, including training and supervision, for construction of structures in conformance with approved drawings and specifications.
         c. The Production Assembly personnel are responsible for completing and inspecting their work in conformance with the approved drawings and specifications.
      3. QUALITY ASSURANCE DEPARTMENT
         a. The Quality Assurance Manager has the overall responsibility for the Quality Assurance department and the Quality Assurance Inspection/Audit personnel. The Quality Assurance Manager is also responsible for ensuring that all regulated structures comply with the law, rules, and mandatory building codes and to ensure that only structures in compliance are labeled for the State and to ensure that all structures are constructed in accordance with the approved plans.
         b. The Quality Assurance Inspector/Audit personnel are responsible for identifying where, within the manufacturing process, the assurances described in this manual are not adequate and that the manufacturing is not compliant with the requirements.

5. SERVICE DEPARTMENT
   a. The Service Manager has the overall responsibility for the Service department and the Service personnel.
   b. The Service personnel are responsible for making repairs in the field as requested and/or required by the end user, Manufacturer, or State and/or Local Authorities having jurisdiction. The Service personnel is also asked to assist in identifying and providing feedback to any department listed above on how completed structures do not perform as intended in the field.

The Quality Assurance personnel continually audit the operation of the Quality Assurance program, both the paperwork involved and the actual product quality in each structure. It is the responsibility of the Quality Assurance personnel to take all necessary action to assure that a high degree of quality is maintained throughout the entire assembly line process, thus assuring a finished product of high quality and long life.

All Quality Assurance personnel shall have had a minimum of 2 years of production supervisory experience and/or high school education or equivalent to enable them to evaluate correct construction procedures. All Quality Assurance personnel are those which management feels are capable to positively judge, decipher and criticize the Manufacturer structures. Proper knowledge of the building codes and good construction practice knowledge is also required. Training activities include attendance of personnel at State-sponsored seminars held in various locations. In addition, attendance may be required at seminars by product suppliers on uses and installation of raw materials and products purchased by Manufacturer. Any credentials issued by a State as a Building Inspector, Building Official or licensed trades are encouraged.

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Mark Pike, President and -Owner

Mark has been in business for himself since January of 1986 where he started a charter bus company (Southwest Charter Lines) in Phoenix Arizona, the company was successfully running up to September of 2009. At the peak of Marks career his business had gross revenues of $20 million dollars.

During the period of 2010 to 2012 Mark had opened and operated multiple companies for different individuals that needed help before starting Linked Equipment.

Mark was married in November of 1995 were he and his wife Judy Robinson was happily married until they divorced in March of 2006, Mark continues to have a good relationship with his ex-wife.

Mark had his son Tanner Pike who was born May 31, 1998. Mark enjoys an amazing relationship with his son; his son is currently going to Scottsdale community college getting the general education before starting his major at University of Arizona.

Mark is currently engaged with Amy Bussema, Mark's favorite pastime anything that involves the ocean, travel, hiking, family and staying fit.

Michael Calleros, Operations and Production Manager

Michael Calleros brings twenty-five years of manufacturing and trade skill experience to Linked Equipment. Michael started his career working in the manufacturing and construction industry for Palm Harbor Homes in 1994. Early in his construction career, Michael learned the value of an assembly line in a factory setting. Michael was promoted to a supervisory position in the flooring installation department in 1996. Michael transitioned to the plumbing trade in 1999 and worked on multiple projects over the years. He worked for many years with RG Riggs Plumbing and SAK Electric and Plumbing.

Michael has been the operations and production manager for most of his time with Linked Equipment employment since 2016. Michael is married to Rebeca Ramirez.

Outside of work, Michael enjoys cooking, camping, sports and spending time with family and friends.

Rachit Samarth, Project Coordinator and Quality Assurance Manager

Rachit has over 5 years of experience in different client facing roles and he has over 3 years of supervisory experience managing people and projects. He started his career in hospitality in the year 2017 and performed in a way to be awarded the Best Employee of the Year 2018. Soon 2019 he pursued his MBA in Business Development from Switzerland and worked on 2 projects for Accor and Moncler in 2020.

After completion, he started as a Customer Success Project Manager in 2021 where his major role was to ensure the product meets the requirements and quality standards of the clients. He provided QA support to the production team to ensure the final product is free of any errors.

Soon in 2022 he started working as a freelance Project Manager assisting people to complete home building and renovation projects while making great relationships with the clients and managing stakeholders.

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INSPECTION AND TESTING CRITERIA

All dimensional measurements of components or assembled structures shall be accurate to within +/- ½". Components or assembled structures found not meeting these criteria shall be rejected until replaced, repaired, or corrected per approved designs, specifications and/or requirements.

MANDATORY TESTING

Each of the following tests must be completed for each applicable structure as required by the individual State. If the individual State does not require a specific test, that test may be optionally performed by the Manufacturer.

1. Dielectric strength test
2. Electrical continuity test
3. Electrical polarity test
4. Electrical operational test
5. Gas supply pressure test
6. Water supply pressure test
7. Drain, Waste and Vent (DWV) system test
8. Water tightness test

ADDITIONAL INSPECTIONS AND TESTS

1. Each inspection and test item listed on the traveler will be inspected for, unless:
   a. The inspection or test item is not applicable to the structure.
   b. The inspection or test item is permitted to be inspected or tested at a less than 100% frequency, and a separate log is maintained for the inspections that are made.
2. Testing equipment such as pressure gauges, dial indicators, torque wrenches, dielectric testers, etc. shall be re-calibrated as required by the test equipment manufacturer and be replaced or repaired when they have become damaged. Re-calibration and service dates shall be recorded.

TESTING DESCRIPTIONS, PROCEDURES AND EQUIPMENT

These tests may be performed in any station of the production process so long as the systems to be tested are complete and capable of being inspected in the event of major malfunctions in the system being tested. There is no definitive station that these tests must be performed in, so long as the system being tested is exposed and the tests are performed and completed successfully. Calibrated testing devices shall be checked yearly to assure that the testing device is operating correctly.

DIELECTRIC STRENGTH TEST

The purpose of this test is to assure that the dielectric integrity (insulation) of all branch circuits in a structure is intact using alternating current (AC) or direct current (DC), but not both AC and DC currents on the same structure at the same time.

1. Dielectric strength test equipment:
   a. The listed AC or DC dielectric strength tester must be able to provide the required voltage with an automatic current limiting apparatus under fault conditions, along with audible and/or visual fault detection and visible voltmeter.
   b. The calibration date for the tester shall not be older than the date of the actual dielectric strength test.
   c. The test equipment must be free of visual physical damage. Equipment that has been visually damaged must be calibrated before use.
2. Dielectric strength test preparation:
   a. All branch circuits and wiring must be completed.
   b. All switches and branch circuit breakers shall be placed in the "ON" position.
   c. Items to be removed from test:
      1. For a DC dielectric test
         a. Water heater must be disconnected.
         b. All cord connected and direct-wired appliances, smoke alarms, motion detectors, fluorescent fixtures, GFCI circuits and light bulbs may remain connected.
      2. For an AC dielectric test
         a. Furnace, water heater and direct-wired appliance shall be disconnected.
         b. Appliances may be disconnected by shutting off their internal appliance switches and/or breakers.
      3. All fluorescent fixtures (ballast will indicate ground), smoke detectors, 5-way switches, bath fans, range hood fans, and any other listed power vents. Connect the branch circuit wires together (black/black, white/white, ground/ground) to complete the circuit.

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4. GFCI-protected circuits:
    a. If using a GFCI breaker, disconnect the breaker at the panel box so the test can be run between the branch circuit wiring and the ground.
    b. If using a GFCI receptacle, remove the receptacle and connect the branch circuit wires together (black to black, white to white, ground to ground) to complete the circuit.

3. Activate all personnel warning lights and audible alarms. Verbally advise personnel within the structure that the test is about to begin and that metal parts may become energized.
4. Dielectric strength test procedure:
    a. Touch the testing leads of the testing device together to check that the device is functioning properly. A properly functioning device will indicate a fault.
    b. All circuits connected to multiple-way switches shall be tested in each of the alternating modes (switch positions).
    c. The dielectric test is to be performed at the electrical panel board for the completed wiring system.
    d. The dielectric test shall be performed between the live parts (including neutral conductor) and the ground of the structure. Note: The test equipment may indicate "short" between the neutral and ground, even though a short may not actually exist. If the test indicates a short, the individual circuit conductors (wires) must be tested to determine which branch, if any, contains a short.
    e. Individual Circuit Method:
        5. Place one testing lead on the "grounding bus".
        6. Place the other testing lead on each individual circuit where the wiring connects to the bus (for the A-leg power, B-leg power, and neutral power).
        7. If the circuit breaker is in the "OFF" position, the testing lead must touch the wiring downstream of the circuit breaker.
        8. If the circuit breaker is in the "ON" position, the testing lead may touch the wiring on either side of the breaker.
5. Dielectric strength test acceptance criteria:
    a. AC Dielectric tolerances – only 1 duration and voltage shall be used:
        1. The test shall withstand between 1080 volts and 1250 volts for a minimum of 1 second and not to exceed 3 seconds without an audible and/or visual fault indication.
        2. The test shall withstand between 900 volts and 1079 volts for a minimum of 1 minute and not to exceed 2 minutes without an audible and/or visual fault indication.
    b. DC Dielectric tolerances – only 1 duration and voltage shall be used:
        1. The test shall withstand between 1527 volts and 1768 volts for a minimum of 1 second and not to exceed 3 seconds without an audible and/or visual fault indication.
        2. The test shall withstand between 1273 volts and 1526 volts for a minimum of 1 minute and not to exceed 2 minutes without an audible and/or visual fault indication.
6. Rework – If a short is indicated, the short must be located and repaired. A complete electrical system dielectric strength retest is required.
7. Reconnection – All disconnected appliances, fixtures and GFCI receptacles are to be reconnected to the electrical system.

ELECTRICAL CONTINUITY TEST

The purpose of this test is to test the electrical bonding of the metallic parts which may become energized to assure that those parts are not energized with electricity. Note: this test may be conducted concurrently with the continuity test.

1. Continuity test equipment – the continuity tester may be structure-made or any commercially available brand that is able to perform the test as outlined. The tester must have a source of low voltage current and an audible and/or visual indicator that will show a completed circuit.
2. Continuity test preparation:
    a. All electrical wiring, including the bonding of all non-current carrying metal parts, must be complete.
    b. Bonding is not required to be tested on fixtures such as tubs, faucets, shower risers, and metal sinks when they are connected only to plastic plumbing piping. Bonding is not required on the metal inlet of a plastic water pipe system.
3. Continuity test procedure:
    a. The test is made between an accessible connection with ground and non-current carrying metal parts.
    b. At the electric panel board, the accessible connection to ground is the ground bus in the electric panel box, a non-current carrying metal part that is bonded to the grounding bus, or the grounding contacts on receptacle outlets.
    c. Touch the contacts together to verify that the device is functioning properly by indicating, either audibly and/or visually, that continuity is present.
    d. Connect one contact from the tester to an accessible ground and the other contact to each part being tested. The test indicator should show continuity if the part is bonded. Non-current carrying metal parts to be checked include, but are not limited to:
        1. Metal raceway
        2. Metal siding

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3. Metal roof
4. Metal HVAC ducts and register (foil covered insulated ducts do not need to be checked)
5. Metal gas piping
6. Appliance enclosures for fans, water heaters, furnaces, and fireplaces.
7. Metal fixture enclosures and canopies. Light fixtures and/or canopies should be tested concurrently with the operational and polarity tests using the operational tester with the appropriate adapter.
8. Appliances that have their power cords installed at the plant (i.e. dishwasher, disposal, electric range, washer, dryer, etc.). Connect one contact from the tester to the ground on the pigtail plug and the other contact to the appliance.

4. Electrical continuity test acceptance criteria – when the testing device indicates that electrical continuity is present.
5. Rework – If a failure of continuity is noted, the energized metal part that is not to be energized must be isolated from the electrical power and retested.

ELECTRICAL POLARITY TEST

The purpose of this test is to demonstrate that all electrical wiring connections are correct. Note: this test may be conducted concurrently with the operational test.

1. Electrical polarity test equipment shall be deemed acceptable so long as the tester can complete the test as outlined below.
2. Electrical polarity test preparation:
   a. All electrical connections and devices must be completed and installed, except for field installed devices.
   b. Electrical power must be supplied to all circuits in the structure.
3. Electrical polarity test procedure:
   a. Plug the tester into each 120-volt receptacle. Observe the indicator lights for correct polarity.
   b. For switched receptacles, the switch should be in the "OFF" position at the beginning of the test so that the function of the switch and receptacle combination can be verified. Turn the switch "ON" after making sure the switched receptacle is not energized when the switch is "OFF". Observe the indicator lights for correct polarity.
   c. Using an appropriate adapter, insert the tester into each light fixture and observe the indicator lights for correct polarity.
   d. All electrical connections that cannot be checked with a polarity tester shall be checked by visually inspecting the connections prior to covering. The identified conductors shall be connected to all identified conductors at the connection. All hot (black or red) conductors shall be interconnected, and all grounding conductors (green or bare) shall be connected. The following are some examples where visual inspections are to be used:
      1. Fluorescent light fixtures
      2. Direct wired appliances, motors, and fans
      3. 240-volt receptacles
      4. Swag (chain hung) light fixtures
4. Electrical polarity test acceptance criteria – When the testing device indicates that electrical polarity is present or when visual inspection finds that the wiring is correct.
5. Rework – If a failure of polarity is noted, the wiring in violation is corrected and retested.

ELECTRICAL OPERATIONAL TEST

The purpose of this test is to show that all electrical equipment is properly connected and properly functioning.

1. Electrical operational test equipment shall be deemed acceptable so long as the tester can complete the test as outlined above. Additionally, visual indicators may also be used, such as, if the light bulb lights, the light is properly operational.
2. Electrical operational test preparation:
   a. All electrical connections and devices must be completed and installed, except for field installed devices.
   b. Electrical power must be supplied to all circuits in the structure.
3. Electrical operational test procedure:
   a. Place all light switches in the "OFF" position.
   b. Test each receptacle outlet, including both parts of a duplex receptacle, to verify that electrical power is present.
   c. Outlets that are GFCI-protected are to be tested with a GFCI-tripping device. With the GFCI device tripped, verify that there is no power at each GFCI receptacle.
   d. Install test bulbs in fixtures and check for operation by turning the switches "ON" and "OFF". Note: test bulbs do not need to be installed in light fixtures that are tested concurrently with the continuity and polarity tests by using an operational / polarity tester with an adapter.
   e. Test fans by turning switches "ON" and "OFF".
   f. Test smoke alarms by connecting the wiring and depressing the "test" button. Interconnected smoke alarms must be tested individually to ensure that all alarms sound when an individual alarm is tested. Note: smoke alarms may be disconnected after testing and shipped loose with the instructions for retailer installation. A label shall be placed on

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the removed smoke alarm to show that it has been tested and is satisfactory before placing it in the ship-loose inventory for the structure.

g. AFCI-protected circuits will be tested by using the "test" button on the breaker.
h. Field-installed devices do not require an operational test, but the power source to the field-installed device must be checked.
i. Listed appliances do not require an operational test, but their power source must be tested.
j. All 240-volt outlets must be checked to ensure there is power to both hot legs.

4. Electrical operational test acceptance criteria – when the testing device indicates that electrical polarity is present or when visual inspection finds that the wiring is correct.
5. Rework – If a device and/or fixture in not operational, the device and/or fixture in violation is corrected and retested.

GAS PIPING SYSTEM TEST

The purpose of this test is to assure that combustible gas is properly and safely contained in the gas piping system, thus preventing dangerous and possibly deadly gas leaks into or around the structure.

1. Gas piping system test equipment:
   a. A pressure gauge capable of measuring pressures of 10 pounds per square inch (psi), which can be read in increments of 1/10 psi or less.
   b. A source of air capable of providing 3 psi and arranged so it may be isolated from the system.
   c. The gas piping systems test gauges shall be deemed satisfactory so long as there is no physical damage to the gauge of any kind, i.e. damage glass, bent needle, damaged casing, etc.
2. Gas piping test preparation:
   a. The temperature of the ambient air and the gas piping should be approximately the same.
   b. Shut-off valves, if installed, should be closed at each outlet. If valves are not installed or if valves will not withstand 3 psi, the appliance outlets must be capped.
   c. The test gauge must be connected to the gas piping system.
3. Gas piping system test procedure:
   a. Charge the system with air to a minimum of 3 psi.
   b. Once the pressure in the system has equalized, isolate the pressure by removing the air source form the test gauge.
   c. When the system can hold the pressure at a minimum of 3 psi for a minimum of 10 minutes, the test is complete.
4. Gas piping system test acceptance criteria – the gas piping system holds the specified air pressure for the specified time.
5. Rework – Should the air pressure drop for any reason, all joints in the piping system shall be checked with a soap-and-water solution to detect small leaks until the faulty connection is found. The gas piping system is repaired, and the gas piping system is retested.

WATER SUPPLY SYSTEM PRESSURE TEST

The purpose of this test is to assure that all pipes and fittings in the water distribution system are assembled so that the system can deliver water without leaks.

1. Water supply system pressure test equipment:
   a. A functional pressure gauge capable of measuring pressures of 100 psi, which can be read in increments of 1 psi or less.
   b. A source of air capable of providing 100 psi and arranged so it may be isolated from the system.
   c. The water supply systems test gauges shall be deemed satisfactory so long as there is no physical damage to the gauge of any kind, i.e. damage glass, bent needle, damaged casing, etc.
2. Water supply system pressure test preparation:
   a. All water lines must be completed, including connections to fixture and appliances, except for the water heater. The water heater's hot- and cold-water supply lines are conne3cted together for this test.
   b. All faucets are placed in the closed position except for the faucet-to-shower diverters, which may be left open if the shower head is removed and capped.
   c. All in-line shut-off valves are in the open position, except for shut-off valves to icemakers and dishwashers, which must be closed to prevent damage to those appliances.
   d. The shut-off float in each toilet tank is lifted to the closed position by filling the tank with water or by blocking the float in the closed position.
   e. Connect the test gauge to the water piping system.
   f. Water used for testing shall be obtained from a potable source.
3. Water supply system pressure test procedure:
   a. Fill the water supply system with water, opening all the faucets until water flows freely out of the faucet and thus releasing as much air as possible.
   b. Pressurize the water supply system to 100 psi by applying air.

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c. Once pressurized, isolate the pressure source from the system and hold the pressure at no less than 100 psi for 15 minutes.
d. Small pressure drops may occur because of line expansion, in which case the pressure must be brought back up to 100 psi and the 15-minute holding period must be restarted.

4. Water supply system pressure test acceptance criteria – the water supply system holds the specified air pressure for the specified time.
5. Rework – Should the air pressure drop for any reason, all joints in the water supply system shall be visually inspected to find evidenced of water leakage. The water supply system is repaired, and the water supply system is retested.
6. Reconnection – After successful test completion, reconnect the water heater supply lines, remove plugs and caps and install the appropriate fittings and/or fixture as needed.

DRAIN, WASTE, AND VENT (DWV) SYSTEM TEST

The purpose of the DWV system test is to assure that the DWV systems is free of waste leaks through the Drain and Waste portions of the system and of gas leaks in the Vent system.

1. DWV system test equipment:
   a. A pressure gauge capable of measuring pressures of 10 psi, which can be read in increments of 1/10 psi or less.
   b. A source of air capable of providing 10 psi and arranged so it may be isolated from the system.
   c. The DWV system test gauges shall be deemed satisfactory so long as there is no physical damage to the gauge of any kind, i.e. damage glass, bent needle, damaged casing, etc.
2. DWV system test preparation:
   a. The DWV system must be complete.
   b. Plug all open ends of the DWV systems, either using caps or test bulbs.
   c. Connect the test gauge to the DWV system.
3. DWV system test procedure:
   a. Charge the system with air to a minimum of 5 psi.
   b. Once the pressure in the system has equalized, isolate the pressure by removing the air source from the test gauge.
   c. When the system can hold the pressure at a minimum of 5 psi for a minimum of 15 minutes, the test is complete.
4. DWV system test acceptance criteria – the DWV system holds the specified air pressure for the specified time.
5. Rework – Should the air pressure drop for any reason, all joints in the DWV system shall be visually inspected to find evidenced of water leakage. The DWV system is repaired and the DWV system is retested.

WATER-TIGHTNESS (FIXTURE FLOW) TEST

The purpose of this test is to assure that the connections between water basins (sinks, tubs, tub showers, washer box, etc.) and their p-traps are free of leaks.

1. Water tightness test equipment – a source of water.
2. Water tightness test preparation:
   a. All DWV piping is completed to the water reservoirs, including p-traps.
   b. All drain plugs are in the closed position.
4. Water tightness test procedure:
   a. Each fixture shall be filled with enough water to provide a full flow of water through the drain.
   b. The drain plugs are removed or lifted.
   c. Traps and fixture connections shall be proven watertight by visual inspection.
5. Water tightness test acceptance criteria – No visual leaks are detected at any water reservoir connection.
6. Rework – All visible leaks shall be repaired and retested.

LUMBER MOISTURE CONTENT TEST

1. At the time of installation, no dimensional lumber with moisture content greater than 19% shall be used.
2. If dimensional lumber is found to have standing water on it, it shall not be used until the material has time to adequately dry.
3. Any moisture meter may be used so long as the moisture meter is not physically damaged in any way.
4. The testing procedures provided with the moisture meter will be followed.
5. Regardless of the method used to establish that the moisture content of the lumber does not exceed 19 percent, all lumber surfaces shall be dry and all lumber subject to verification as to moisture content at the time of installation in the factory.
6. Lumber that appears to be dry shall be accepted as having a moisture content of less than 19% and shall be acceptable for use.

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FIRESTOPPING OF PENETRATIONS IN FIRE-RATED ASSEMBLIES

1. The firestopping of penetrations in fire-rated assemblies will be accomplished as detailed in the 2009 International Building Code (Section 713) or the 2009 International Residential Code (Section R302).
2. Purchased firestopping materials such as foam and caulking shall comply with ASTM E814 (Test Method for Fire Tests of Through-penetration Firestops).

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PRE-PRODUCTION ASSURANCE SYSTEMS

DOCUMENTATION OF CHANGES TO QUALITY ASSURANCE MANUAL

The Quality Assurance Manual shall be reviewed and updated as required and reviewed yearly by the Quality Assurance Department and the Independent Inspection Agency. All revisions shall be sent to the Independent Inspection Agency within 30 days for approval.

The revisions shall be recorded and stored in a separate file entitled "Quality Assurance Manual Changes". This file shall include details as to the revision description, the Quality Assurance Manual page that was affected and the date the request was sent to the Independent Inspection Agency. A copy of the changes shall be found at the end of this Quality Assurance Manual (Appendix 4). Because the "Quality Assurance Manual Changes" document is a living document, it is not required to have a dated stamp of approval by the Independent Inspection Agency.

COMPLIANCE RECORDS

All Compliance Records are kept on file and maintained by the respective Department Managers. All Compliance Records are readily available, upon request, during regular business hours. All Compliance Records are to be kept a minimum of 10 years after the date of manufacture. Compliance Records (Department responsible) include, but are not limited to, the following:

1. Sales Orders (Sales)
2. Approved plan drawings, shop drawings, and production drawings (Engineering)
3. Purchase orders, material receipts, and material return receipts (Purchasing)
4. Quality Assurance Manual (Quality Assurance)
5. Testing equipment calibration records (Quality Assurance)
6. Certification label records (Quality Assurance)
7. Independent Inspection Agency inspection reports (Quality Assurance)
8. Field Repair Reports (Service)

USE AND SECURITY OF WORKING DRAWINGS

All approved plan drawings, shop drawings, and production drawings are maintained and stored in the Engineering Department. All changes to these drawings shall be made by the Engineering Department. Any new or revised drawings to be used in the manufacture of a Manufacturer's structure, including but not limited to, plot plans, floor plans, elevations, typical construction details, heat loss and electrical calculations, shall be submitted to the Independent Inspection Agency for approval prior to the implementation of the drawing. Revised drawings (other than Compliance Records) shall be removed and retained for a minimum of 10 years.

SERIAL NUMBER SYSTEM

When the Manufacturer's structure is ordered by or sold to an authorized customer, a sales order is issued by the Manufacturer Sales Department. The Project Coordinator reviews the structure's sales order for accuracy and assigns a job/serial number. The serial number of the structure is permanent in its assignment and cannot be reused. The serial number is etched on the data plate permanently and that serial number references all records pertaining to that specific structure. Once production begins, the serial number is written on each structure during all production phases. The serial number must always be kept visible, whether denoted on a finished surface or a fixture such as a door or window.

SECURITY OF CERTIFICATION LABELS

All certification labels and seals shall be ordered directly from the Independent Inspection Agency or the appropriate State Agency. The Quality Assurance Manager is responsible for the administration and security of those labels. The Quality Assurance Manager is responsible for the reporting of the certification labels and seals to the appropriate entities using the proper forms. All damaged labels and/or seals are secured, and the proper agency is notified, then are either returned or destroyed per the instructions of the governing agency.

The certification labels and/or seals are affixed to the assigned unit by the Independent Inspection Agency or by the Manufacturer Quality Assurance Manager (or his designate), but only after the unit is complete and in compliance with the requirements, as evidenced by the completed Code Compliance Inspection Checklist. The location is to be noted on the approved plans.

MATERIAL PROCUREMENT PROCEDURES

Every effort shall be made to use materials that are properly listed per the requirements of the Code. Documentation detailing the suitability of various infrequently used subsystems and components shall be maintained in the Purchasing Department using product catalogs, installation manuals and like materials.

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All new materials not affecting the structural components of the structure must be reviewed by Engineering and Quality Assurance personnel for approved use. If new materials are approved, the Purchasing Department is notified of the approval and must obtain, from the supplier, all history or written technical necessary for approved use. Reports include approved listing or installation information.

If new materials are rejected, a reason must be given for rejection (such as not being a listed product) as to why the material will not meet applicable State requirements.

INSPECTION OF MATERIALS AT TIME OF RECEIPT

The receiving agent shall check all incoming materials to assure that the material conforms to the specific noted on the purchase order. All materials are inspected for damage. Incorrect, damaged, or defective material is noted on the delivery receipt and returned to the supplier of the product, if possible. The Purchasing, Quality Assurance and Production Departments are notified of the suspect material.

All supplies procured from an outside supplier are inspected to assure conformance to contract specifications. The nature and extent of inspection performed is determined by the Quality Assurance department. Generally, materials are inspected for material type, grading, species, or span ratings, certifications and/or listing agency stamps.

The receiving department identifies supplies by the packing slip and a copy of original purchase orders, verifies the count received and inspects for incoming concealed damage. If damage is found, the freight bill is marked as to quantity of damage found. The freight bill is copied and with the purchase order, is given to the Purchasing department so that new material can be reordered. Undamaged material is sent to its proper storage area.

PROTECTION OF MATERIALS

Every effort shall be made to store all materials shall be stored in a warehouse. All materials shall be stored in a neat and orderly manner and according to the material manufacturer's storage requirements. Material is to be rotated on a "first in, first out" manner. If required, material may be stored in an exposed location, but may not be stored in a manner that will damage the material in any way and in accordance with the material manufacturer's requirements.

All materials that constitute rough framing materials are stored in the warehouse area within 4 hours of receipt. All materials that constitute finish materials are stored immediately upon receipt in the designated warehouse area.

DISPOSITION OF NONCOMPLIANT AND/OR REJECTED MATERIALS PRIOR TO CONSTRUCTION

Materials rejected from the construction process are placed in a designated area so that they cannot mistakenly be used in the construction process. The suspect material shall remain in this location until it is disposed of, returned to the supplier or scrapped out for parts. Rejected materials are packaged together and stored in an outside storage area away from usable materials. Rejected materials are to be tagged "reject" or culled immediately. Some rejected materials, such as dimensional lumber, may be salvaged for use in the framing of the wall and/or roof system as backers, splice plates, etc.

DATA PLATE REQUIREMENTS

The data plate shall be submitted to the third-party independent agency as a part of the structure's plan review and approval process.

The data plate shall be printed on material that limits the smudging of the information, capable of lasting for years, permanently placed and self-destructing if removal is attempted. It shall be acceptable to print the data plate on plain paper so long as the data plate is laminated to assure clarity and longevity. The data plate, along with the certification labels, shall be installed at or near the final location of the electrical service panel or another location as noted on the approved plans. The data plate and certification labels may be affixed to the service panel cover, so long as the electrical information is not covered.

The data plate shall contain, at a minimum, the following information:

1. Name and address of manufacturer;
2. Serial number(s) and/or manufacturer's identification numbers;
3. Manufacturer's model number;
4. Certification label numbers;
5. Construction classification;
6. Seismic zone;
7. Basic wind speed and exposure categories;
8. Thermal resistance values;
9. Date of manufacture;
10. Name and date of the applicable building code(s) complied with;
11. Service panel size;

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12. Third-party agency's Design Approval number;
13. Fire ratings of Exterior Walls;
14. Occupancy Classification;
15. Floor dead and live loads; and
16. Roof dead and live loads.

The "date of manufacture" is defined as the date the structure was certified by the Manufacturer's Quality Assurance department as being compliant with the requirements. The data of manufacture shall also be the date the data plate and certification labels were affixed to the structure.

RIGHT OF ENTRY FOR INDEPENDENT INSPECTION AGENCY

The Manufacturer authorizes and grants any third party and its representatives the right to enter the Manufacturer's manufacturing facility during normal working hours for regular inspections and at special times as requested by the Manufacturer.

All other visits by the third party not related to the inspection of Manufacturer structures shall be made by appointment. Every effort will be made to accommodate unscheduled visits, but the Manufacturer reserves the right to limit these unscheduled visits for insurance, proprietary, and safety reasons.

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PRODUCTION ASSURANCE SYSTEMS

CODE COMPLIANCE INSPECTION CHECKLIST PURPOSE

The Code Compliance Inspection Checklist is completed by the Production Department and the Quality Assurance Department as the structure flows through the construction process. The purpose of this checklist is to provide a written record of compliance or non-compliance of the structure. A sample of the Code Compliance Inspection Checklist is found in the Appendix.

To shift from a quality "controlling" atmosphere to a quality "assuring" atmosphere, Production personnel is required to sign for their respective areas of construction. In this way, Production is accountable for their part in the construction process. The Engineering, Production and Quality Assurance departments are separate in their respective roles, but together, their interactions and cross-accountability is essential to the compliant construction of the structure.

CORRECTIVE ACTION

Any non-conformance noted by the Production personnel, the Quality Assurance personnel, the Independent Inspection Agency, or other regulatory agency shall be corrected immediately before further work can continue. Non-conformances of a more complex nature and those non-conformances occurring away from the manufacturing facility shall be corrected after obtaining authorization from the Quality Assurance Department.

If a nonconformance cannot be immediately corrected, the Manufacturer shall place the structure on an internal red-tag status, preventing the nonconformance from being covered by subsequent construction. When the nonconformance is corrected, the structure can resume production. The Independent Inspection Agency will also have procedures that may be enforced when a nonconformance cannot be corrected by the end of their audit.

Upon notification of any non-conforming material, sub-assembly, assembly or component, the Quality Assurance Department shall consult with any or all the following: The Engineering Department, Production Department, the Independent Inspection Agency, the appropriate regulatory agency, and/or the material manufacturer to ascertain the correct repair and shall authorize corrective action be taken as soon as possible.

The Quality Assurance Department shall analyze the nature of the non-conformance, attempt to disclose the cause of the nonconformance and take appropriate steps to reduce the repetition of the non-conformance. When a nonconformance is detected in a structure, all other structures shall be inspected for the same nonconformance.

MANUFACTURING PROCESS DESCRIPTION

The following is a general description of the manufacturing process, including basic items to inspect. This description mirrors the Code Compliance Inspection Checklist. The items listed are not exclusive or limited, as other items are also inspected.

1. Floor system construction
    - Check for proper grade and type of floor joist.
    - Check floor joist fastening to rim joist blocking, spacing of joist, and location and fastening of joist hangers.
    - Check for proper test stamp and grade of materials used in roof trusses.
    - Check for proper fastening of trusses to wall system.
    - Check for square.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
2. Plumbing systems in floor cavity
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
3. Floor insulation installation (if applicable)
    - Check insulation type and R-Value.
    - Check for proper placement of insulation in floor system.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
4. MANDATORY INSPECTION 1
5. Floor sheathing installation
    - Check decking grade and agency stamp.
    - Check fastening and gluing of decking to floor joist.
    - Check unit floor for square.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
6. MANDATORY INSPECTION 2
7. Exterior wall construction and set
    - Check exterior wall studs for grade and spacing.
    - Check for proper nailing of studs to plates and plate to floor system.

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- Check for proper material grade and construction of exterior door and window headers.
- Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.

8. Exterior wall sheathing installation
   - Check fastening and type of exterior wall sheathing.
   - Check siding for type and installation as per manufacturer's specifications.
   - Check siding fasteners for spacing and size.
   - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
9. Partition wall construction and set
   - Check interior wall studs for grade and spacing.
   - Check nailing procedures of walls to floor.
   - Check for proper placement of walls on floor system.
   - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
10. Roof/ceiling construction and set
    - Check truss placement according to truss manufacturer's layout print.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
11. Roof sheathing installation
    - Check roof sheathing for grade stamp nailing, H-clips and installation.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
12. Plumbing systems in interior and exterior walls
    - Check type of water line material used plus installation and strapping of water lines.
    - Check for air test of unconcealed piping.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
13. Plumbing systems in roof cavity
    - Check type of water line material used plus installation and strapping of water lines.
    - Check for air test of unconcealed piping.
    - Check for proper venting of all plumbing fixtures through walls and roof.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
14. Electrical systems in interior and exterior walls
    - Check rough in electrical.
    - Check wires for size and installation method for required circuits.
    - Check boxes for proper size, spacing and method of support.
    - Check system for compliance to code.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
15. Electrical systems in roof cavity
    - Check rough in electrical.
    - Check wires for size and installation method for required circuits.
    - Check boxes for proper size, spacing and method of support.
    - Check system for compliance to code.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
16. MANDATORY INSPECTION 3
17. Exterior wall insulation installation
    - Check insulation type and R-Value.
    - Check for proper placement of insulation in wall cavities.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
18. Roof insulation installation
    - Check insulation type and R-Value.
    - Check for proper placement of insulation in roof cavities.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
19. MANDATORY INSPECTION 4
20. Air/vapor retarder (interior) installation
    - Check for proper installation of air/vapor retarders in wall and roof cavities.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
21. Air/vapor retarder (exterior) installation
    - Check for proper installation of air/vapor retarders on exterior walls.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
22. MANDATORY INSPECTION 5
23. Window and door installation

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- Check windows and exterior doors for installation, placement, and egress requirements.
- Check for insulation around windows and exterior doors
- Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.

24. Gypsum installation on walls and ceiling
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
25. MANDATORY INSPECTION 6
26. Roof covering preparations
    - Check for proper material and application of aluminum drip edge, roofing felt, and asphalt shingles.
    - Check for proper frost flashing of vents through roof and proper height of vent termination above roof.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
27. MANDATORY INSPECTION 7
28. Exterior wall covering installation
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
29. Roof covering installation
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
30. Final finish
    - Check for proper installation of fixtures and shut-off valves at fixtures.
    - Check for proper water line connections, fitting, size, and workmanship.
    - Check attachment of wires to devices panel and grounding.
    - Check fixtures for proper installation to codes and approved agency stamps.
    - Check circuits for proper size breakers in panel and labeling for circuits in panel.
    - Check for proper spacing and strapping and/or protection of wiring.
    - Check proper size and types of all raceways if used.
    - Check securing of panel to panel backer for drop-in installation at job site.
    - Check cabinets and counter tops for proper installation and size.
    - Check range hood for proper ducting, fire protection and venting through roof.
    - Check interior doors for proper size, location, and swing.
    - Check all finished material for damage that may have occurred during installation.
    - Check installations per manufacturer's installation instructions, applicable codes, plan approvals and/or listings.
31. MANDATORY INSPECTION 8
32. FINAL CERTIFICATION

MANDATORY CONSTRUCTION INSPECTIONS

The signing of each inspection assures that the assemblies constructed in this area are following the Quality Assurance Manual and/or the State standards in effect at the time of construction. Defects shall be noted on the reverse of this Inspection Checklist.

The MANDATORY INSPECTIONS must be completed and nonconformances corrected and/or noted before the next construction phase may begin. Work processes may overlap in different stations but may not be covered until the MANDATORY INSPECTIONS have been performed.

1. MANDATORY INSPECTIONS 1 through 7 are to be signed off by both Production and/or Quality Assurance personnel. See the "CODE COMPLIANCE INSPECTION CHECKLIST PURPOSE".
2. MANDATORY INSPECTION 8 is to be signed by both Production and Quality Assurance personnel.
3. The FINAL CERTIFICATION may only be signed by Quality Assurance personnel.

PERSONS AUTHORIZED TO WITNESS SYSTEMS TESTING

The Production personnel responsible for performing a specific systems test may not sign off as a witness to their test. For example, a licensed electrician that performs electrical testing may sign for his own test.

FREQUENCY OF QUALITY ASSURANCE INSPECTIONS

The Quality Assurance Department shall continuously monitor the production process through all phases and aspects of the structure. This 100% monitoring system shall follow the "Code Compliance Inspection Checklist".

The Independent Inspection Agency shall inspect every unit at least once in some point in the production process. The Independent Inspection Agency shall also audit any compliance records pertinent to observed non conformances.

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CODE COMPLIANCE WORKMANSHIP STANDARDS

In addition to all code requirements, all work performed shall be in a neat and orderly manner and will achieve a pleasing appearance. Product memorandums are issued periodically and will note code-required changes, alterations to the interior and exterior design, appearance, and style of the structure. An enlarged sketch detailing special construction is also shown on the product memorandums. Any work not meeting the company standards shall be brought to the attention of the Production Department responsible.

DISPOSITION OF NONCOMPLIANT AND/OR REJECTED MATERIAL DURING CONSTRUCTION

Any unit found to have noncompliant materials should be corrected immediately. When this is not possible or practical, and continued construction will not hinder the correction of the noncompliant item, the structure will be allowed to continue in the production process. A "Red Tag" shall be affixed to the unit and a written description of the nature of the noncompliance with the repair method noted. Ordinarily not-repairable assemblies will be disposed of in a similar manner as rejected new material.

FINAL INSPECTION AND CERTIFICATION

The procedure for the final in-plant inspection is as follows:

1. Verify that the certification label(s) and/or seal(s) are properly located and affixed
2. Verify that the Data Plate is complete and accurate and that the Data Plate is properly located and affixed
3. Verify that the inspection records are complete

PREPARATION FOR SHIPPING

The structure is cleaned and rechecked for defects in workmanship and material. Plumbing drops are checked to assure that the drop does not extend below the bottom edge of the floor joist system. All electrical wiring is secured between the floor joists, as is the distribution panel board, to prevent shifting and possible damage while in transit. All ship-loose items are secured to prevent damage to the materials and to the structure. All shortages are completed, and the unit is cleaned again and sealed.

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POST-PRODUCTION ASSURANCE SYSTEMS

HANDLING AND STORAGE OF COMPLETED STRUCTURES

All openings in the exterior envelope are closed and reinforced to prevent weather damage in the storage yard or in transit. Any structure stored over 1 week is checked every week thereafter for possible damage while in storage.

TRANSPORTATION OF STRUCTURE TO PERMANENT SITE

All structures are moved to the permanent site, using a house-mover transportation trailer, an integral trailer, or a single transportation trailer. The structure installer is required to check for damage at the time of delivery, and to report any damages to the Manufacturer immediately.

The Manufacturer does not participate in the transportation of the structure as that is handled by a private entity that deals directly with the end user. If the Manufacturer does become involved in the transportation aspects of the structure, the structure shall be monitored on the way to the destination by the transportation personnel. The Manufacturer has engineered the structural integrity into the structure, allowing for minimal structural or cosmetic damage to the structure during transportation.

All efforts must be made to obtain the destination site (final occupied location) of the structure. A post office box or "at the corner of" designation shall not be accepted. This end destination is important in determining the applicable Codes as well as providing a delivery destination and service destination as necessary. This end destination becomes a permanent piece of information in the structure's dedicated file.

STRUCTURE INSTALLATION AT THE END DESTINATION

The Manufacturer does not participate in the installation of the structure and as such, the installation procedures and requirements are the responsibility of the structure installer, builder, or dealer. The Manufacturer does not have any responsibility or liability with regards to the installation of the structure. The structure installation must comply with the instructions provided by the privately contracted structure installer and the State and/or Local Building Codes.

FIELD REPAIRS

The Manufacturer maintains a Service Department that is responsible for the field repairs of the Manufacturer structure after it reaches its destination. The Service Manager, working with the Quality Assurance Manager, will monitor all field repairs. If a field repair is repetitive in nature, the Service Manager is required to inform the Quality Assurance and Production Departments of the nonconformance.

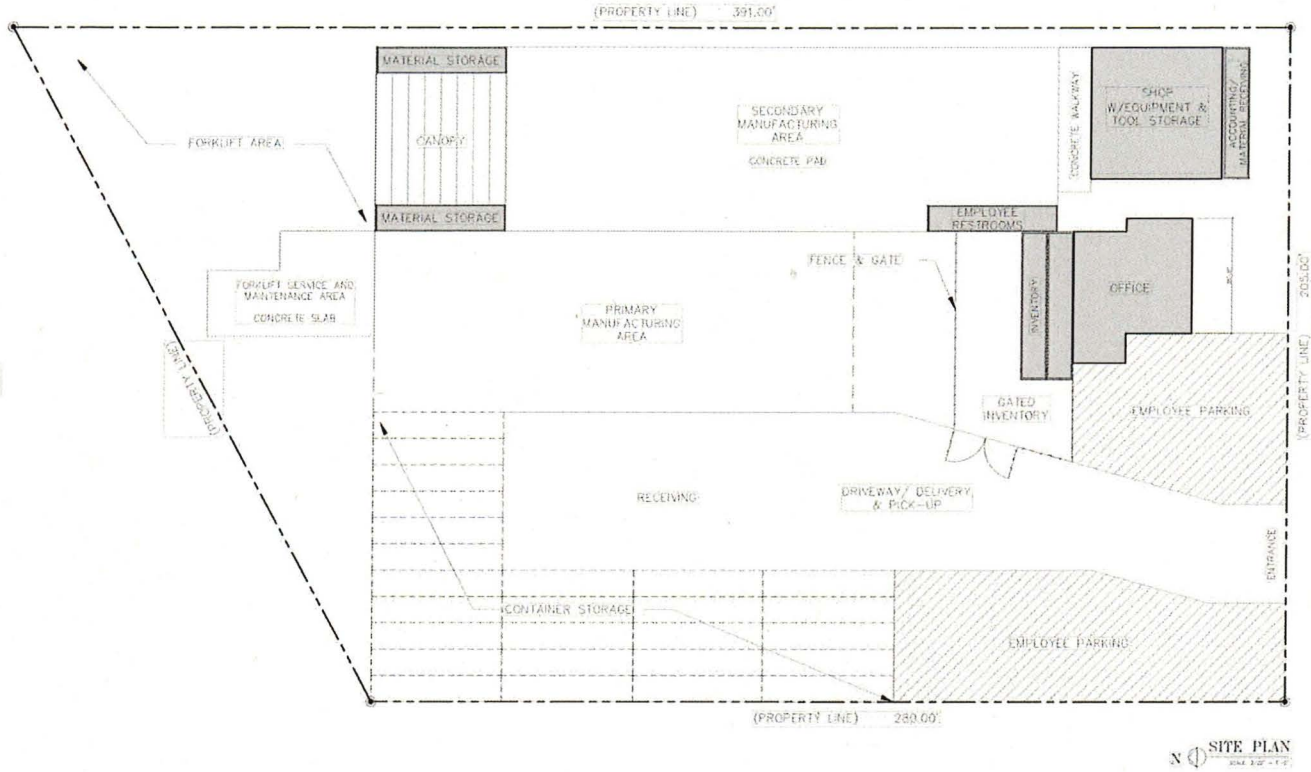
INFORMATION PROVIDED TO STATE AND/OR LOCAL AUTHORITY HAVING JURISDICTION

When requested by a State and/or Local Authority have jurisdiction, the Manufacturer shall provide the Third-party- or State-approved plan sets, which may include the following items

1. Typical exterior elevations
2. Typical construction details
3. Typical drain, waste, and vent systems layouts (factory-built portions only)
4. Typical electrical systems layouts (factory-built portions only)
5. Plot plan (when available)
6. Thermal heat loss calculations

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APPENDIX I –MANUFACTURING FACILITY LAYOUT (not to scale)



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APPENDIX II – CODE COMPLIANCE INSPECTION CHECKLIST

Serial Number:	Production Number:	Model Number:	Start date:
Destination:	State Labels:	3rd Party Labels:	Finish date:

CONSTRUCTION INSPECTIONS - The signing of each inspection assures that the assemblies constructed in this area are in compliance with the Quality Assurance Manual and/or the State standards in effect at the time of construction. Defects shall be noted on the Nonconformance Control Form. The MANDATORY INSPECTIONS must be completed and nonconformances noted before the next construction phase may begin. Work processes may overlap in different stations, but may not be covered until the inspections have been performed. MANDATORY INSPECTIONS may be signed off by Production Groupleaders, Production Supervisors or Quality Assurance personnel per the list found in the Quality Assurance Manual. MANDATORY INSPECTION 13 may only be signed by Producton personnel while the FINAL CERTIFICATION may only be signed by Quality Assurance personnel.

MANUFACTURING INSPECTIONS	COMMENTS	SIGN	DATE
Floor system construction			
Plumbing in floor cavity			
Floor insulation installation			
MANDATORY INSPECTION 1			
Floor sheathing installation			
MANDATORY INSPECTION 2			
Exterior wall construction and set			
Exterior wall sheating installation			
Partition wall construction and set			
Roof/ Ceiling construction and set			
Roof Sheathing installation			
Plumbing in interor and exterior walls			
Plumbing system in roof cavity			
Electrical systems in interior and exterior walls			
Electrical systems in roof cavity			
MANDATORY INSPECTION 3			
Exterior wall insulation installation			
Roof insulation installation			
MANDATORY INSPECTION 4			
Air/vapor retarder (interior) installation			
Air/vapor retarder (exterior) installation			
MANDATORY INSPECTION 5			
Window and Door installation			
Gypsum installation on walls and ceiling			
MANDATORY INSPECTION 6			
Roof covering preparations			
MANDATORY INSPECTION 7			
Exterior wall covering installation			
Roof covering installation			
Final Finish			
MANDATORY INSPECTION 8			

SYSTEMS TESTING - The following tests have been successfully performed in accordance with the requirements of the Quality Assurance Manual. The witnessing of the tests is to be done by Quality Assurance personnel and is optional.

SYSTEMS TEST		TESTING PERSONNEL	WITNESSED BY	DATE
ELECTRICAL SYSTEMS TESTS	Di-electric strength test			
	Operational test			
	Continuity test			
	Polarity test			
	AFCI & GFCI test			
	Smoke alarm test			
PLUMBING SYSTEMS TESTS	DWV system test			
	Water supply pressure test			
	High-pressure Gas System			
	Water tightness test			

FINAL CERTIFICATION - To the best of my knowledge, this unit is constructed in conformance with the applicable State building codes(s) in effect on the date of manufacture.

Quality Assurance Manager, Supervisor or Inspector _____ **Date** _____

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APPENDIX III – MANUFACTURER DATA PLATE

DATA PLATE

Manufacturer		Customer	
Address		Site Location	
City, State, Zip		City/State/Zip	

Date of Manufacture		Construction Classification		Unit Weight	
Unit Serial Number		Bldg Height / Story Height		Seismic Category	
Unit Model Number		Occupancy Classification		Roof R-value	
Date Data Plate Affixed		Floor Area (sf)		Wall R-value	
3rd-Party Label Number(s)		Snow Load		Floor R-value	
		Floor Load		Outside Temp.	
State Label Number(s)		3-sec Wind Speed		Degree Days	
		Wind Exposure Category		Water Test	
Other Notes		Electrical Ratings		DWV Test	

Codes & Standards complied with on Date of Manufacture:

Listed Appliances						Other Information		Special Conditions and/or Limitations
Appliance type		Appliance type		Appliance type		Fire Rating of Exterior Walls		
Mfg		Mfg		Mfg		Floor Dead Load		
Model		Model		Model		Floor Live Load		
Appliance type		Appliance type		Appliance type		Roof Dead Load		
Mfg		Mfg		Mfg		Roof Live Load		
Model		Model		Model				

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APPENDIX IV – MAJOR EQUIPMENT LIST

ITEM	MAKE	MODEL	SERIAL NUMBER
Grinder	Makita	GA7021	379882A
Plasma Cutter	Thermal Dynamics	Cutmaster 60I	MX1721008827
Plasma Cutter	Hypertherm	Powerpax 45 XP	01468
Plasma Cutter	Hypertherm	Powerpax 30	033008
Welder	Lincoln Electric	110 Weld Pak	M3180901358
Welder	Lincoln Electric	Power MIG 256	M3200211826
Welder	Lincoln Electric	Power MIG 256	M221502VM
Welder	Lincoln Electric	Power MIG 256	M3200111579
Welder	Lincoln Electric	Power MIG 260	M3230903387
Air Compressor	Craftsman	313167800	2003029144
Air Compressor	Campbell Hausfeld	VT619502AJ	LR/20/97-02598
Forklift	Yale	195A	524137101.0
Pipe Threader	RIDGID	535	403972
Bench Grinder	Ryobi	BGH616	W0610102446
Multi Saw	Evolution Power Tools	R355CPS	K1912US01941

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APPENDIX V – CHANGES TO QUALITY ASSURANCE MANUAL

CHANGES TO QUALITY ASSURANCE MANUAL				
DATE	**PAGE**	**SECTION**	**DETAILS**	**APPROVED**
2/8/2024	2	Purpose	Updated the Purpose of Quality Assurance Manual	
2/8/2024	3	Org Chart	Updated the Organization Chart with correct information	
2/8/2024	13	Data Plate Requirements	Updated the information mentioned on the Data Plate	
2/8/2024	2	Cover Page	Updated the cover page for with QA manual's applicability	
2/8/2024	5	Resume	Updated information about the new QA personnel and the dates for Production	
2/8/2024	5	Resume	Updated dates for the Production/ Operations Manager	
2/8/2024	14	Right of Entry	Updated the Right for Entry for Inspection section	
2/8/2024	17	Authorized Witness	Updated the Persons Authorized to witness Systems Testing section	
2/9/2024	21	Appendix II	Updated the Compliance checklist according to the manufacturing process	
2/9/2024	22	Appendix III	Updated the Data plate	
2/9/2024	20	Appendix I	Updated the Manufacturing facility layout	
2/9/2024	23	Appendix IV	Updated the major equipment list	

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MATERIALS CUT SHEETS & SPECIFICATIONS

Safety Data Sheet

24 Hour Emergency Phone Numbers
Medical/Poison Control:
In U.S.: Call 1-800-222-1222

Outside U.S.: Call your local poison control center

Transportation/National Response Center:

1-800-535-5053
1-352-323-3500

NOTE: The National ResponseCenter emergency numbers to be used only in the event of chemical emergencies involving a spill, leak, fire, exposure or accident involving chemicals.

IMPORTANT: Provide this information to employees, customers, and users of this product. Read this SDS before handling or disposing of this product. This product is covered by the OSHA Hazard Communication Standard and this document has been prepared in accordance with requirements of this standard. All abbreviated terms used in this SDS are further described in Section 16.

1. Identification

This Safety Data Sheet is available in American Spanish upon request.
Los Datos de Serguridad pueden obtenerse en Espanol si lo riquiere.

Product Name: Alex Plus Acrylic Latex Caulk Plus Silicone - All Colors

Revision Date: 10/23/2018

Product UPC Number: 070798181106, 070798181120, 070798181113, 070798181090, 070798181076, 070798181359, 070798181014, 070798181281, 070798181366, 070798181724, 070798181557, 070798114401

Supercedes Date: 9/12/2018

Product Use/Class: Caulking Compound

SDS No: 00010002001

Manufacturer: DAP Products Inc.
2400 Boston Street Suite 200
Baltimore, MD 21224-4723
888-327-8477 (non - emergency matters)

Preparer: Regulatory and Environmental Affairs

SDS Coordinator: MSDS@dap.com

Emergency Telephone:
Transportation: 1-800-535 -5053
1-352-323-3500
Poison Control: 1-800-222-1222

2. Hazards Identification

GHS Classification
Not a hazardous substance or mixture.

Symbol(s) of Product

None

Signal Word
Not a hazardous substance or mixture.

Possible Hazards
6% of the mixture consists of ingredients of unknown acute toxicity

3. Composition/Information on Ingredients

Chemical Name	CAS-No.	Wt. %	GHS Symbols	GHS Statements
Limestone	1317-65-3	45-70	No Information	No Information
Lubricating petroleum oil	72623-86-0	3-7	GHS07	H332
Petroleum distillates	64741-88-4	1-5	GHS06	H331
Dipropylene glycol dibenzoate	27138-31-4	1-5	No Information	No Information
Solvent ref. light paraffinic	64741-89-5	0.5-1.5	GHS06	H331
Diethylene glycol dibenzoate	120-55-8	0.5-1.5	GHS07	H312
Titanium dioxide	13463-67-7	0.1-1.0	No Information	No Information
Quartz	14808-60-7	0.1-1.0	GHS07	H302
Carbon black	1333-86-4	0.1-1.0	GHS02	H251

The text for GHS Hazard Statements shown above (if any) is given in the "Other information" Section.

4. First-aid Measures

FIRST AID - INHALATION: Material is not likely to present an inhalation hazard at ambient conditions. If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

FIRST AID - SKIN CONTACT: In case of contact, wash skin immediately with soap and water.

FIRST AID - EYE CONTACT: In case of contact, immediately flush eyes with large quantities of water for at least 15 minutes until irritation subsides. Get medical attention immediately.

FIRST AID - INGESTION: If swallowed, DO NOT INDUCE VOMITING. Get medical attention immediately.

5. Fire-fighting Measures

UNUSUAL FIRE AND EXPLOSION HAZARDS: No Information

SPECIAL FIREFIGHTING PROCEDURES: Wear self-contained breathing apparatus pressure-demand (NIOSH approved or equivalent) and full protective gear. Use water spray to cool exposed surfaces.

EXTINGUISHING MEDIA: Alcohol Foam, Carbon Dioxide, Dry Chemical, Foam, Water Fog

6. Accidental Release Measures

ENVIRONMENTAL MEASURES: No Information

STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED: Use personal protective equipment as necessary. In case of spillage, absorb with inert material and dispose of in accordance with applicable regulations. Scrape up dried material and place into containers.

7. Handling and Storage

HANDLING: KEEP OUT OF REACH OF CHILDREN!DO NOT TAKE INTERNALLY. Use only with adequate ventilation. Ensure fresh air entry during application and drying. Wash thoroughly after handling.

STORAGE: Avoid excessive heat and freezing. Do not store at temperatures above 120 degrees F. Store away from caustics and oxidizers.

8. Exposure Controls/Personal Protection

Ingredients with Occupational Exposure Limits

Chemical Name	ACGIH TLV-TWA	ACGIH-TLV STEL	OSHA PEL-TWA	OSHA PEL-CEILING

Limestone	N.E.	N.E.	15 mg/m3 TWA total dust, 5 mg/m3 TWA respirable fraction	N.E.
Lubricating petroleum oil	N.E.	N.E.	N.E.	N.E.
Petroleum distillates	N.E.	N.E.	N.E.	N.E.
Dipropylene glycol dibenzoate	N.E.	N.E.	N.E.	N.E.
Solvent ref. light paraffinic	N.E.	N.E.	N.E.	N.E.
Diethylene glycol dibenzoate	N.E.	N.E.	N.E.	N.E.
Titanium dioxide	10 mg/m3 TWA	N.E.	15 mg/m3 TWA total dust	N.E.
Quartz	0.025 mg/m3 TWA respirable particulate matter	N.E.	50 µg/m3 TWA	N.E.
Carbon black	3 mg/m3 TWA inhalable particulate matter	N.E.	3.5 mg/m3 TWA	N.E.

Further Advice: MEL = Maximum Exposure Limit OES = Occupational Exposure Standard SUP = Supplier's Recommendation Sk = Skin Sensitizer N.E. = Not Established

Personal Protection



RESPIRATORY PROTECTION: No personal respiratory protective equipment normally required. National Institute for Occupational Safety and Health (NIOSH) has recommended that the permissible exposure limit be changed to 50 micrograms respirable free silica per cubic meter of air (0.05 mg/m3) as determined by a full shift sample up to 10-hour work shift.



SKIN PROTECTION: Rubber gloves.



EYE PROTECTION: Goggles or safety glasses with side shields.



OTHER PROTECTIVE EQUIPMENT: Not required under normal use.



HYGIENIC PRACTICES: Wash hands before breaks and at the end of workday. Remove and wash contaminated clothing before re-use.

9. Physical and Chemical Properties

Appearance:	Colored	**Physical State:**	Paste
Odor:	Very Slight Ammonia	**Odor Threshold:**	Not Established
Density, g/cm3:	1.60 - 1.67	**pH:**	Between 7.0 and 12.0
Freeze Point, °C:	Not Established	**Viscosity (mPa.s):**	Not Established
Solubility in Water:	No Information	**Partition Coeff., n-octanol/water:**	Not Established
Decomposition Temperature, °C:	Not Established	**Explosive Limits, %:**	N.E. - N.E.
Boiling Range, °C:	100 - 100	**Auto-Ignition Temperature, °C**	Not Established
Minimum Flash Point, °C:	100	**Vapor Pressure, mmHg:**	Not Established
Evaporation Rate:	Slower Than n-Butyl Acetate	**Flash Method:**	Seta Closed Cup
Vapor Density:	Heavier Than Air	**Flammability, NFPA:**	Non-Flammable
Combustibility:	Does not support combustion		

(See "Other information" Section for abbreviation legend)
(If product is an aerosol, the flash point stated above is that of the propellant.)

10. Stability and Reactivity

STABILITY: Stable under recommended storage conditions.

CONDITIONS TO AVOID: Excessive heat and freezing.

INCOMPATIBILITY: Incompatible with strong bases and oxidizing agents.

HAZARDOUS DECOMPOSITION PRODUCTS: Normal decomposition products, i.e., COx, NOx.

11. Toxicological Information

EFFECT OF OVEREXPOSURE - INHALATION: Under normal use conditions, this product is not expected to cause adverse health effects. Inhalation of vapors in high concentration may cause mild irritation of respiratory system (nose, mouth, mucous membranes).

EFFECT OF OVEREXPOSURE - SKIN CONTACT: Under normal use conditions, this product is not expected to cause adverse health effects. Prolonged or repeated contact with skin may cause mild irritation.

EFFECT OF OVEREXPOSURE - EYE CONTACT: Under normal use conditions, this product is not expected to cause adverse health effects. Direct eye contact may cause irritation.

EFFECT OF OVEREXPOSURE - INGESTION: Under normal use conditions, this product is not expected to cause adverse health effects. Single dose oral toxicity is very low. Amounts ingested incidental to industrial handling are not likely to cause injury; however, ingestion of large amounts may cause injury.

CARCINOGENICITY: No Information

EFFECT OF OVEREXPOSURE - CHRONIC HAZARDS: Repeated or prolonged exposure may cause mild irritation of eyes and skin. The International Agency for Research on Cancer (IARC) has determined that crystalline silica in the form of quartz or cristobalite that is inhaled from occupational sources is carcinogenic to humans (Group 1- carcinogenic to humans). Refer to IARC Monograph 68, Silica, Some Silicates and Organic Fibres (published in June 1997) in conjunction with the use of these materials. The National Toxicology Program (NTP) classifies respirable crystalline silica as "known to be a human carcinogen". Refer to the 9th Report on Carcinogens (2000). The American Conference of Governmental Industrial Hygienists (ACGIH) classifies crystalline silica, quartz, as a suspected human carcinogen (Group A2). Breathing dust containing respirable crystalline silica may not cause noticeable injury or illness even though permanent lung damage may be occurring. Inhalation of dust may have the following serious chronic health effects: Excessive inhalation of respirable dust can cause pneumoconiosis, a respiratory disease, which can result in delayed, progressive, disabling and sometimes fatal lung injury. Symptoms include cough, shortness of breath, wheezing, non-specific chest illness and reduced pulmonary function. Smoking exacerbates this disease. Individuals with pneumoconiosis are predisposed to develop tuberculosis. There is some evidence that breathing respirable crystalline silica or the disease silicosis is associated with an increased incidence of significant disease endpoints such as scleroderma (an immune system disorder manifested by fibrosis of the lungs, skin and other internal organs) and kidney disease.

PRIMARY ROUTE(S) OF ENTRY: Skin Contact, Inhalation

Acute Toxicity Values
The acute effects of this product have not been tested. Data on individual components are tabulated below

CAS-No.	Chemical Name	Oral LD50	Dermal LD50	Vapor LC50
1317-65-3	Limestone	6450 mg/kg Rat	>2000 mg/kg	>20 mg/L
72623-86-0	Lubricating petroleum oil	>5000 mg/kg Rat	>2000 mg/kg Rabbit	N.I.
64741-88-4	Petroleum distillates	>5000 mg/kg Rat	>2000 mg/kg Rabbit	2.18 mg/L Rat
27138-31-4	Dipropylene glycol dibenzoate	5368 mg/kg Rat	>2000 mg/kg Rabbit	>200 mg/L Rat
64741-89-5	Solvent ref. light paraffinic	>15000 mg/kg Rat	>5000 mg/kg Rabbit	2.18 mg/L Rat
120-55-8	Diethylene glycol dibenzoate	2830 mg/kg Rat	2000 mg/kg Rabbit	>200 mg/L Rat
13463-67-7	Titanium dioxide	>10000 mg/kg Rat	>5000 mg/kg Rabbit	>20 mg/L
14808-60-7	Quartz	500 mg/kg Rat	>2000 mg/kg	>20 mg/L
1333-86-4	Carbon black	>15400 mg/kg Rat	N.I.	N.I.

N.I. = No Information

12. Ecological Information

ECOLOGICAL INFORMATION: Ecological injuries are not known or expected under normal use.

13. Disposal Information

DISPOSAL INFORMATION: This product does not meet the definition of a hazardous waste according to U.S. EPA Hazardous Waste Management Regulation, 40 CFR Section 261. Dispose as hazardous waste according to all local, state, federal and provincial regulations. State and Local regulations/restrictions are complex and may differ from Federal regulations. Responsibility for proper waste disposal is with the owner of the waste.

14. Transport Information

SPECIAL TRANSPORT PRECAUTIONS: No Information

DOT UN/NA Number:	N.A.
DOT Proper Shipping Name:	Not Regulated
DOT Technical Name:	N.A.
DOT Hazard Class:	N.A.
Hazard SubClass:	N.A.
Packing Group:	N.A.

15. Regulatory Information

SARA SECTION 313:

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendment and Reauthorization Act of 1986 and 40 CFR part 372:

No Sara 313 components exist in this product.

TOXIC SUBSTANCES CONTROL ACT:

All ingredients in this product are either on TSCA inventory list, or otherwise exempt.
This product contains the following chemical substances subject to the reporting requirements of TSCA 12(B) if exported from the United States:

No TSCA 12(b) components exist in this product.

16. Other Information

Revision Date: 10/23/2018 **Supersedes Date:** 9/12/2018

Reason for revision: Substance and/or Product Properties Changed in Section(s):
05 - Flammability Information
09 - Physical & Chemical Information
11 - Toxicological Information
13 - Disposal Information
14 - Transportation Information

Datasheet produced by: Regulatory Department

HMIS Ratings:

Health:	Flammability:	Reactivity:	Personal Protection:
1	1	0	X

VOC Less Water Less Exempt Solvent, g/L: 37.5
VOC Material, g/L: 27
VOC as Defined by California Consumer Product Regulation, Wt/Wt%: 0.8
VOC Actual, Wt/Wt%: 1.6

Text for GHS Hazard Statements shown in Section 3 describing each ingredient:

H251	Self-heating: may catch fire.
H302	Harmful if swallowed.
H312	Harmful in contact with skin.
H331	Toxic if inhaled.
H332	Harmful if inhaled.

Icons for GHS Pictograms shown in Section 3 describing each ingredient:

GHS02



GHS06



GHS07

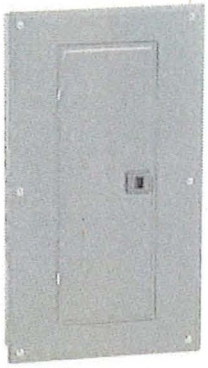


Legend: N.A. - Not Applicable, N.E. - Not Established, N.D. - Not Determined

DAP believes the data and statements contained herein are accurate as of the date hereof. They are offered in good faith as typical values and not as a product specification. NO WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH REGARD TO THE INFORMATION HEREIN PROVIDED OR THE PRODUCT TO WHICH THE INFORMATION REFERS. Since this document is intended only as a guide to the appropriate use and precautionary handling of the referenced product by a properly trained person, it is therefore the responsibility of the user to (i) review the recommendations with due consideration for the specific context of the intended use and (ii) determine if they are appropriate.

Product data sheet
Characteristics

HOM2040L125PGC
Load center, Homeline, 1 phase, 20 spaces, 40 circuits, 125A convertible main lugs, PoN, NEMA1, gnd bar, combo cover



Main

Product Type	Load Center
Marketing Trade Name	Homeline
Load Center Type	Main lugs
Rated Current	125 A
Number of Spaces	20
Number of Circuits	40
Enclosure Rating	NEMA 1 for indoor installation
Cover Type	Combination flush/surface cover
Electrical Connection	Lugs
Included Options	Grounding bar 1)

Complementary

Short Circuit Current Rating	10 kA
Number of Tandem Breakers	20
Number of Phases	1 phase
Rated Operational Voltage	120/240 V AC
Wire Size	AWG 6...AWG 2/0 aluminium AWG 6...AWG 1/0 copper
Wiring Configuration	3-wire
Cover Finish	Gray baked enamel
Busbar Material	Tin plated aluminium busbar
Enclosure Material	Welded sheet steel
Surface Finish	Baked enamel Gray
Box Number	8
Height	26.02 in (661 mm)
Width	14.25 in (362 mm)
Depth	3.74 in (95 mm)

Environment

Ambiant Air Temperature for Operation	23 °F (-5 °C) 104 °F (40 °C)
Product Certifications	UL E-6294

Ordering and shipping details

Category	00045 - HOM LC&CVR,12-42 CKT,NEMA1
Discount Schedule	DE3C
GTIN	00785901848523
Nbr. of units in pkg.	1
Package weight(Lbs)	23.9 lb(US) (10.84 kg)
Returnability	Yes
Country of origin	US

The information provided in this documentation contains general descriptions and/or technical characteristics of the performance of the products contained herein.
This documentation is not intended as a substitute for and is not to be used for determining suitability or reliability of these products for specific user applications.
It is the duty of any such user or integrator to perform the appropriate and complete risk analysis, evaluation and testing of the products with respect to the relevant specific application or use thereof.
Neither Schneider Electric Industries SAS nor any of its affiliates or subsidiaries shall be responsible or liable for misuse of the information contained herein.

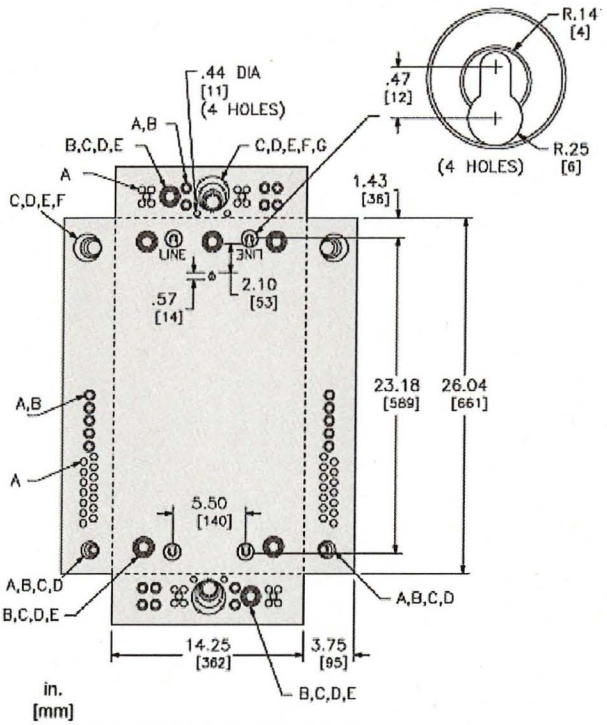
Packing Units

Unit Type of Package 1	PCE
Package 1 Height	5.50 in (13.97 cm)
Package 1 width	16.20 in (41.148 cm)
Package 1 Length	29.00 in (73.66 cm)
Package 2 Weight	455.00 lb(US) (206.384 kg)

Offer Sustainability

Sustainable offer status	Green Premium product
California proposition 65	WARNING: This product can expose you to chemicals including: Lead and lead compounds, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
REACh Regulation	REACh Declaration
REACh free of SVHC	Yes
EU RoHS Directive	Compliant EU RoHS Declaration
Toxic heavy metal free	Yes
Mercury free	Yes
RoHS exemption information	Yes
China RoHS Regulation	China RoHS Declaration
Environmental Disclosure	Product Environmental Profile

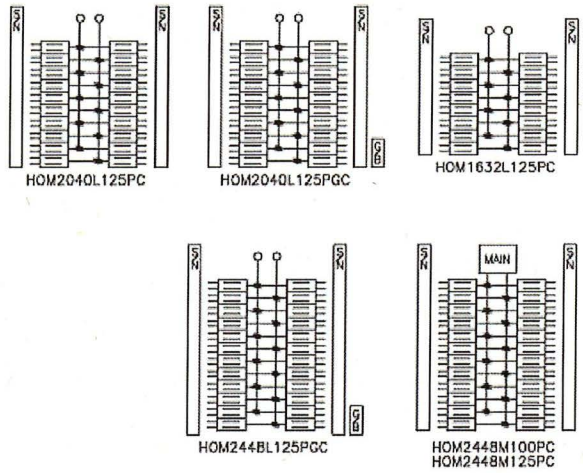
Approximate Dimensions



KNOCKOUTS							
SYMBOL	A	B	C	D	E	F	G
IN	.50	.75	1.00	1.25	1.50	2.00	2.50
MM	13	19	25	32	38	51	64

HOM2040L125PGC

Connections and Wiring Diagrams



EcoTouch® PINK® FIBERGLAS™ Insulation

Manufacturers Fact Sheet

This fact sheet contains important details about Owens Corning's™ **EcoTouch® PINK® FIBERGLAS™ Insulation.** Read it carefully. The chart below covers the entire line of EcoTouch® products sold under the names Thermal Batt, FastBatt, Cathedral Batt, Basement Blanket™, Sound Attenuation Batt (SAB) and Sonobatts®. The chart includes all products, both unfaced and faced with Kraft paper, foil, polyethylene ("Poly"), FSK or PSK.

EcoTouch® PINK® FIBERGLAS™ Insulation

R-value	Thickness (inches)	Width (inches)	Length (inches)	Piece Sq. Ft.	Pieces/ Package	Package Sq. Ft.
8	2.5	16	96	10.7	20	213.3
8	2.5	24	96	16.0	20	320.0
11	3.5	15	93	9.7	16	155.0
11	3.5	15	94	9.8	9	88.1
11	3.5	15	105	10.9	16	175.0
11	3.5	16	96	10.7	16	170.7
11	3.5	23	93	14.9	16	237.7
11	3.5	23	96	15.3	16	245.3
11	3.5	24	48	8.0	32	256.0
11	3.5	24	96	16.0	16	256.0
11	3.5	48	720	240.0	1	240.0
13	3.5	11	93	7.1	22	156.3
13	3.5	15	93	9.7	10	96.9
13	3.5	15	93	9.7	11	106.6
13	3.5	15	93	9.7	13	125.9
13	3.5	15	105	10.9	12	131.3
13	3.5	15	94	9.8	9	88.1
13	3.5	15.25	93	9.8	12	118.2
13	3.5	15.25	93	9.8	13	128.0
13	3.5	15.25	105	11.1	12	133.4
13	3.5	16	96	10.7	11	117.3
13	3.5	16	96	10.7	13	138.7
13	3.5	19.25	93	12.4	11	136.8

EcoTouch® PINK® FIBERGLAS™ Insulation

R-value	Thickness (inches)	Width (inches)	Length (inches)	Piece Sq. Ft.	Pieces/ Package	Package Sq. Ft.
13	3.5	23	93	14.9	11	163.4
13	3.5	24	48	8.0	24	192.0
13	3.5	24	96	16.0	11	176.0
13	3.5	24	96	16.0	12	192.0
13	3.5	48	480	160.0	1	160.0
15	3.5	11	93	7.1	14	99.5
15	3.5	15	93	9.7	7	67.8
15	3.5	15	93	9.7	8	77.5
15	3.5	15	105	10.9	7	76.6
15	3.5	15	105	10.9	8	87.5
15	3.5	16	96	10.7	7	74.7
15	3.5	16	96	10.7	8	85.3
15	3.5	23	93	14.9	7	104.0
15	3.5	24	96	16.0	7	112.0
19	6.25	11	93	7.1	16	113.7
19	6.25	15	48	5.0	16	80.0
19	6.25	15	93	9.7	8	77.5
19	6.25	15	94	9.8	5	49.0
19	6.25	15	105	10.9	8	87.5
19	6.25	15	470	49.0	1	49.0
19	6.25	15.25	93	9.8	8	78.8
19	6.25	15.25	105	11.1	8	89.0
19	6.25	16	48	5.3	16	85.3
19	6.25	16	96	10.7	8	85.3
19	6.25	19.25	48	6.4	16	102.7
19	6.25	19.25	93	12.4	8	99.5
19	6.25	19.25	96	12.8	8	102.7
19	6.25	23	48	7.7	16	122.7
19	6.25	23	93	14.9	8	118.8
19	6.25	23	94	15.0	5	75.1
19	6.25	23	96	15.3	8	122.7
19	6.25	23	470	75.1	1	75.1
19	6.25	24	48	8.0	16	128.0
19	6.25	24	96	16.0	8	128.0
19	6.25	48	470	156.7	1	156.7
19	6.25	48	480	160.0	1	160.0
21	5.5	15	93	9.7	7	67.8
21	5.5	15	93	9.7	8	77.5
21	5.5	15	105	10.9	8	87.5
21	5.5	16	96	10.7	7	74.7
21	5.5	23	93	14.9	6	89.1
21	5.5	24	96	16.0	7	112.0
22	6.75	15	48	5.0	14	70.0

Read This Before You Buy

What you should know about R-Values

The chart shows the R-values of this insulation. R means resistance to heat flow. The higher the R-value, the greater the insulating power. Compare insulation R-values before you buy.

There are other factors to consider. The amount of insulation you need depends mainly on the climate you live in. Also, your fuel savings from insulation will depend on the climate, the type and size of house, the amount of insulation already in your house, and your fuel-use patterns and family size. If you buy too much insulation, it will cost you more than what you'll save on fuel.

To get the marked R-value, it is essential that this insulation be installed properly.

EcoTouch® PINK® FIBERGLAS™ Insulation

INNOVATIONS FOR LIVING®

Manufacturers Fact Sheet

EcoTouch® PINK® FIBERGLAS™ Insulation

R-value	Thickness (inches)	Width (inches)	Length (inches)	Piece Sq. Ft.	Pieces/ Package	Package Sq. Ft.
22	6.75	23	48	7.7	14	107.3
22	6.75	24	48	8.0	14	112.0
25	8	19.25	96	12.8	6	77.0
25	8	23	96	15.3	6	92.0
25	8	16	96	10.7	6	64.0
25	8	16	48	5.3	12	64.0
25	8	24	96	16.0	6	96.0
30	9.5	12	48	4.0	20	80.0
30	9.5	15	48	5.0	10	50.0
30	9.5	15	300	31.3	1	31.3
30	9.5	16	48	5.3	10	53.3
30	9.5	16	48	5.3	11	58.7
30	9.5	19.25	48	6.4	10	64.2
30	9.5	23	300	47.9	1	47.9
30	9.5	24	48	8.0	10	80.0
30	9.5	24	48	8.0	11	88.0
30	8.25	15.5	48	5.2	11	56.8
30	8.25	23.75	45	7.4	10	74.2
30	8.25	23.75	48	7.9	10	79.2
38	12	16	48	5.3	8	42.7
38	12	19.25	48	6.4	8	51.3
38	12	24	48	8.0	8	64.0
38	10.25	15.5	48	5.2	8	41.3
38	10.25	23.75	48	7.9	8	63.3

Please contact 419-248-6557 for additional information. Email: gettech@owenscorning.com

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Technical information contained herein is furnished without charge or obligation and is given and accepted at recipient's sole risk. Because conditions of use may vary and are beyond our control, Owens Corning makes no representation about, and is not responsible or liable for the accuracy or reliability of data associated with particular uses of any product described herein.

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ONE OWENS CORNING PARKWAY
TOLEDO, OHIO, USA 43659
1-800-GET-PINK®
www.owenscorning.com

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Single Pole Wide View Motion Activated Light Control

LEVITON

Cat. Nos. DOS02, DVS02 - INDOOR USE ONLY

Ratings: 120VAC, 60Hz 250 W Incandescent/Halogen, 2 A Resistive, 150W LED and CFL, 250 VA ELV, 200VA MLV

WARNINGS:

- **TO AVOID FIRE, SHOCK OR DEATH: TURN OFF POWER AT CIRCUIT BREAKER OR FUSE AND TEST THAT THE POWER IS OFF BEFORE WIRING!**
- **TO AVOID PERSONAL INJURY OR PROPERTY DAMAGE, DO NOT** install to control a receptacle, or a load in excess of the specified rating.
- To be installed and/or used in accordance with electrical codes and regulations.
- If you are not sure about any part of these instructions, consult an electrician.

CAUTIONS:

- To avoid damage to the product, **DO NOT** use disinfecting products, including foggers, sprays or other types of atomized cleaning agents.
- **DO NOT** spray liquid onto the product.
- To clean use a damp cloth with mild soap.
- No user serviceable components. **DO NOT** attempt to service or repair.
- Use this device **WITH COPPER OR COPPER CLAD WIRE ONLY.**

PK-A3345-10-00-2B

INSTALLATION INSTRUCTIONS **ENGLISH**

Features

- Cat. Nos. DOS02 and DVS02 have a sensing angle of 180° and a sensing area of coverage of 30 x 30 ft. See coverage diagram for details.
- Adjustable ambient light (DOS02 only), time delay and area of coverage controls. See adjustment setting section for details.
- Indicator light alerts the user of device status.
- Adjustable time delay setting for 1, 5, 10 and 20 minutes plus a test mode with 5 seconds on. A Temporary Bypass mode that disables the Auto-on feature is available only for DOS02.
- With Zero Cross turn-ON technology to extend the life of the switching relays.
- Color change kits are available in white, light almond, ivory, black, brown, and gray.
- Also available with larger loads, 3-way (cat. nos. DOS05/DVS05) and multi-way or multi-sensor (cat. nos. DOS15/DVS15)

Mounting Location

- The device responds to temperature changes and care should be taken when mounting the device.
- **DO NOT** mount directly above a heat source, in a location where hot or cold drafts will blow directly on the sensor, or where unintended motion (e.g., hallway traffic) will be within sensor's field-of-view.

You Will Need

- Slotted/Phillips screwdriver
- Electrical tape
- Cutters
- Pliers

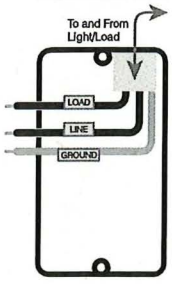
Installation

WARNING: TO AVOID FIRE, SHOCK OR DEATH, turn off power at circuit breaker or fuse and test that the power is off before wiring.

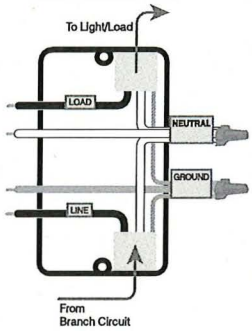
1. Identify your wires (most common):

NOTE: Neutral wire (if present), or a Ground wire is required for operation. If the wiring in the wall box does not resemble this configuration, consult an electrician.

No Neutral wire



With Neutral wire

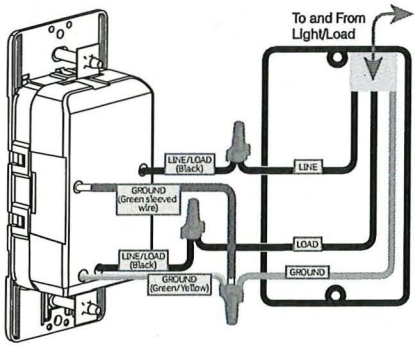


2a. Wire (when Neutral is NOT present).

Working on one connection at a time, connect wires as shown.

NOTES:

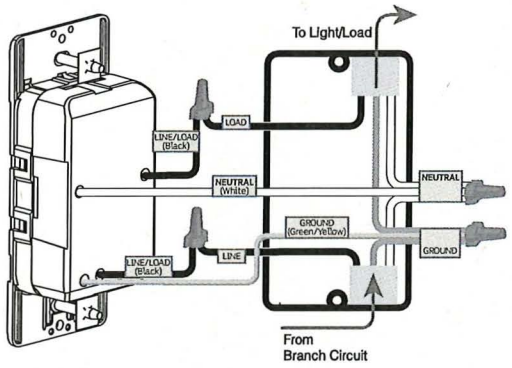
- This device is designed so the Line and Load wires can be wired interchangeably.
- Both GREEN wires need to be connected to Ground.



2b. Wire (when Neutral is present).

Remove the Green sleeve from the White wire. Working on one connection at a time, connect wires as shown.

NOTE: This device is designed so the line and load wires can be wired interchangeably.



3. Test and mount.

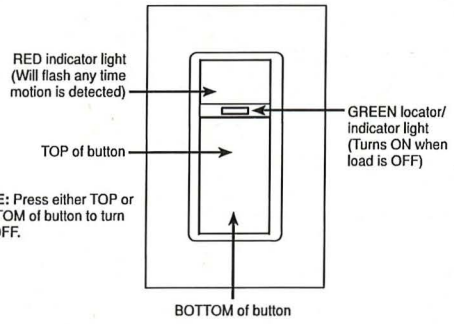
- Restore power. Wait 10-20 seconds for sensor to power up.
- Lights will turn ON when push pad is pressed. For cat. no. DOS02, the lights will also turn ON with any motion event after the warm-up period.

NOTE: If lights do not turn ON, refer to the "What to do if..." section.

Turn off power at circuit breaker before completing the installation.

- Gently push wires into wall box. Screw light control to box.
- Install wallplate.
- Restore power.

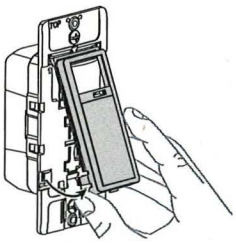
Operation



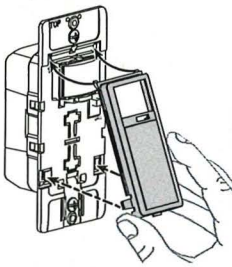
NOTE: Press either TOP or BOTTOM of button to turn ON/OFF.

Changing your device color

Remove



Replace

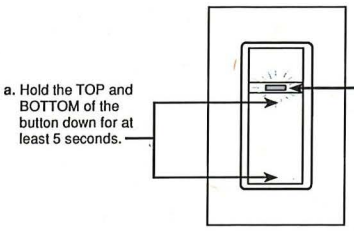


Available in White (W), Light Almond (T), Ivory (I), Brown (B), Black (E), Grey (G), (DOSKT-1Lx)

WEB VERSION

Programming

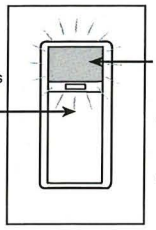
1. Enter Programming Mode. Make sure the load is ON.



a. Hold the TOP and BOTTOM of the button down for at least 5 seconds.

b. A GREEN light will appear and stay ON for 5 seconds, indicating that you have successfully entered Programming Mode.

2. Select each setting you wish to change, one at a time, to program the option desired **(see table below)**.



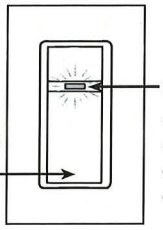
a. To advance from one setting to the next, press the TOP of the button once each time.

NOTE: The settings will cycle from 1 to 2 to 3, and then back to 1.

- **Setting 1: Time Period/Time** that light/load Will Stay ON (RED light will blink once/second if selected)
- **Setting 2: Sensitivity to Motion** (RED light will blink twice/second if selected)
- **Setting 3: Ambient Light Setting** (RED light will blink 3 times/second if selected) for Occupancy sensor only!

NOTE: Once you enter Programming Mode, multiple settings can be changed before saving and exiting.

3. Change the option within each setting **(see the table below for the options)**.
NOTE: The default option for each setting is listed in the table in bold.



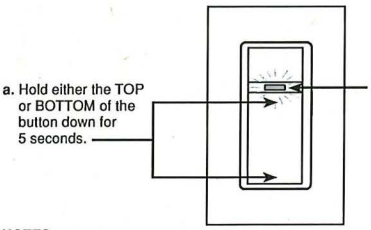
a. To advance from one option to the next, press the BOTTOM of the button once each time.

NOTE: The options will cycle from 1 to 2 to 3 to 4, and then back to 1.

b. A GREEN light will blink to indicate the option you selected.

- **Option 1** = 1 blink/second
- **Option 2** = 2 blinks/second
- **Option 3** = 3 blinks/second
- **Option 4** = 4 blinks/second

4. Save your settings and exit the Programming Mode.



a. Hold either the TOP or BOTTOM of the button down for 5 seconds.

b. A GREEN light will appear and stay ON for 5 seconds, indicating that you have successfully exited the Programming Mode and your settings have been saved.

NOTES:

- After 30 seconds of inactivity, the device will automatically exit Programming Mode and setting changes will not be saved.
- When you enter Programming Mode again, you will start at the Timer setting, in the last saved option row (default is Option 3: 10 minutes).

Setting Types and Options (defaults are in bold)

	Setting 1	Setting 2	Setting 3
Option Number	**TIMER** (Duration of time for which load is ON since last detected motion)	**SENSITIVITY** (Sensitivity to motion – adjusting the major and minor detection range.)	**DOS02 only - AMBIENT LIGHT** (If the room is brighter than the setting selected, the load will not turn ON.)
Option 1 (1 blink)	1 minute	Low (50% Range)	Low Light level
Option 2 (2 blinks)	5 minutes	**Medium**	**Medium Light level**
Option 3 (3 blinks)	**10 minutes**	High	High/Brightest light level
Option 4 (4 blinks)	20 minutes	All settings to default	Disabled – turns ON for all light levels

Test Mode

1. To test that your device is working properly, hold the TOP of the button down for 5 seconds. A RED light will blink once every 2 seconds.
2. Walk around in any area to be tested. During Test Mode, every motion detected will trigger the load for 5 seconds.
3. Exit Test Mode by pressing either the TOP or BOTTOM of the button. The Test Mode will also time-out after 2 minutes.

The locator LED function is disabled while in Test Mode.

Temporary Disable

1. To temporary disable the light or load from turning on, press and hold the bottom of the button for 5 seconds.
2. The sensor will Ignore motion keeping the light/load off. GREEN light will double flash every 2 seconds during this mode.
3. Exit by pressing either the top or bottom of the button.

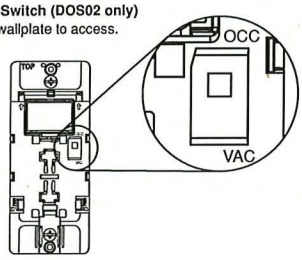
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When to use Occupancy or Vacancy

Programing Mode	When to use this setting	Amount of Ambient Light Present	Turns light ON when...	Light turns OFF when...
Occupancy (DOS02 only)	When automatic ON/OFF lighting control is desired.	1. Low - Light will turn ON automatically if room is darkest. 2. Medium- Light will turn ON automatically if room has more light. 3. High - Light will turn ON automatically if room has the most light 4. Disabled - Light will turn ON always.	User walks into the view of the sensor when the light is OFF and it is darker than the ambient light level set. OR TOP or BOTTOM of button is pushed.	No motion is detected for the duration of the programmed time period. OR TOP or BOTTOM of button is pushed.
Vacancy	When Manual ON, Automatic OFF lighting control is desired.	N/A	TOP or BOTTOM of button is pushed. OR User moves around within 30 secs of the light turning OFF.	TOP or BOTTOM of button is pushed. OR No motion is detected for the duration of the programmed time period.

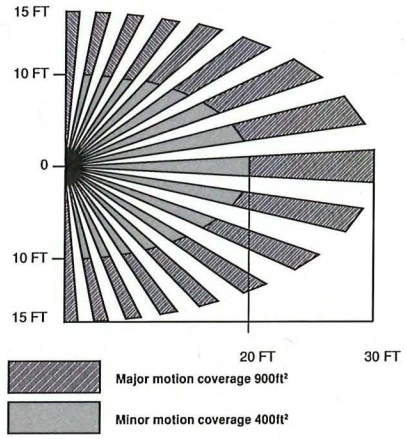
NOTE: When pressing the button to turn the light OFF manually, the sensor will ignore motion for 30 seconds to allow user to exit the room (without re-triggering the light).

Occupancy/Vacancy Switch (DOS02 only)
Remove color kit and wallplate to access.

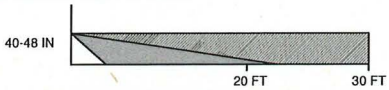


Sensing Area Coverage

1. Horizontal field of view:



2. Vertical field of view:



What to do if...

Issue	Make this adjustment
Lights do not operate with push pad and RED indicator does not blink when motion is present.	• Verify wiring connections to sensor. • Make sure that control is installed correctly. • Make sure the power is ON. • Check to make sure the light bulb is functional.
Lights do not switch ON when motion is detected (DOS02).	• Motion is beyond sensing range - move closer to switch. • Adjust the ambient light level lower (Option 3, 2, 1 or disable). The RED light will blink to indicate motion. If it is blinking and the load is not turning ON, it could be due to ambient light . • Check to make sure that the Occ-Vac switch is in OCC position.
Lights always stay ON	• Check time delay settings and compare to how long the lights stay ON. • Make sure no motion occurs in coverage area for time selected by covering the lens. • Check that switch is not installed near a heat source (like stove lights, heat vents) or detecting motion from an adjacent area (like hallway traffic) and if it is, relocate it.

Scan this code with your cell phone camera to watch a video on how to program the settings on the Leviton Decora Motion Sensor light switch.

Patents covering this product, if any, can be found on www.leviton.com/patents.

Leviton, the Leviton logo and Decora are the registered trademarks of Leviton Mfg. Co., Inc.

FCC AND INDUSTRY CANADA COMPLIANCE STATEMENT: This device complies with Part 15 of the FCC Rules and ISED License-exempt RSS standard(s). Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) This device must accept any interference received, including interference that may cause undesired operation. Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment. To comply with FCC/ISED RF exposure limits for general population / uncontrolled exposure, the antenna(s) used for this transmitter must be installed to provide a separation distance of at least 20 cm from all persons and must not be co-located or operating in conjunction with any other antenna or transmitter different from that to which the receiver is connected.

FCC CAUTION: Any changes or modifications not expressly approved by Leviton Manufacturing Co., Inc., could void the user's authority to operate the equipment.

FOR CANADA ONLY
For warranty information and/or product returns, residents of Canada should contact Leviton in writing at Leviton Manufacturing of Canada Ltd to the attention of the Quality Assurance Department, 165 Hymus Blvd, Pointe-Claire (Quebec), Canada H9R 1E9 or by telephone at 1-800-405-5320.

LIMITED 5 YEAR WARRANTY For Leviton's limited product warranty, go to www.leviton.com. For a printed copy of the warranty,call 1-800-824-3005.

For Technical Assistance Call: 1-800-824-3005 (USA Only) or 1-800-405-5320 (Canada Only) www.leviton.com

LEVITON

GP PLYTANIUM® PLYWOOD

Specifications– Sanded AC & BC Plywood

Plytanium® sanded AC and BC plywood panels are suitable for interior and exterior applications including do-it-yourself projects, cabinets, shelving, furniture, porch ceilings, soffits and flooring underlayment.

Available Types & Sizes (Sized for 4′ x 8′)

Length (Minimum)	7′-11⅞″ (2.435 m)
Width (Minimum)	3′-11⅞″ (1.216 m)

Building Code Performance Categories, Panel Thickness

- 1/4 CAT, 0.234″ (5.94 mm)
- 11/32 CAT, 0.328″ (8.33 mm)
- 15/32 CAT, 0.453″ (11.50 mm)
- 19/32 CAT, 0.578″ (14.68 mm)
- 23/32 CAT, 0.703″ (17.85 mm)

Specifications

Length/Width Tolerance	+0, –1/16″ (+0, –1.6 mm), based on 4′ or 8′ value
Straightness Tolerance	±1/16″ (±1.6 mm)
Squareness Tolerance	±⅛″ (±3.2 mm)
Primary Species	Southern Yellow Pine
Testing Agency	APA®-The Engineered Wood Association
Classification	**Exterior** – Plywood suitable for repeated wetting and redrying or long-term exposure to weather and other conditions of similar severity.
Code Fire Classification	Class III or C
Flame Spread Rating	75-200, smoke-developed index <450
Building Code Compliance	PS 1-09

Other Information

Forestry Certification

Plytanium siding panels are made from Sustainable Forestry Initiative® (SFI®) certified responsible wood sources.

SUSTAINABLE FORESTRY INITIATIVE Certified Sourcing www.sfiprogram.org SFI-00007

Green Building Programs

See our Plytanium plywood Green Certification Points sheet at *www.builditbetter.com* for more information on potential point contributions towards specific green building programs.

NGBS Green Certified

Plytanium plywood is Home Innovation NGBS Green Certified for Resource Efficiency and Indoor Environmental Quality. Please visit *Homeinnovation.com/Green* for more information.

Home Innovation NGBS GREEN CERTIFIED℠ RESOURCE EFFICIENCY INDOOR ENVIRONMENTAL QUALITY

International Shipping

To prevent the introduction and spread of plant pests, ISPM 15: International Standards for Phytosanitary Measures, requires that internationally shipped solid wood pallets be debarked, treated with heat or fumigated with methyl bromide, and marked with a seal of compliance. **Pallets made with engineered wood, including Plytanium plywood, are exempt from ISPM 15 regulations.** This is because the process of manufacturing engineered wood destroys any live organisms in the wood. *(Source: "Boxes, Crate and Reel Manufactuing", PerformancePanels.com)*

GP PLYTANIUM® PLYWOOD

Specifications– Sanded AC & BC Plywood

Formaldehyde Emission

Plytanium sanded plywood panels contain no added urea formaldehyde resins. Emission levels for certified PS 1 structural panels are exempt by the California Air Resources Board (CARB) in the Composite Wood Air Toxic Control Measure (ATCM) and phenolic bonded structural panels are exempt from testing or monitoring by HUD in the Manufactured Home Construction and Safety Standards.

Manufacturing Locations

Location	APA Mill Number	Zip Code	Harvest Radius
Camden, TX	515	75934	90 miles
Corrigan, TX	516	75939	90 miles
Dudley, NC	348	28333	80 miles
Emporia, VA	230	23847	40 miles
Gurdon, AR	517	71743	60 miles
Madison, GA	404	30650	100 miles
Prosperity, SC	329	29127	80 miles
Taylorsville, MS	282	39168	50 miles

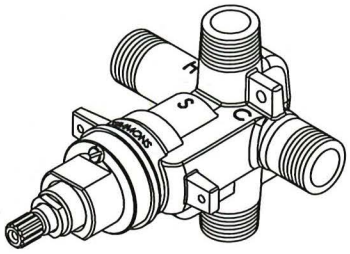
GP Georgia-Pacific

Georgia-Pacific Wood Products
133 Peachtree St., N.E.
Atlanta, GA 30303
800-284-5347 *www.builditbetter.com*

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SYMMONS® Temptrol®
the smart choice™

PRESSURE BALANCING TUB/SHOWER VALVE BODY SPECIFICATION SUBMITTAL



MODEL NUMBERS

- ☐ **262BODY**
  Pressure Balancing tub/shower valve body
- ☐ **162BODY**
  Pressure Balancing tub/shower valve body with pressure testing cap

FEATURE HIGHLIGHTS

- Brass, bronze and stainless steel construction
- Pressure balancing mixing valve to maintain safe shower temperature
- Adjustable stop screw to control maximum hot water temperature to valve
- 4 port valve body in common plane
- Inlets: 1/2" IPS and 1/2" sweat
- Outlets: 1/2" IPS and 1/2" sweat
- Accommodates back to back installations
- Accommodates thin wall installations
- Stringer mounts included

OPTIONS/MODIFICATIONS

- ☐ **-BR** Mounting bracket
- ☐ **-RV** Reverse seat for back to back installations

INLET/OUTLET ADAPTERS

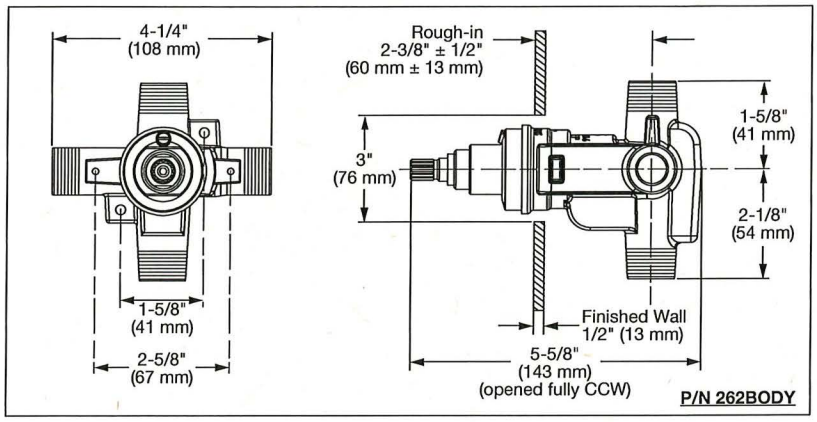
- ☐ **-CP** CPVC fittings
- ☐ **-P1** PEX crimp fittings
- ☐ **-P2** PEX expansion fittings

COMPLIANCE

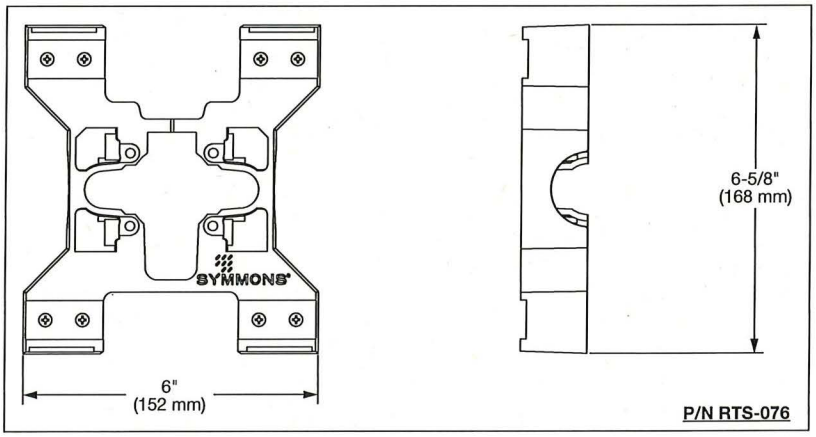
- ASME A112.18.1/CSA B125.1
- ASSE 1016
- Buy American Act Compliant

WARRANTY

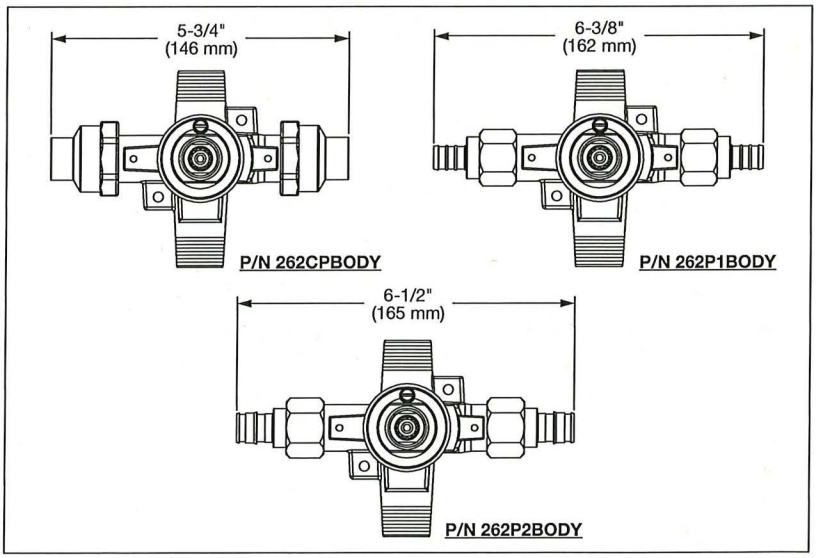
Limited Lifetime - to the original end purchaser in consumer installations.
5 Years - for commercial installations.
Refer to www.symmons.com/warranty for complete warranty information.



P/N 262BODY



P/N RTS-076



P/N 262CPBODY
P/N 262P1BODY
P/N 262P2BODY

Symmons Industries, Inc. ▪ 31 Brooks Drive ▪ Braintree, MA 02184 ▪ Phone: (800) 796-6667 ▪ Fax: (800) 961-9621
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SAFETY DATA SHEET

1. Identification

Product identifier **Oatey Purple Primer- NSF Listed for PVC and CPVC**

Other means of identification

Product code 1402E

Synonyms Part Numbers: 30755(TV), 30756(TV), 30757(TV), 30758, 30759, 30927

Recommended use Joining PVC Pipes

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Company Name Oatey Co.

Address 4700 West 160th St.
Cleveland, OH 44135

Telephone 216-267-7100

E-mail info@oatey.com

Transport Emergency Chemtrec 1-800-424-9300 (Outside the US 1-703-527-3887)

Emergency First Aid 1-877-740-5015

Contact person MSDS Coordinator

2. Hazard(s) identification

Physical hazards	Flammable liquids	Category 2
Health hazards	Acute toxicity, oral	Category 4
	Skin corrosion/irritation	Category 2
	Serious eye damage/eye irritation	Category 2A
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
	Specific target organ toxicity, single exposure	Category 3 narcotic effects
	Aspiration hazard	Category 1

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Highly flammable liquid and vapor. Harmful if swallowed. May be fatal if swallowed and enters airways. Causes skin irritation. Causes serious eye irritation. May cause respiratory irritation. May cause drowsiness or dizziness.

Precautionary statement

Prevention Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Keep container tightly closed. Ground/bond container and receiving equipment. Use explosion-proof electrical/ventilating/lighting equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Avoid breathing mist or vapor. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection.

Response If swallowed: Immediately call a poison center/doctor. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a poison center/doctor if you feel unwell. Rinse mouth. Do NOT induce vomiting. If skin irritation occurs: Get medical advice/attention. If eye irritation persists: Get medical advice/attention. Take off contaminated clothing and wash before reuse. In case of fire: Use appropriate media to extinguish.

Storage	Store in a well-ventilated place. Keep container tightly closed. Keep cool. Store locked up.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	Frequent or prolonged contact may defat and dry the skin, leading to discomfort and dermatitis. May form explosive peroxides. Contains a chemical classified by the US EPA as a suspected possible carcinogen.

Supplemental information

Not applicable.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Acetone	67-64-1	25-40
Cyclohexanone	108-94-1	25-40
Furan, Tetrahydro-	109-99-9	15-30
Methyl ethyl ketone	78-93-3	15-30

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
Skin contact	Take off immediately all contaminated clothing. Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.
Ingestion	Call a physician or poison control center immediately. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Aspiration may cause pulmonary edema and pneumonitis.
Most important symptoms/effects, acute and delayed	Irritation of nose and throat. Aspiration may cause pulmonary edema and pneumonitis. Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. May cause respiratory irritation. Vapors have a narcotic effect and may cause headache, fatigue, dizziness and nausea. Skin irritation. May cause redness and pain.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Thermal burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. In case of shortness of breath, give oxygen. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
General information	Take off all contaminated clothing immediately. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Wash contaminated clothing before reuse.

5. Fire-fighting measures

Suitable extinguishing media	Alcohol resistant foam. Water fog. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Vapors may form explosive mixtures with air. Vapors may travel considerable distance to a source of ignition and flash back. During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	In case of fire and/or explosion do not breathe fumes. Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Highly flammable liquid and vapor. This product contains tetrahydrofuran that may form explosive organic peroxide when exposed to air or light or with age.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Wear appropriate protective equipment and clothing during clean-up. Avoid breathing mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Take precautionary measures against static discharge. Use only non-sparking tools. Keep combustibles (wood, paper, oil, etc.) away from spilled material. This product is miscible in water.

Large Spills: Stop the flow of material, if this is without risk. Use water spray to reduce vapors or divert vapor cloud drift. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Prevent entry into waterways, sewer, basements or confined areas. Following product recovery, flush area with water.

Small Spills: Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.

Environmental precautions

Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling

Vapors may form explosive mixtures with air. Do not handle, store or open near an open flame, sources of heat or sources of ignition. Protect material from direct sunlight. Explosion-proof general and local exhaust ventilation. Take precautionary measures against static discharges. All equipment used when handling the product must be grounded. Use non-sparking tools and explosion-proof equipment. Avoid breathing mist or vapor. Avoid contact with eyes, skin, and clothing. Avoid prolonged exposure. Do not taste or swallow. When using, do not eat, drink or smoke. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Keep away from heat, sparks and open flame. Prevent electrostatic charge build-up by using common bonding and grounding techniques. Store in a cool, dry place out of direct sunlight. Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Acetone (CAS 67-64-1)	PEL	2400 mg/m3 1000 ppm
Cyclohexanone (CAS 108-94-1)	PEL	200 mg/m3 50 ppm
Furan, Tetrahydro- (CAS 109-99-9)	PEL	590 mg/m3 200 ppm
Methyl ethyl ketone (CAS 78-93-3)	PEL	590 mg/m3 200 ppm

US. ACGIH Threshold Limit Values

Components	Type	Value
Acetone (CAS 67-64-1)	STEL	750 ppm
	TWA	500 ppm
Cyclohexanone (CAS 108-94-1)	STEL	50 ppm
	TWA	20 ppm
Furan, Tetrahydro- (CAS 109-99-9)	STEL	100 ppm

US. ACGIH Threshold Limit Values

Components	Type	Value
	TWA	50 ppm
Methyl ethyl ketone (CAS 78-93-3)	STEL	300 ppm
	TWA	200 ppm

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Acetone (CAS 67-64-1)	TWA	590 mg/m3
		250 ppm
Cyclohexanone (CAS 108-94-1)	TWA	100 mg/m3
		25 ppm
Furan, Tetrahydro- (CAS 109-99-9)	STEL	735 mg/m3
		250 ppm
	TWA	590 mg/m3
		200 ppm
Methyl ethyl ketone (CAS 78-93-3)	STEL	885 mg/m3
		300 ppm
	TWA	590 mg/m3
		200 ppm

Biological limit values

ACGIH Biological Exposure Indices

Components	Value	Determinant	Specimen	Sampling Time
Acetone (CAS 67-64-1)	50 mg/l	Acetone	Urine	*
Cyclohexanone (CAS 108-94-1)	80 mg/l	1,2-Cyclohexanediol, with hydrolysis	Urine	*
	8 mg/l	Cyclohexanol, with hydrolysis	Urine	*
Furan, Tetrahydro- (CAS 109-99-9)	2 mg/l	Tetrahydrofuran	Urine	*
Methyl ethyl ketone (CAS 78-93-3)	2 mg/l	MEK	Urine	*

* - For sampling details, please see the source document.

Exposure guidelines

US - California OELs: Skin designation

Cyclohexanone (CAS 108-94-1) Can be absorbed through the skin.

US - Minnesota Haz Subs: Skin designation applies

Cyclohexanone (CAS 108-94-1) Skin designation applies.

US - Tennessee OELs: Skin designation

Cyclohexanone (CAS 108-94-1) Can be absorbed through the skin.

US ACGIH Threshold Limit Values: Skin designation

Cyclohexanone (CAS 108-94-1) Can be absorbed through the skin.
Furan, Tetrahydro- (CAS 109-99-9) Can be absorbed through the skin.

US. NIOSH: Pocket Guide to Chemical Hazards

Cyclohexanone (CAS 108-94-1) Can be absorbed through the skin.

Appropriate engineering controls Explosion-proof general and local exhaust ventilation. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection Face shield is recommended. Wear safety glasses with side shields (or goggles).

Skin protection	
Hand protection	Wear appropriate chemical resistant gloves.
Other	Wear appropriate chemical resistant clothing.
Respiratory protection	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	When using, do not eat, drink or smoke. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance	
Physical state	Liquid.
Form	Translucent liquid.
Color	Purple
Odor	Solvent.
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	Not available.
Initial boiling point and boiling range	151 °F (66.11 °C)
Flash point	14.0 - 23.0 °F (-10.0 - -5.0 °C)
Evaporation rate	5.5 - 8
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	1.8
Flammability limit - upper (%)	11.8
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	145 mm Hg @ 20 C
Vapor density	2.5
Relative density	0.84 +/- 0.02 @20°C
Solubility(ies)	
Solubility (water)	Negligible
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Bulk density	7 lb/gal
VOC (Weight %)	< 550 g/l SQACMD Method 24

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Avoid heat, sparks, open flames and other ignition sources. Avoid temperatures exceeding the flash point. Contact with incompatible materials.
Incompatible materials	Acids. Strong oxidizing agents. Ammonia. Amines. Isocyanates. Caustics.

Hazardous decomposition products No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation May be fatal if swallowed and enters airways. Headache. Nausea, vomiting. May cause irritation to the respiratory system. Vapors have a narcotic effect and may cause headache, fatigue, dizziness and nausea. Prolonged inhalation may be harmful.

Skin contact Causes skin irritation.

Eye contact Causes serious eye irritation.

Ingestion May be fatal if swallowed and enters airways. Harmful if swallowed. Harmful if swallowed. Droplets of the product aspirated into the lungs through ingestion or vomiting may cause a serious chemical pneumonia.

Symptoms related to the physical, chemical and toxicological characteristics Irritation of nose and throat. Aspiration may cause pulmonary edema and pneumonitis. Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. May cause respiratory irritation. Skin irritation. May cause redness and pain. Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting.

Information on toxicological effects

Acute toxicity May be fatal if swallowed and enters airways. Narcotic effects. May cause respiratory irritation.

Components	Species	Test Results
Acetone (CAS 67-64-1)		
Acute		
Dermal		
LD50	Rabbit	20 ml/kg
Inhalation		
LC50	Rat	50 mg/l, 8 Hours
Oral		
LD50	Rat	5800 mg/kg
Cyclohexanone (CAS 108-94-1)		
Acute		
Dermal		
LD50	Rabbit	948 mg/kg
Inhalation		
LC50	Rat	8000 ppm, 4 hours
Oral		
LD50	Rat	1540 mg/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation Causes skin irritation.

Serious eye damage/eye irritation Causes serious eye irritation.

Respiratory or skin sensitization

Respiratory sensitization Not available.

Skin sensitization This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity In 2012 USEPA Integrated Risk Information System (IRIS) reviewed a two species inhalation lifetime study on THF conducted by NTP (1998). Male rats developed renal tumors and female mice developed liver tumors while neither the female rats nor the male mice showed similar results. Because the carcinogenic mechanisms could not be identified clearly in either species for either tumor, the EPA determined that the male rat and female mouse findings are relevant to the assessment of carcinogenic potential in humans. Therefore, the IRIS review concludes that these data in aggregate indicate that there is "suggestive evidence of carcinogenic potential" following exposure to THF by all routes of exposure.

IARC Monographs. Overall Evaluation of Carcinogenicity

Cyclohexanone (CAS 108-94-1) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Narcotic effects. May cause drowsiness and dizziness. Respiratory tract irritation.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	May be fatal if swallowed and enters airways.
Chronic effects	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components		Species	Test Results
Acetone (CAS 67-64-1)			
Aquatic			
Fish	LC50	Fathead minnow (Pimephales promelas)	> 100 mg/l, 96 hours
Cyclohexanone (CAS 108-94-1)			
Aquatic			
Fish	LC50	Fathead minnow (Pimephales promelas)	481 - 578 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.

Partition coefficient n-octanol / water (log Kow)

Acetone (CAS 67-64-1)	-0.24
Cyclohexanone (CAS 108-94-1)	0.81
Furan, Tetrahydro- (CAS 109-99-9)	0.46
Methyl ethyl ketone (CAS 78-93-3)	0.29

Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1993
UN proper shipping name	Flammable liquids, n.o.s. (Methyl ethyl ketone RQ = 26274 LBS, Acetone RQ = 13130 LBS)
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Label(s)	3
Packing group	II

Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB2, T7, TP1, TP8, TP28
Packaging exceptions	150
Packaging non bulk	202
Packaging bulk	242

IATA

UN number	UN1993
UN proper shipping name	Flammable liquid, n.o.s. (Methyl ethyl ketone, Acetone)
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Packing group	II
Environmental hazards	No.
ERG Code	3H
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1993
UN proper shipping name	FLAMMABLE LIQUID, N.O.S. (Methyl ethyl ketone, Acetone)
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Packing group	II
Environmental hazards	
Marine pollutant	No.
EmS	F-E, S-E
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not available.

15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Acetone (CAS 67-64-1)	LISTED
Cyclohexanone (CAS 108-94-1)	LISTED
Furan, Tetrahydro- (CAS 109-99-9)	LISTED
Methyl ethyl ketone (CAS 78-93-3)	LISTED

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - Yes
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2) and Chemical Code Number

Acetone (CAS 67-64-1)	6532
Methyl ethyl ketone (CAS 78-93-3)	6714

Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))

Acetone (CAS 67-64-1)	35 %WV
Methyl ethyl ketone (CAS 78-93-3)	35 %WV

DEA Exempt Chemical Mixtures Code Number

Acetone (CAS 67-64-1)	6532
Methyl ethyl ketone (CAS 78-93-3)	6714

US state regulations

US. Massachusetts RTK - Substance List

Acetone (CAS 67-64-1)
Cyclohexanone (CAS 108-94-1)
Furan, Tetrahydro- (CAS 109-99-9)
Methyl ethyl ketone (CAS 78-93-3)

US. New Jersey Worker and Community Right-to-Know Act

Acetone (CAS 67-64-1)
Cyclohexanone (CAS 108-94-1)
Furan, Tetrahydro- (CAS 109-99-9)
Methyl ethyl ketone (CAS 78-93-3)

US. Pennsylvania Worker and Community Right-to-Know Law

Acetone (CAS 67-64-1)
Cyclohexanone (CAS 108-94-1)
Furan, Tetrahydro- (CAS 109-99-9)
Methyl ethyl ketone (CAS 78-93-3)

US. Rhode Island RTK

Acetone (CAS 67-64-1)
Cyclohexanone (CAS 108-94-1)
Furan, Tetrahydro- (CAS 109-99-9)
Methyl ethyl ketone (CAS 78-93-3)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	27-May-2015
Revision date	-
Version #	01
HMIS® ratings	Health: 2 Flammability: 3 Physical hazard: 0

NFPA ratings



Disclaimer

The information in the sheet was written based on the best knowledge and experience currently available. Oatey Co. cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use.



#9 x 3-1/8 in. Star Drive Bugle Head Multi-Purpose Framing Screw Extended Contractor Pack (720-Piece)
by GRK Fasteners ★★★★★ (1161)

$70.40 /box
Save $2.18 (3%)

Product Details

Specifications

Dimensions

Screw Length	3-1/8 in	Thread Pitch (mm)	2.0 mm
Threads Per Inch (TPI)	12.7		

Details

Color Family	Yellow	Drive Style	Star
Fastener Plating	Polymer	Fastener Type	Wood Screw
Fastener/Connector Material	Steel	Features	ACQ Rated, Coated, Self Drilling, Self Tapping
Finish	Climatek Coated	Finish Family	Metallic
Head Style	Bugle Head	Included	Driver Bit
Interior/Exterior	Exterior, Interior	Materials Fastened	Wood to Wood
Measurement Standard	SAE	Package Quantity	720
Product Weight (lb.)	7.72 lb	Returnable	90-Day
Size	#9		

Warranty / Certifications

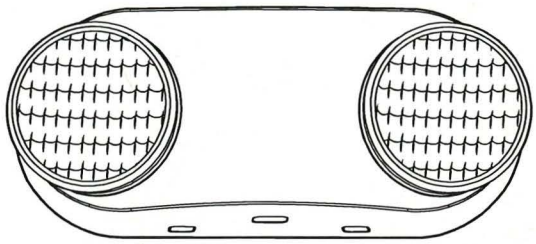
Manufacturer Warranty	No

PRODUCT SPECIFICATIONS

LED OVAL EMERGENCY UNIT W BATTERY

Commercial Electric™

EMLEDOV120277 SKU# 1003821751 (White)
EMBLEDOV120277 SKU# 1005190235 (Black)



SPECIFICATIONS	
Model Number	EMLEDOV120277/ EMBLEDOV120277
SKU	1003821751/ 1005190235
OSMID	306606871 / 312379020
Power	1.6W
AC Voltage, Frequency	120-277V, 60 Hz
Color Temp (nom.)	4000K Emergency Heads
Operation Temp	32°F ~ 104°F
CRI	80
Lumen Output (min.)	166 lm
Max Mounting Height	16.25 FT
Emergency Run Time	Min 90 min with included 3.6V Ni-Cad Batt
Efficacy	103 lm/watt

PACKAGING	
Weight (±0.5 lb)	1.1 lbs
Size (L x W x H) (±0.1 in)*	10.0 in x 2.5 in x 4.0 in
Box Dimensions LxWxH	10.25 in x 4.38 in x 3.0 in
Gross Weight	1.38 lbs
UPC	853711008083 / 853711008298

* Dimensions include Emergency Heads

KEY FEATURES

- Fully Adjustable Heads
- Dual Voltage 120/277 VAC, 60 Hz
- Test switch/power indicator light
- Rear Mount
- 3.6V Ni-Cad Battery with Min 90 Min Run Time
- 5 Year Warranty

HOUSING CONSTRUCTION

- Injection molded, color stable, high impact UL 94-5VA rated polycarbonate
- Available in White or Black textured finish
- Easy mount feature for fast installation

INCLUDED IN BOX

- Oval Emergency Unit (1)
- 3.6V Ni-Cad Back Up Battery (1)
- All Necessary Mounting Hardware

RATINGS

- UL 924 Listed
- UL Damp Location Rated
- Life Safety NFPA 101
- CEC,T20, DOE Listed
- NEC/OSHA

Job Name:	
Tag#	

Submittal Data Sheet | 4MXS36RMVJUA

4 Port, 3-Ton Outdoor Heat Pump



*12 YEAR PARTS LIMITED WARRANTY

Complete warranty details available from your local dealer or at www.daikincomfort.com. To receive the 12-Year Parts Limited Warranty, online registration must be completed within 60 days of installation. Online registration is not required in California or Quebec. *If product is installed in a commercial application, limited warranty period is 5 years.*

Efficiency

	SEER	EER	HSPF	COP
Non-Ducted	17.7	9.2	12.2	3.89
Ducted	14	7.9	8.2	4.27
Mixed	15.85	8.55	10.2	4.08

Performance

Cooling (Btu/hr)	
Rated	36,000
Operating Range	14°F – 115°F
Rated Cooling Conditions:	Indoor: 80°F DB/67°F WB Outdoor: 95°F DB/75°F WB

Heating (Btu/hr)	
Rated	36,000
Operating Range	5°F – 60°F
Rated Heating Conditions:	Indoor: 70°F DB/60°F WB Outdoor: 47°F DB/43°F WB

Electrical

	208/60/1	230/60/1
System MCA	23.9	23.9
System MFA	25	25
Compressor RLA	17.5	17.5
Outdoor fan motor FLA	.42	.42
Outdoor fan motor W	122	122

MFA: Max. fuse amps **MCA**: Min. circuit amps (A) **FLA**: Full load amps (A)
RLA: Rated load amps (A) **W**: Fan motor rated output (W)

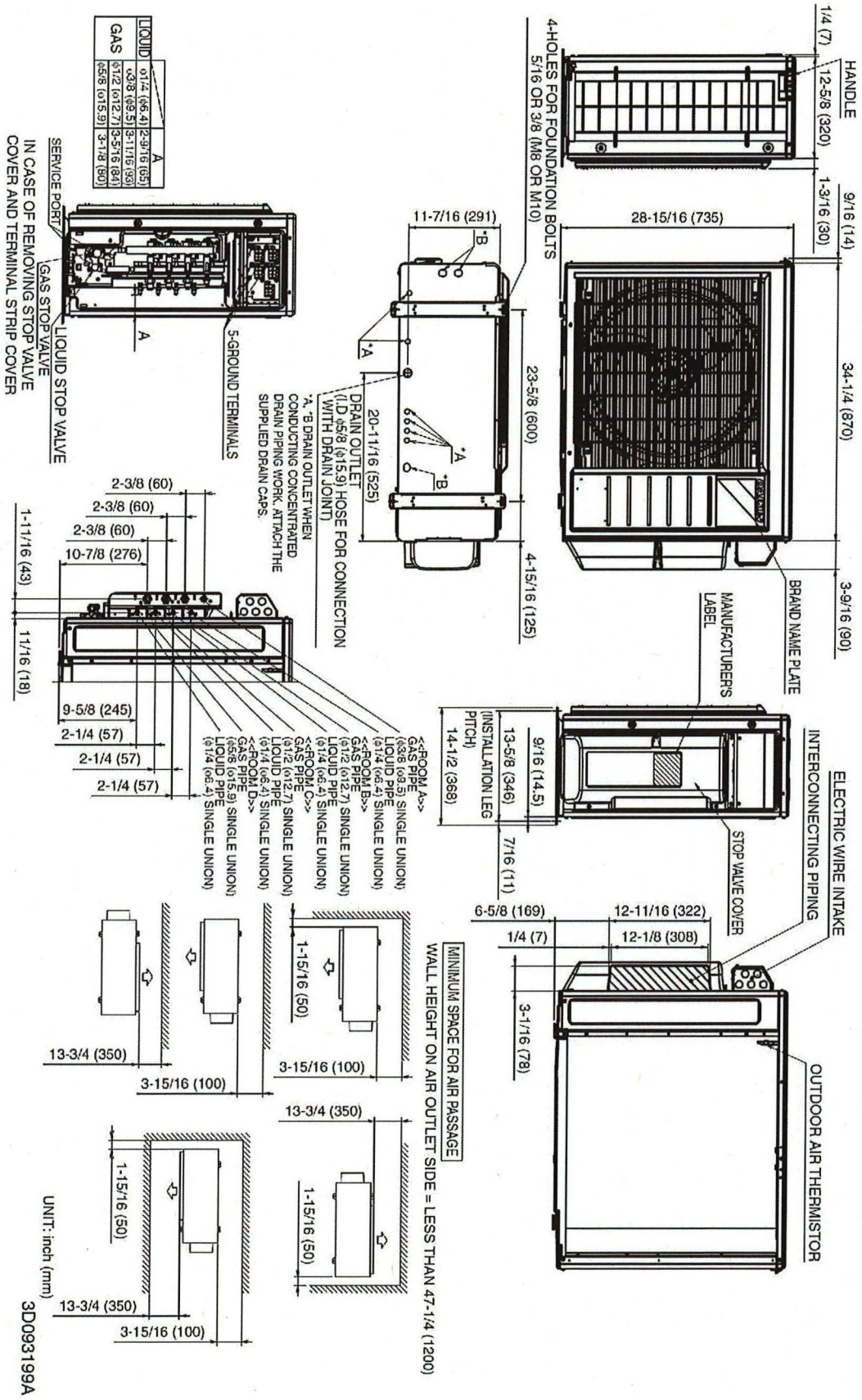
Outdoor Specifications

Compressor	Hermetically Sealed Swing Type			
Refrigerant	R-410A			
Factory Charge (Lbs)	6.17			
Refrigerant Oil	PVE (FVC50K)			
Airflow Rate (cfm)	**Cooling**		**Heating**	
	H	2,613	H	2,351
	M	2,440	M	2,210
	L	1,727	L	1,119
Sound Pressure Level (dBA)	54 / 56			
Dimensions (H × W × D) (in)	28-15/16 × 34-1/4 × 12-5/8			
Weight (Lbs)	139			

Piping

Liquid (in)	¼ x 4
Gas (in)	3/8 x 1, ½ x 2, 5/8 x 1
Drain (in)	11/16
Max. System Piping Length (ft)	230
Max. Interunit Piping Length (ft)	82
Max. Height Difference – IDU to ODU (ft)	49.25
Max. Height Difference – IDU to IDU (ft)	24.625
Chargeless (ft)	131.6
Additional Charge of Refrigerant (oz/ft)	.21

4MXS36RMVJUA Dimensional Data



Optional Accessories

Included	Part Number	Description
	DACA-WB-3	Mounting Bracket
	KEH063A4E	Drain Pan Heater 2/3/4MXS & 2/3MXL
	KPW063B4	Air Adjustment Grille
	KKG063A42	Back protection wire net
	KKG063A43	Side protection wire net
	KPS063A41	Snow hood (intake side plate)
	KPS063A44	Snow hood (intake rear plate)
	KPS063A47	Snow hood (outlet)

Non- Ducted, 60 Hz, 208-230V

Combination of indoor unit	Cooling Capacity of each indoor unit / Heating Capacity of each indoor unit					
	Each Capacity				Total Indoor Unit Capacity	
	A room	B room	C room	D room	Rating	(min ~ max)
07	7.60	—	—	—	7.60	6.80 ~ 8.40
	8.80	—	—	—	8.80	8.30 ~ 9.70
09	9.80	—	—	—	9.80	6.90 ~ 10.80
	11.30	—	—	—	11.30	11.20 ~ 12.50
12	13.00	—	—	—	13.00	7.00 ~ 14.40
	15.00	—	—	—	15.00	11.10 ~ 16.70
15	16.30	—	—	—	16.30	8.20 ~ 18.00
	18.80	—	—	—	18.80	10.50 ~ 20.80
18	19.50	—	—	—	19.50	8.20 ~ 21.60
	22.50	—	—	—	22.50	10.50 ~ 25.00
24	26.00	—	—	—	26.00	8.60 ~ 28.80
	27.00	—	—	—	27.00	10.30 ~ 34.40
07+07	7.60	7.60	—	—	15.20	8.20 ~ 16.80
	8.75	8.75	—	—	17.50	10.40 ~ 19.40
07+09	7.69	9.61	—	—	17.30	8.30 ~ 19.20
	8.89	11.11	—	—	20.00	10.30 ~ 22.20
07+12	7.49	13.11	—	—	20.60	8.30 ~ 22.80
	8.47	14.83	—	—	23.30	10.20 ~ 26.60
07+15	6.80	17.00	—	—	23.80	9.30 ~ 26.40
	7.29	18.21	—	—	25.50	9.80 ~ 31.30
07+18	6.70	20.10	—	—	26.80	9.30 ~ 30.00
	6.95	20.85	—	—	27.80	9.70 ~ 36.00
07+24	6.99	24.81	—	—	31.80	9.60 ~ 34.40
	7.10	25.20	—	—	32.30	9.60 ~ 39.80
09+09	9.75	9.75	—	—	19.50	8.30 ~ 21.60
	11.25	11.25	—	—	22.50	10.20 ~ 25.00
09+12	9.50	13.30	—	—	22.80	8.40 ~ 25.20
	10.33	14.47	—	—	24.80	10.10 ~ 29.70
09+15	8.67	17.33	—	—	26.00	9.30 ~ 28.80
	9.00	18.00	—	—	27.00	9.70 ~ 34.40
09+18	8.38	20.12	—	—	28.50	9.30 ~ 31.50
	8.62	20.68	—	—	29.30	9.70 ~ 37.30
09+24	8.72	24.78	—	—	33.50	9.60 ~ 35.80
	8.80	25.00	—	—	33.80	9.60 ~ 41.10
12+12	13.00	13.00	—	—	26.00	8.50 ~ 28.80
	13.50	13.50	—	—	27.00	10.00 ~ 34.40
12+15	11.74	16.76	—	—	28.50	9.40 ~ 31.50
	12.06	17.24	—	—	29.30	9.60 ~ 37.30
12+18	11.42	19.58	—	—	31.00	9.40 ~ 33.60
	11.61	19.89	—	—	31.50	9.60 ~ 39.20
12+24	11.89	24.11	—	—	36.00	9.70 ~ 38.00
	11.89	24.11	—	—	36.00	9.50 ~ 43.00
15+15	15.50	15.50	—	—	31.00	10.00 ~ 33.60
	15.75	15.75	—	—	31.50	9.30 ~ 39.20
15+18	15.23	18.27	—	—	33.50	10.00 ~ 35.80
	15.36	18.44	—	—	33.80	9.30 ~ 41.10
15+24	14.88	21.12	—	—	36.00	10.20 ~ 38.00
	14.88	21.12	—	—	36.00	9.20 ~ 43.00
18+18	18.00	18.00	—	—	36.00	10.00 ~ 38.00
	18.00	18.00	—	—	36.00	9.30 ~ 43.00
18+24	16.49	19.51	—	—	36.00	10.20 ~ 38.00
	16.49	19.51	—	—	36.00	9.20 ~ 43.00
24+24	18.00	18.00	—	—	36.00	10.30 ~ 38.00
	18.00	18.00	—	—	36.00	8.60 ~ 36.50
07+07+07	7.60	7.60	7.60	—	22.80	9.20 ~ 25.20
	8.27	8.27	8.27	—	24.80	9.60 ~ 29.70
07+07+09	7.66	7.66	9.58	—	24.90	9.30 ~ 27.60
	8.09	8.09	10.12	—	26.30	9.60 ~ 32.90
07+07+12	7.39	7.39	12.92	—	27.70	9.40 ~ 30.70
	7.60	7.60	13.30	—	28.50	9.50 ~ 36.60
07+07+15	6.71	6.71	16.78	—	30.20	10.00 ~ 32.90
	6.84	6.84	17.10	—	30.80	9.20 ~ 38.50
07+07+18	6.54	6.54	19.62	—	32.70	10.00 ~ 35.10
	6.60	6.60	19.80	—	33.00	9.20 ~ 40.50
07+07+24	6.49	6.49	23.02	—	36.00	10.20 ~ 38.00
	6.49	6.49	23.03	—	36.00	9.20 ~ 43.00

4MXS36RMVJUA Capacity Tables

DAIKIN

Combination of indoor unit	Cooling Capacity of each indoor unit Heating Capacity of each indoor unit Each Capacity				Total Indoor Unit Capacity	
	A room	B room	C room	D room	Rating	(min ~ max)
07+09+09	7.66	9.57	9.57	—	26.80	9.40 ~ 30.00
	7.93	9.93	9.93	—	27.80	9.50 ~ 36.00
07+09+12	7.33	9.16	12.81	—	29.30	9.40 ~ 32.20
	7.50	9.38	13.13	—	30.00	9.50 ~ 37.90
07+09+15	6.69	8.37	16.74	—	31.80	10.00 ~ 34.40
	6.80	8.50	17.00	—	32.30	9.20 ~ 39.80
07+09+18	6.53	8.17	19.60	—	34.30	10.00 ~ 36.50
	6.57	8.21	19.71	—	34.50	9.20 ~ 41.70
07+09+24	6.21	7.76	22.03	—	36.00	10.20 ~ 38.00
	6.21	7.76	22.03	—	36.00	9.10 ~ 43.00
07+12+12	7.07	12.37	12.37	—	31.80	9.50 ~ 34.40
	7.19	12.56	12.56	—	32.30	9.40 ~ 39.80
07+12+15	6.53	11.43	16.33	—	34.30	10.00 ~ 36.50
	6.57	11.50	16.42	—	34.50	9.20 ~ 41.70
07+12+18	6.26	10.96	18.78	—	36.00	10.10 ~ 38.00
	6.26	10.96	18.78	—	36.00	9.20 ~ 43.00
07+12+24	5.71	10.00	20.29	—	36.00	10.20 ~ 38.00
	5.71	10.00	20.29	—	36.00	9.10 ~ 43.00
07+15+15	6.01	15.00	15.00	—	36.00	10.40 ~ 38.00
	5.99	15.00	15.00	—	36.00	9.00 ~ 43.00
07+15+18	5.54	13.85	16.61	—	36.00	10.40 ~ 38.00
	5.54	13.85	16.62	—	36.00	9.00 ~ 43.00
07+18+18	5.14	15.43	15.43	—	36.00	10.40 ~ 38.00
	5.14	15.43	15.43	—	36.00	9.00 ~ 43.00
09+09+09	9.50	9.50	9.50	—	28.50	9.40 ~ 31.50
	9.77	9.77	9.77	—	29.30	9.50 ~ 37.30
09+09+12	9.12	9.12	12.77	—	31.00	9.50 ~ 33.60
	9.26	9.26	12.97	—	31.50	9.40 ~ 39.20
09+09+15	8.38	8.38	16.75	—	33.50	10.00 ~ 35.80
	8.45	8.45	16.89	—	33.80	9.20 ~ 41.10
09+09+18	8.18	8.18	19.65	—	36.00	10.10 ~ 38.00
	8.18	8.18	19.63	—	36.00	9.20 ~ 43.00
09+09+24	7.44	7.44	21.13	—	36.00	10.20 ~ 38.00
	7.44	7.44	21.11	—	36.00	9.10 ~ 43.00
09+12+12	8.82	12.34	12.34	—	33.50	9.50 ~ 35.80
	8.88	12.45	12.45	—	33.80	9.40 ~ 41.10
09+12+15	8.18	11.45	16.36	—	36.00	10.10 ~ 38.00
	8.18	11.45	16.36	—	36.00	9.10 ~ 43.00
09+12+18	7.50	10.50	18.00	—	36.00	10.10 ~ 38.00
	7.50	10.50	18.00	—	36.00	9.10 ~ 43.00
09+12+24	6.87	9.62	19.51	—	36.00	10.20 ~ 38.00
	6.87	9.62	19.51	—	36.00	9.10 ~ 43.00
09+15+15	7.20	14.40	14.40	—	36.00	10.40 ~ 38.00
	7.20	14.40	14.40	—	36.00	9.00 ~ 43.00
09+15+18	6.67	13.33	16.00	—	36.00	10.40 ~ 38.00
	6.67	13.33	16.00	—	36.00	9.00 ~ 43.00
09+15+24	6.16	12.33	17.51	—	36.00	10.40 ~ 38.00
	6.16	12.33	17.51	—	36.00	9.00 ~ 43.00
09+18+18	6.21	14.90	14.90	—	36.00	10.40 ~ 38.00
	6.22	14.90	14.90	—	36.00	9.00 ~ 43.00
12+12+12	12.00	12.00	12.00	—	36.00	9.60 ~ 38.00
	12.00	12.00	12.00	—	36.00	9.30 ~ 43.00
12+12+15	10.50	10.50	15.01	—	36.00	10.10 ~ 38.00
	10.50	10.50	15.00	—	36.00	9.10 ~ 43.00
12+12+18	9.69	9.69	16.62	—	36.00	10.10 ~ 38.00
	9.69	9.69	16.62	—	36.00	9.10 ~ 43.00
12+12+24	8.94	8.94	18.13	—	36.00	10.10 ~ 38.00
	8.94	8.94	18.13	—	36.00	9.00 ~ 43.00
12+15+15	9.33	13.33	13.33	—	36.00	10.40 ~ 38.00
	9.33	13.33	13.33	—	36.00	9.00 ~ 43.00
12+15+18	8.69	12.41	14.90	—	36.00	10.40 ~ 38.00
	8.69	12.41	14.90	—	36.00	9.00 ~ 43.00
12+18+18	8.13	13.94	13.94	—	36.00	10.40 ~ 38.00
	8.13	13.94	13.94	—	36.00	9.00 ~ 43.00
15+15+15	12.00	12.00	12.00	—	36.00	10.40 ~ 38.00
	12.00	12.00	12.00	—	36.00	9.00 ~ 43.00

4MXS36RMVJUA Capacity Tables

Combination of indoor unit	Cooling Capacity of each indoor unit Heating Capacity of each indoor unit					
	Each Capacity				Total Indoor Unit Capacity	
	A room	B room	C room	D room	Rating	(min ~ max)
15+15+18	11.25	11.25	13.50	—	36.00	10.40 ~ 38.00
	11.25	11.25	13.50	—	36.00	9.00 ~ 43.00
07+07+07+07	7.33	7.33	7.33	7.33	29.30	10.00 ~ 32.20
	7.50	7.50	7.50	7.50	30.00	9.20 ~ 37.90
07+07+07+09	7.29	7.29	7.29	9.12	31.00	10.00 ~ 33.60
	7.41	7.41	7.41	9.27	31.50	9.10 ~ 39.20
07+07+07+12	7.05	7.05	7.05	12.34	33.50	10.00 ~ 35.80
	7.12	7.12	7.12	12.45	33.80	9.10 ~ 41.10
07+07+07+15	6.55	6.55	6.55	16.36	36.00	10.40 ~ 38.00
	6.55	6.55	6.55	16.35	36.00	9.00 ~ 43.00
07+07+07+18	6.00	6.00	6.00	18.00	36.00	10.40 ~ 38.00
	6.00	6.00	6.00	18.01	36.00	9.00 ~ 43.00
07+07+07+24	5.50	5.50	5.50	19.51	36.00	10.40 ~ 38.00
	5.50	5.50	5.50	19.52	36.00	9.00 ~ 43.00
07+07+09+09	7.27	7.27	9.08	9.08	32.70	10.00 ~ 35.10
	7.33	7.33	9.17	9.17	33.00	9.10 ~ 40.50
07+07+09+12	7.04	7.04	8.80	12.32	35.20	10.10 ~ 37.30
	7.06	7.06	8.83	12.35	35.30	9.10 ~ 42.40
07+07+09+15	6.26	6.26	7.83	15.65	36.00	10.40 ~ 38.00
	6.26	6.26	7.83	15.66	36.00	9.00 ~ 43.00
07+07+09+18	5.76	5.76	7.19	17.28	36.00	10.40 ~ 38.00
	5.76	5.76	7.20	17.29	36.00	9.00 ~ 43.00
07+07+09+24	5.29	5.29	6.61	18.79	36.00	10.40 ~ 38.00
	5.29	5.29	6.61	18.79	36.00	9.00 ~ 43.00
07+07+12+12	6.55	6.55	11.45	11.45	36.00	10.10 ~ 38.00
	6.55	6.55	11.45	11.45	36.00	9.10 ~ 43.00
07+07+12+15	5.76	5.76	10.07	14.40	36.00	10.40 ~ 38.00
	5.76	5.76	10.08	14.41	36.00	9.00 ~ 43.00
07+07+12+18	5.33	5.33	9.33	16.00	36.00	10.40 ~ 38.00
	5.33	5.33	9.33	16.00	36.00	9.00 ~ 43.00
07+07+15+15	5.14	5.14	12.86	12.86	36.00	10.40 ~ 38.00
	5.14	5.14	12.86	12.86	36.00	9.00 ~ 43.00
07+07+15+18	4.80	4.80	12.00	14.40	36.00	10.40 ~ 38.00
	4.80	4.80	12.00	14.40	36.00	9.00 ~ 43.00
07+09+09+09	7.23	9.03	9.03	9.03	34.30	10.10 ~ 36.50
	7.27	9.08	9.08	9.08	34.50	9.10 ~ 41.70
07+09+09+12	6.87	8.57	8.57	12.00	36.00	10.10 ~ 38.00
	6.86	8.57	8.57	12.00	36.00	9.10 ~ 43.00
07+09+09+15	6.00	7.50	7.50	15.00	36.00	10.40 ~ 38.00
	6.00	7.50	7.50	15.00	36.00	9.00 ~ 43.00
07+09+09+18	5.54	6.92	6.92	16.62	36.00	10.40 ~ 38.00
	5.54	6.92	6.92	16.63	36.00	9.00 ~ 43.00
07+09+12+12	6.26	7.83	10.97	10.96	36.00	10.10 ~ 38.00
	6.26	7.83	10.96	10.96	36.00	9.00 ~ 43.00
07+09+12+15	5.54	6.92	9.69	13.85	36.00	10.40 ~ 38.00
	5.54	6.92	9.69	13.85	36.00	9.00 ~ 43.00
07+09+12+18	5.14	6.43	9.00	15.43	36.00	10.40 ~ 38.00
	5.14	6.43	9.00	15.43	36.00	9.00 ~ 43.00
07+09+15+15	4.97	6.21	12.42	12.41	36.00	10.40 ~ 38.00
	4.97	6.21	12.42	12.41	36.00	9.00 ~ 43.00
07+12+12+12	5.75	10.08	10.08	10.08	36.00	10.20 ~ 38.00
	5.77	10.08	10.08	10.08	36.00	9.00 ~ 43.00
07+12+12+15	5.14	9.00	9.00	12.86	36.00	10.40 ~ 38.00
	5.14	9.00	9.00	12.86	36.00	9.00 ~ 43.00
09+09+09+09	9.00	9.00	9.00	9.00	36.00	10.10 ~ 38.00
	9.00	9.00	9.00	9.00	36.00	9.10 ~ 43.00
09+09+09+12	8.18	8.18	8.18	11.45	36.00	10.10 ~ 38.00
	8.18	8.18	8.18	11.45	36.00	9.00 ~ 43.00
09+09+09+15	7.20	7.20	7.20	14.40	36.00	10.40 ~ 38.00
	7.20	7.20	7.20	14.40	36.00	9.00 ~ 43.00
09+09+09+18	6.67	6.67	6.67	16.00	36.00	10.40 ~ 38.00
	6.67	6.67	6.67	16.01	36.00	9.00 ~ 43.00
09+09+12+12	7.50	7.50	10.50	10.50	36.00	10.20 ~ 38.00
	7.50	7.50	10.50	10.50	36.00	9.00 ~ 43.00
09+09+12+15	6.67	6.67	9.34	13.33	36.00	10.40 ~ 38.00
	6.67	6.67	9.33	13.34	36.00	9.00 ~ 43.00

4MXS36RMVJUA Capacity Tables

Combination of indoor unit	Cooling Capacity of each indoor unit Heating Capacity of each indoor unit					
	Each Capacity				Total Indoor Unit Capacity	
	A room	B room	C room	D room	Rating	(min ~ max)
09+09+12+18	6.21	6.21	8.70	14.90	36.00	10.40 ~ 38.00
	6.21	6.21	8.70	14.90	36.00	9.00 ~ 43.00
09+09+15+15	6.00	6.00	12.00	12.00	36.00	10.40 ~ 38.00
	6.00	6.00	12.00	12.00	36.00	9.00 ~ 42.95
09+12+12+12	6.93	9.69	9.69	9.69	36.00	10.20 ~ 38.00
	6.91	9.69	9.69	9.69	36.00	9.00 ~ 43.00
09+12+12+15	6.21	8.69	8.69	12.41	36.00	10.40 ~ 38.00
	6.21	8.69	8.69	12.41	36.00	9.00 ~ 43.00
12+12+12+12	9.00	9.00	9.00	9.00	36.00	10.20 ~ 38.00
	9.00	9.00	9.00	9.00	36.00	9.00 ~ 43.00

Ducted, 60 Hz, 208-230V

Combination of indoor unit	Cooling Capacity of each indoor unit Heating Capacity of each indoor unit Each Capacity				Total Indoor Unit Capacity	
	A room	B room	C room	D room	Rating	(min ~ max)
09	9.40	—	—	—	9.40	6.70 ~ 9.40
	10.70	—	—	—	10.70	10.60 ~ 12.50
12	12.50	—	—	—	12.50	6.70 ~ 12.50
	14.30	—	—	—	14.30	11.60 ~ 16.70
15	15.60	—	—	—	15.60	7.50 ~ 15.60
	17.00	—	—	—	17.00	11.20 ~ 20.80
18	18.80	—	—	—	18.80	7.50 ~ 18.80
	19.70	—	—	—	19.70	11.20 ~ 25.00
24	25.00	—	—	—	25.00	7.80 ~ 25.00
	25.00	—	—	—	25.00	11.10 ~ 29.70
09+09	9.40	9.40	—	—	18.80	8.10 ~ 18.80
	11.05	11.05	—	—	22.10	10.80 ~ 25.00
09+12	9.12	12.78	—	—	21.90	8.10 ~ 21.90
	9.29	13.00	—	—	22.30	10.80 ~ 27.30
09+15	8.33	16.67	—	—	25.00	8.70 ~ 25.00
	8.33	16.67	—	—	25.00	10.50 ~ 30.80
09+18	7.79	18.71	—	—	26.50	8.70 ~ 27.00
	7.79	18.71	—	—	26.50	10.50 ~ 32.00
09+24	7.68	21.82	—	—	29.50	8.90 ~ 31.00
	7.68	21.82	—	—	29.50	10.40 ~ 36.00
12+12	12.50	12.50	—	—	25.00	8.10 ~ 25.00
	15.90	15.90	—	—	31.80	10.80 ~ 31.80
12+15	10.91	15.59	—	—	26.50	8.70 ~ 27.00
	10.91	15.59	—	—	26.50	10.50 ~ 32.00
12+18	10.32	17.68	—	—	28.00	8.70 ~ 29.00
	10.32	17.68	—	—	28.00	10.50 ~ 34.00
12+24	10.24	20.76	—	—	31.00	8.90 ~ 33.00
	10.24	20.76	—	—	31.00	10.40 ~ 38.00
15+15	14.00	14.00	—	—	28.00	9.20 ~ 29.00
	14.00	14.00	—	—	28.00	10.20 ~ 34.00
15+18	13.41	16.09	—	—	29.50	9.20 ~ 31.00
	13.41	16.09	—	—	29.50	10.20 ~ 36.00
15+24	12.93	18.37	—	—	31.30	9.40 ~ 33.30
	12.93	18.37	—	—	31.30	10.10 ~ 38.00
18+18	15.50	15.50	—	—	31.00	9.20 ~ 33.00
	15.50	15.50	—	—	31.00	10.20 ~ 38.00
18+24	14.52	17.18	—	—	31.70	9.40 ~ 33.50
	14.43	17.07	—	—	31.50	10.10 ~ 38.00
24+24	16.15	16.15	—	—	32.30	9.50 ~ 34.00
	16.00	16.00	—	—	32.00	9.50 ~ 35.60
09+09+09	8.83	8.83	8.83	—	26.50	9.10 ~ 27.00
	8.83	8.83	8.83	—	26.50	10.10 ~ 32.00
09+09+12	8.24	8.24	11.53	—	28.00	9.10 ~ 29.00
	8.24	8.24	11.52	—	28.00	10.10 ~ 34.00
09+09+15	7.38	7.38	14.75	—	29.50	9.60 ~ 31.00
	7.38	7.38	14.75	—	29.50	9.90 ~ 36.00
09+09+18	7.05	7.05	16.92	—	31.00	9.60 ~ 33.00
	7.05	7.05	16.91	—	31.00	9.90 ~ 38.00
09+09+24	6.55	6.55	18.61	—	31.70	9.70 ~ 33.50
	6.51	6.51	18.48	—	31.50	9.80 ~ 38.00
09+12+12	7.76	10.87	10.87	—	29.50	9.10 ~ 31.00
	7.77	10.87	10.87	—	29.50	10.10 ~ 36.00
09+12+15	7.05	9.86	14.09	—	31.00	9.60 ~ 33.00
	7.05	9.86	14.09	—	31.00	9.90 ~ 38.00
09+12+18	6.52	9.13	15.65	—	31.30	9.60 ~ 33.30
	6.52	9.13	15.65	—	31.30	9.90 ~ 38.00
09+12+24	6.11	8.55	17.34	—	32.00	9.70 ~ 33.80
	6.07	8.50	17.24	—	31.80	9.80 ~ 38.00
09+15+15	6.26	12.52	12.52	—	31.30	9.90 ~ 33.30
	6.26	12.52	12.52	—	31.30	9.70 ~ 38.00
09+15+18	5.87	11.74	14.09	—	31.70	9.90 ~ 33.50
	5.83	11.67	14.00	—	31.50	9.70 ~ 38.00
09+15+24	5.53	11.06	15.71	—	32.30	10.00 ~ 34.00
	5.48	10.96	15.56	—	32.00	9.60 ~ 38.00
09+18+18	5.52	13.24	13.24	—	32.00	9.90 ~ 33.80
	5.48	13.16	13.16	—	31.80	9.70 ~ 38.00

4MXS36RMVJUA Capacity Tables

Combination of indoor unit	Cooling Capacity of each indoor unit Heating Capacity of each indoor unit					
	Each Capacity				Total Indoor Unit Capacity	
	A room	B room	C room	D room	Rating	(min ~ max)
12+12+12	10.33	10.33	10.33	—	31.00	9.10 ~ 33.00
	10.33	10.33	10.33	—	31.00	10.10 ~ 38.00
12+12+15	9.13	9.13	13.04	—	31.30	9.60 ~ 33.30
	9.13	9.13	13.04	—	31.30	9.90 ~ 38.00
12+12+18	8.53	8.53	14.62	—	31.70	9.60 ~ 33.50
	8.48	8.48	14.55	—	31.50	9.90 ~ 38.00
12+12+24	8.02	8.02	16.25	—	32.30	9.60 ~ 34.00
	7.94	7.94	16.10	—	32.00	9.60 ~ 38.00
12+15+15	8.21	11.74	11.74	—	31.70	9.90 ~ 33.50
	8.17	11.67	11.67	—	31.50	9.70 ~ 38.00
12+15+18	7.72	11.03	13.24	—	32.00	9.90 ~ 33.80
	7.68	10.97	13.16	—	31.80	9.70 ~ 38.00
12+18+18	7.28	12.50	12.50	—	32.30	9.90 ~ 34.00
	7.22	12.39	12.39	—	32.00	9.70 ~ 38.00
15+15+15	10.67	10.67	10.67	—	32.00	10.10 ~ 33.80
	10.60	10.60	10.60	—	31.80	9.50 ~ 38.00
15+15+18	10.09	10.09	12.10	—	32.30	10.10 ~ 34.00
	10.00	10.00	11.99	—	32.00	9.50 ~ 38.00
09+09+09+09	7.75	7.75	7.75	7.75	31.00	9.90 ~ 32.98
	7.75	7.75	7.75	7.75	31.00	9.60 ~ 38.00
09+09+09+12	7.11	7.11	7.11	9.96	31.30	9.90 ~ 33.30
	7.11	7.11	7.11	9.97	31.30	9.60 ~ 38.00
09+09+09+15	6.34	6.34	6.34	12.68	31.70	10.10 ~ 33.50
	6.30	6.30	6.30	12.60	31.50	9.40 ~ 38.00
09+09+09+18	5.93	5.93	5.93	14.22	32.00	10.10 ~ 33.80
	5.89	5.89	5.89	14.12	31.80	9.40 ~ 38.00
09+09+12+12	6.60	6.60	9.25	9.25	31.70	9.90 ~ 33.50
	6.56	6.56	9.19	9.19	31.50	9.60 ~ 38.00
09+09+12+15	5.93	5.93	8.29	11.85	32.00	10.10 ~ 33.80
	5.89	5.89	8.24	11.78	31.80	9.40 ~ 38.00
09+09+12+18	5.57	5.57	7.79	13.37	32.30	10.10 ~ 34.00
	5.52	5.52	7.71	13.24	32.00	9.40 ~ 38.00
09+09+15+15	5.38	5.38	10.77	10.77	32.30	10.30 ~ 34.00
	5.33	5.33	10.67	10.67	32.00	9.30 ~ 38.00
09+12+12+12	6.16	8.62	8.62	8.62	32.00	9.90 ~ 33.80
	6.12	8.56	8.56	8.56	31.80	9.60 ~ 38.00
09+12+12+15	5.57	7.80	7.80	11.14	32.30	10.10 ~ 34.00
	5.52	7.72	7.72	11.03	32.00	9.40 ~ 38.00
12+12+12+12	8.08	8.08	8.08	8.08	32.30	9.90 ~ 34.00
	8.00	8.00	8.00	8.00	32.00	9.60 ~ 38.00

CHARLOTTE
PIPE AND FOUNDRY COMPANY

This is to certify that all Plastic Pipe and Fittings manufactured by Charlotte Pipe and Foundry Company are manufactured in the United States and conform to the following standards:

PVC SCH. 40 SOLID WALL PIPE
ASTM D 1784, ASTM D 1785, ASTM D 2665
FHA UM 79a
FEDERAL SPECIFICATION L-P-320a
NSF STANDARD NO. 14 AND 61

PVC SCH. 40 DWV CELLULAR CORE PIPE
ASTM D 4396, ASTM F 891
NSF STANDARD NO. 14

PVC SCH. 40 DWV FITTINGS
ASTM D 1784, ASTM D 2665, ASTM D 3311, ASTM F 1866
FHA UM 79a
FEDERAL SPECIFICATION L-P-320a
NSF STANDARD NO. 14

ConnecTite® PUSH-FIT DWV FITTINGS
ASME A112.4.4, IAPMO IGC 334
NSF STANDARD NO. 14

PVC SDR-21 AND SDR-26 PRESSURE PIPE
ASTM D 1784, ASTM D 2241
NSF STANDARD NO. 14 AND 61

PVC SCH. 40 PRESSURE FITTINGS
ASTM D 1784, ASTM D 2466
NSF STANDARD NO. 14 AND 61

PVC SCH. 40 WELL CASING PIPE
ASTM D 1784, ASTM F 480
NSF STANDARD NO. 14 AND 61

PVC SCH. 80 PIPE
ASTM D 1784, ASTM D 1785, PVC 1120
NSF STANDARD NO. 14 AND 61

PVC SCH. 80 FITTINGS
ASTM D 1784, ASTM D 2467, ASTM D 2464, ASTM F 1970
NSF STANDARD NO. 14 AND 61

PVC SDR 35 SEWER MAIN PIPE
ASTM D 1784, ASTM D 3034 SDR 35
ASTM D 3212, ASTM F 477

PVC SEWER AND DRAIN PIPE
ASTM D 1784, ASTM D 2729

PVC THIN WALL PIPE & FITTINGS
ASTM D 1784, ASTM D 2949
NSF STANDARD NO. 14

CPVC FLOWGUARD GOLD® CTS PIPE & FITTINGS
ASTM D 1784, ASTM D 2846
FHA UM-61a
NSF STANDARD NO. 14. AND 61
CSA LISTED ON SPECIFIED ITEMS

CPVC CHEMDRAIN® SCH. 40 PIPE & FITTINGS
ASTM D 1784, ASTM F 2618
NSF STANDARD NO. 14

ABS SCH. 40 DWV CELLULAR CORE PIPE
ASTM D 3965, ASTM F 628
NSF STANDARD NO. 14
cNSF®us dwv - U.P. Code

ABS PLUS® SCH. 40 DWV CELLULAR CORE PIPE
ASTM D 3965, ASTM D 4396, ASTM F 1488
NSF STANDARD NO. 14

ABS SCH. 40 DWV FITTINGS
ASTM D 3965, ASTM D 2661, ASTM D 3311
FHA UM 79a
FEDERAL SPECIFICATION L-P-322b
NSF STANDARD NO. 14

Very truly yours,

Hooper Hardison

Hooper Hardison, President

Michelle R. Webb

Notary Public
My commission expires March 10, 2024

MICHELLE R WEBB
NOTARY PUBLIC
MECKLENBURG COUNTY, NC
My Commission Expires 3-10-2024

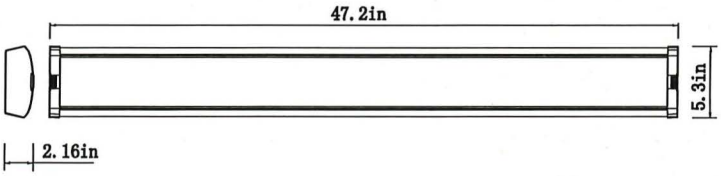
PO Box 35430 Charlotte, NC 28235 USA 704/372-5030 800/438-6091 FAX 800/553-1605
www.charlottepipe.com

PRODUCT SPECIFICATIONS

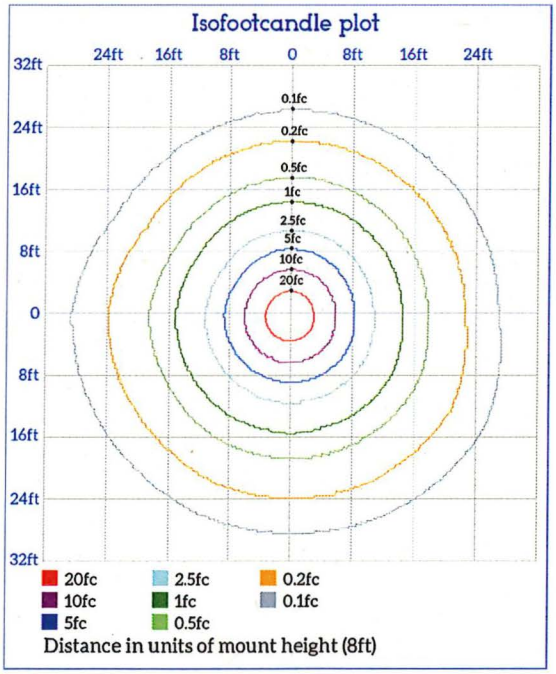
4FT LED SLIM WRAP LIGHT

Commercial Electric™

WR4840K40LWL
SKU# 1003540153



PHOTOMETRIC DRAWING



SPECIFICATIONS

Model Number	WR4840K40LWL
SKU	1003540153
OSMID	306242227
Power	48W
AC Voltage, Frequency	100-277V, 50/60 Hz
Color Temp (nom.)	4000K
Operation Temp	-4°F ~ 104°F
CRI	80
Lumen Output (min.)	4000 lm
Dimming	No
Lifetime Rating	L70/50000 Hrs
Efficacy	83 lm/watt

PACKAGING

Weight (±0.5 lb)	3.41 lbs
Size (L x W x H) (±0.1 in)	47.2 in x 5.3 in x 2.1 in
Box Dimensions	48.8 in x 5.5 in x 2.3 in
Gross Weight	3.82 lbs
UPC	853711008038

RoHS Compliant · ETL US Intertek · FC · ENERGY STAR

ADVANTAGES

- Replaces 2L (2) 32W T8 Fluorescent Wrap
- Lasts up to 50,000 hours
- 5 Year Warranty
- For Surface and flush mount installation
- Ideal Mounting Height of 8ft -10ft
- Fully Luminous light distribution
- Easy Access Lens removal tabs and quick connects for easy installation

INCLUDED IN BOX

- Junction Box Screws (2)
- Wire Nuts (1)
- Phillips Head wood Screws (4)
- Drywall Anchors (4)
- Quick Connectors (1 set)

APPLICATIONS

Suitable for indoor locations

SURFACE MOUNT



Contact Information 1-877-527-0313 · WWW.HOMEDEPOT.COM

Trans Globe Lighting

41015







Outdoor Bulkhead

Width (in): 6.5

Height (in): 11

Depth (in): 5

Glass Type: Ribbed Frost

Bulb Type: Medium base

Number of Bulbs: 1

Wattage: 60

Finish Shown: Black, Rust, White

Available Finishes: Black (BK), Rust (RT), White (WH)

UL Listed: Wet

Country of Origin: China

Material: Metal, Glass, Electrical

- Multiple finishes available

Job Name: Job Type: Contact:

Fixture Location: Quantity: Additional Notes:

Shipping Box	Width	Height	Depth	Ship Wt	Method	Oversize	Case QTY
Ship QTY: 1 ea					Ground	No	
UPC: by finish		**Finish:**		**Warranty:** 1 year limited parts, repair, and replacement			

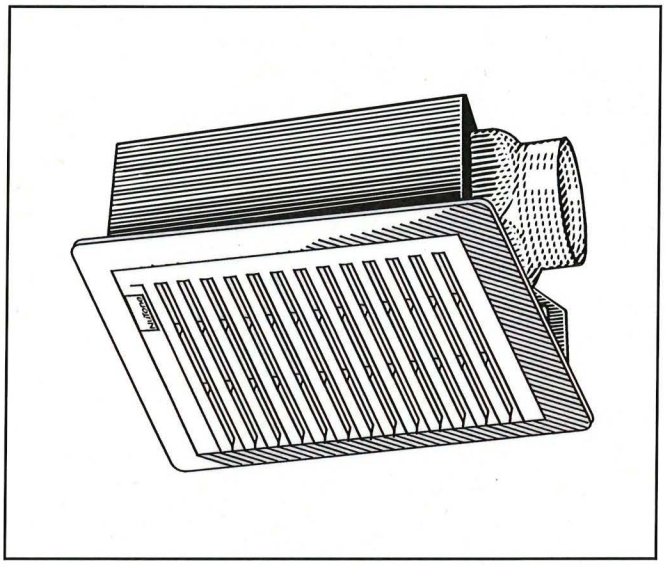
28104 Witherspoon Pkwy | Valencia, CA 91355
TEL (818) 768-5511 | FAX (818) 768-2326
www.tglighting.com

NuTone®

Architectural & Engineering Specifications
August 2006

Ceiling/Wall Blower

MODELS: 696N



DESCRIPTION

- For baths up to 45 sq. ft., other rooms up to 60 sq. ft.
- Installs in ceiling or 2" x 4" wall studs.
- Mounts on either 16" or 24" O.C. joist or stud.
- Discharge is through 3" round duct through roof or wall.
- Sturdy mounting brackets of double metal thickness slotted on housing for vertical mounting adjustments.
- Extra large outlet box area.
- Efficient impeller blower wheel.
- Attractive white polymeric grille with torsion springs to adjust for thickness variances in ceiling or wall.
- Polypropylene weather damper.
- Refer to NuTone's catalog for a complete listing of accessories to effectively adapt this Bathroom Fan to your construction requirements.

DESIGN FEATURES

Air Delivery:	50 CFM at 0.10" S.P.
Sound Level:	4.0 Sones.
Dimensions:	**Housing:** 7½" long x 7¼" wide x 3⅝" high. **Grille:** 9⅛" long x 8¾" wide x ½" thick.
Material & Finish:	**Housing:** Galvanized steel. **Grille:** Engineered Resin.
Motor:	Shaded pole, thermally protected, 120vAC, 60 Hz, .9 amp.
Blower Wheel:	One-piece polypropylene.
Duct Size:	3" diameter.

ARCHITECT'S SPECIFICATIONS

Exhaust Fan shall be NuTone Model Number 696N as manufactured by NuTone according to listed specifications. Fan shall ventilate 50 CFM at 0.10" S.P. at a sound level of 4.0 Sones. Housing shall be 7½" x 7¼" x $3^{5}/_{8}$" and connect to 3" duct.

INSTALLATION

- Snap on plastic duct transition.
- Not for use in kitchens.
- Suitable for use over tub or shower enclosure when installed in a GFI protected branch circuit.
- Not for use with solid-state speed controls.
- Install in ceiling or 2" x 4" wall studs. "A" unit housing installed during rough-in stage of construction. Power unit assembly and grille are installed when ceiling or wall is finished.
- Torsion springs on grille adjust for thickness variances in ceiling or wall.
- Use a standard on-off toggle switch (purchased separately). Installation Instructions are included with each unit.

CERTIFIED TEST DATA

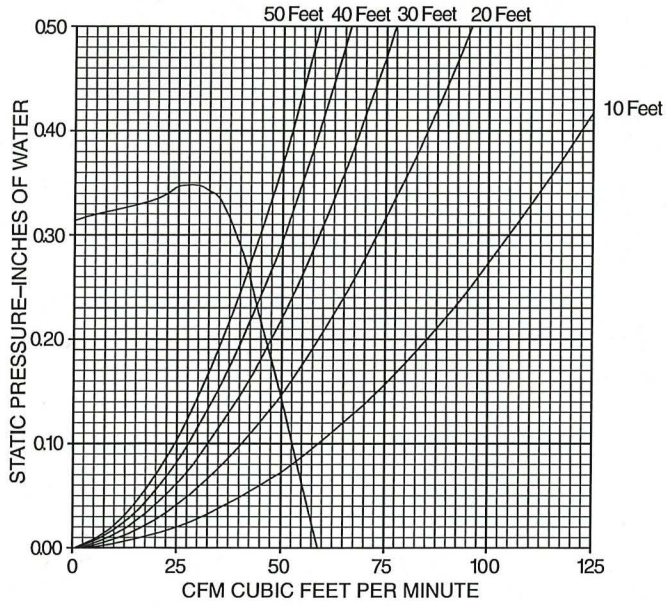
HVI-2100 CERTIFIED RATINGS comply with new testing technologies and procedures prescribed by the Home Ventilating Institute, for off-the-shelf products, as they are available to consumers. Product performance is rated at 0.1 in. static pressure, based on tests conducted in AMCA's state-of-the-art test laboratory. Sones are a measure of humanly-perceived loudness, based on laboratory measurements. This NuTone model is listed by Underwriters' Laboratories Inc.

The air delivery of a ventilating system may be determined by:

1. Determine the equivalent duct length for each 90 degree elbow by adding one foot of duct length for each inch of duct diameter, i.e., a 4 inch diameter duct elbow equals 4 feet equivalent duct length and an 8 inch diameter duct elbow equals 8 feet equivalent duct length.
2. Add the total straight length of duct and the equivalent length for each elbow to obtain the total equivalent duct length.
3. Locate the intersection of the fan performance curve and the total equivalent duct length curves and draw a vertical line down to the CFM scale and read the system air performance.
   (**NOTE:** 3¼" x 10" duct equals 6 inch diameter duct.)

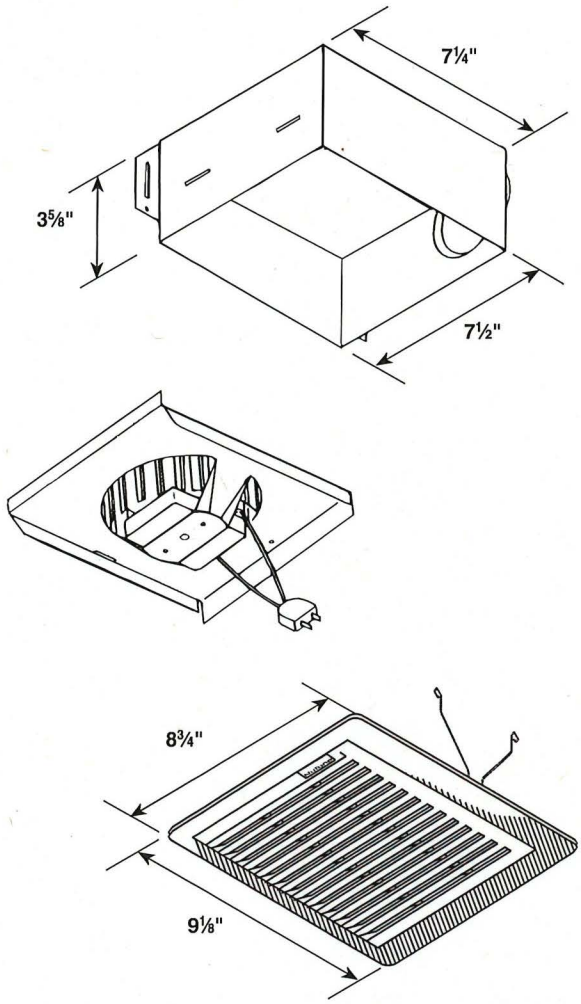
AIR PERFORMANCE CURVE

(3 In. Duct to 10 Foot Lengths)



STATIC PRESSURE INCHES OF WATER	0.05	0.1	0.15	0.2	0.25	0.3	0.35
CFM	56	52	49	47	43	39	30

DIMENSIONS



Product specifications subject to change without notice.

NuTone, Inc., 4820 Red Bank Road, Cincinnati, Ohio 45227
Printed in U.S.A., Part No. 99043920A

Specifications

Dimensions

Outlet Depth (in.)	1.32	Outlet Height (in.)	4.21
Outlet Width (in.)	1.69		

Details

Color Family	White	Color/Finish	White
Electrical Features	No Additional Features	Electrical Product Type	Outlet
Grounding	Ungrounded	Indoor/Outdoor	Indoor
Maximum Amperage (amps)	15	Mounting Type	In-Wall
NEMA Configuration	NEMA 5	NEMA Configuration Receptacle	5-15
Number of Outlets	2	Number of Poles	2
Outlet Configuration	Duplex	Outlet Location	Wall
Outlet Material	Thermoplastic	Outlet Type	GFCI
Package Quantity	4	Rating	General Purpose
Returnable	90-Day	Voltage	125 volt
Wired or Wireless	Wired		

Warranty / Certifications

Certifications and Listings	CSA Certified, UL Listed	Manufacturer Warranty	2-Year Limited

GLACIER BAY®

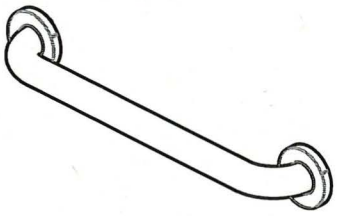
Specifications

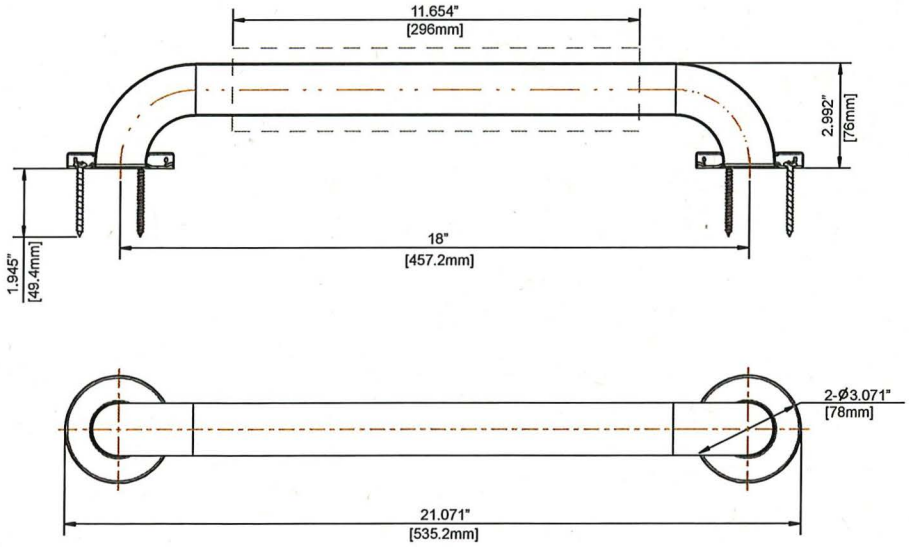
18 in.x1-1/2 in.Concealed Peened Grab Bar

MODEL	SKU#	FINISH
20135-02103-18	237702	PSS(Polished Stainless Steel)

FEATURES

- 21.07"L x 3.07"W x 2.99"H
- WingIts compatible flange for stud-less installation (not included, model # TB-WINGIT-RES)
- Supports up to 500 lbs. with studs
- Concealed screw mount with brushed stainless steel finish
- Mounting hardware included
- ADA Compliant
- Limited Lifetime Warranty





INSTALLATION DIMENSIONS

GLACIER BAY®

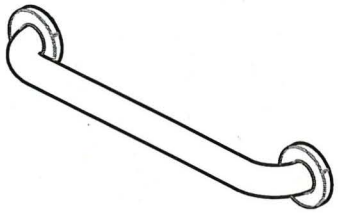
Specifications

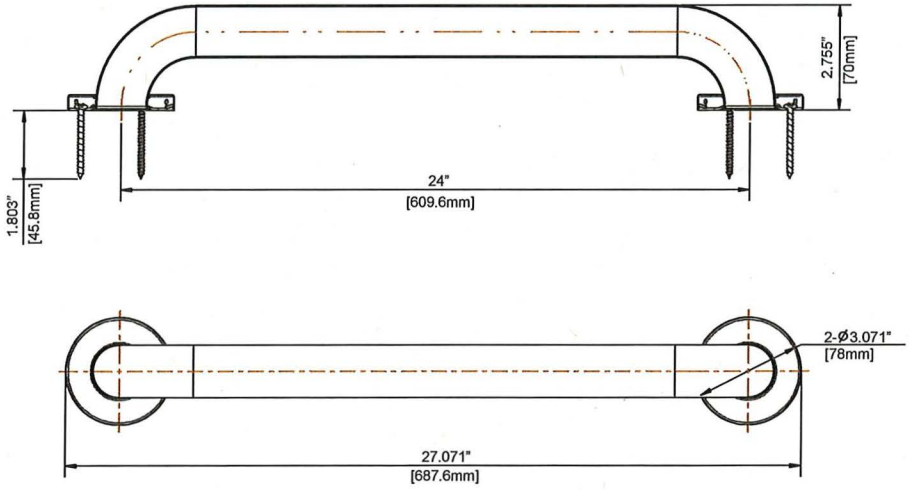
24 in.x1-1/4 in.Concealed Screw Grab Bar

MODEL	SKU#	FINISH
20135-03202-24	240200	BSS(Brushed Stainless Steel)

FEATURES

- 27.07"L x 3.07"W x 2.99"H
- WingIts compatible flange for stud-less installation (not included, model # TB-WINGIT-RES)
- Supports up to 500 lbs. with studs
- Concealed screw mount with brushed stainless steel finish
- Mounting hardware included
- ADA Compliant
- Limited Lifetime Warranty





INSTALLATION DIMENSIONS

GLACIER BAY®

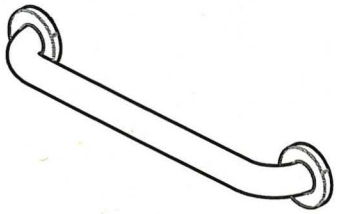
Specifications

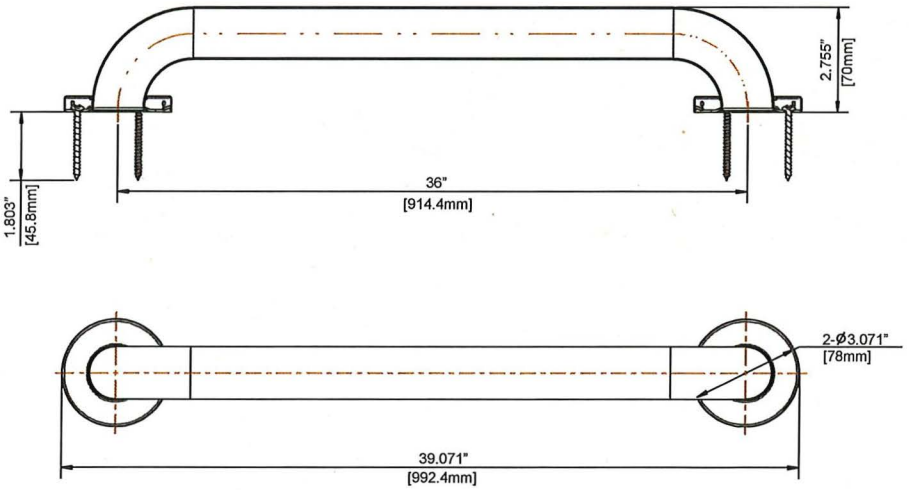
36 in.x1-1/4 in.Concealed Screw Grab Bar

MODEL	SKU#	FINISH
20135-03202-36	240826	BSS(Brushed Stainless Steel)

FEATURES

- 39.07"L x 3.07"W x 2.99"H
- WingIts compatible flange for stud-less installation (not included, model # TB-WINGIT-RES)
- Supports up to 500 lbs. with studs
- Concealed screw mount with brushed stainless steel finish
- Mounting hardware included
- ADA Compliant
- Limited Lifetime Warranty





INSTALLATION DIMENSIONS



8 oz. Purple CPVC and PVC Primer
by Oatey ★★★★½ (556)

$8.45 Save 26c (3%)

TOP

Product Details | Specifications | Questions & Answers | Customer Reviews

Product Details

Specifications

Dimensions: H 8.1, W 9.2, D 16.6

Dimensions

Product Depth (in.)	16.6	Product Height (in.)	8.1
Product Width (in.)	9.2		

Details

Applicator in lid	Yes	Colored	Yes
Container Size (oz.)	8	Maintenance, Repair & Supplies Product Type	Pipe Cement, Primer & Cleaner
Pack Size	1	Pipe Material/Type	PVC
Returnable	90-Day		

Warranty / Certifications

Manufacturer Warranty	3 Years		

GJIA

LED Wall Pack Light
30W



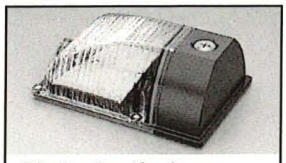
ETL CE RoHS ISO 9001 SGS IP65 RATED 5 years warranty

GJIA

WWW.GGJIA-LED.COM
Tel: +1(626)977-6424 E-mail: sales@ggjia-led.com

Features:

- Integrated 120-277V photosensor optional.
- Die-cast aluminum housing is good for heat dissipation.
- ETL approved for wet locations.
- Surface mounts to standard junction box.
- Instant energy savings and potential rebate eligibility.
- No RF interference, No IR/UV radiation ,no mercury pollution.
- Long 50,000 hour rated life.
- Minimizes replacements and labor costs.
- Robust design protects the LEDs to withstand harsh outdoor environments.
- Easy installation and retrofit application



Die Casting Aluminum Heat Sink ADC12



SMD 2835 LED



LED driver, high reliable, offer 5 years warranty

Specifications:

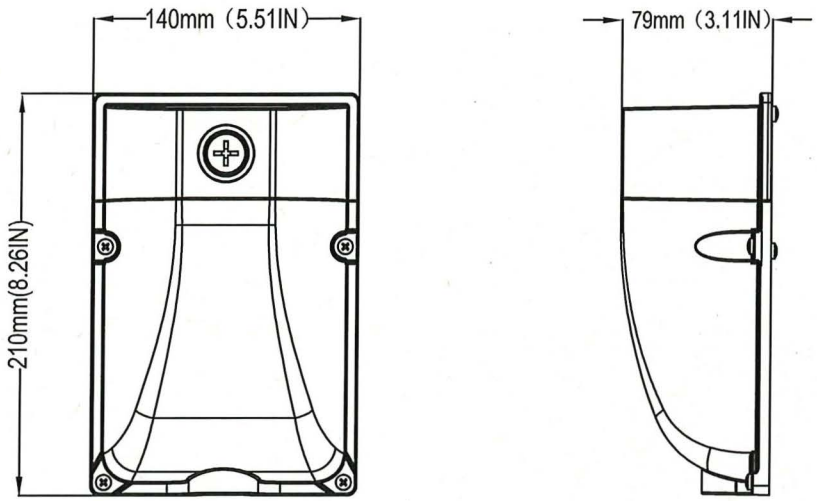
Model	RMS-L2118-30W
Power	30W
Luminous Flux	3600lm
Luminous Efficacy	120lm/w
Light Source	Epistar LED
Operation Temp	-40°C to +45°C
CTT	5000K
CRI	>80
Life Span	50,000 hours
Voltage	100-277VAC/50-60HZ
Beam Angle	120°
PT	>0.95
Warranty	5 Years





Dimension:

Unit: mm



Application:

- Site Lighting
- Security Lighting
- Pathways
- Entrances
- Perimeters



LUTRON
Lutron Electronics Co., Inc.
7200 Suter Road
Coopersburg, PA 18036-1299
U.S.A.

MAESTRO
Occupancy sensing switch
Sensor de ocupación con interruptor
Interrupteur avec détecteur de présence

LUTRON P/N 0302800 Rev. A 05/2019

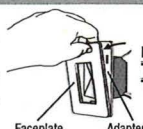
MAESTRO
Occupancy sensing switch
Sensor de ocupación con interruptor
Interrupteur avec détecteur de présence

LUTRON P/N 0302800 Rev. A 05/2019

Customer Support
Asistencia al cliente
Assistance à la clientele
U.S.A. | Canada | Caribbean
E.U.A. | Canadá | Caribe
É.-U. | Canada | Caraïbes
1.844.LUTRON1
Mexico | México | Mexique
+1.888.235.2910
Others | Otros | Autres
+1.610.282.3800
www.lutron.com/support

Wallplate (if included) | **Placa de pared** (si se incluye) | **Plaque mural** (si inclus)

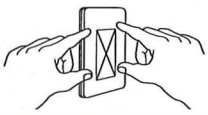
Remove faceplate.
Retire la placa frontal.
Retirez de plaque frontale.



Pull forcefully.
Tire con fuerza.
Tirer avec force.

Faceplate | Placa frontal | Plaque frontale
Adapter plate | Adaptador de placa frontal | Adaptateur de plaque frontale

Replace faceplate.
Reemplace la placa frontal.
Replacez la plaque frontale.

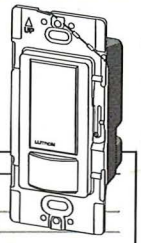


MAESTRO

Occupancy sensing switch

Sensor de ocupación con interruptor

Interrupteur avec détecteur de présence



Models • Modelos • Modèles

MS-OPS5M, MS-VPS5M
120 V~ 50/60 Hz

600 W	Incandescent | Incandescente Halogen | Halógena | Halogène ELV | BVE | BTE
450 W	MLV | BVM | BTM
360 W	LED | DEL CFL | LFCA | AFC
5 A	Ballast | Balastro | Ballast
3 A 1/10 HP	Fan | Ventilador | Ventilateur
3 A	Combined fan and light load Ventilador y carga lumínica combinados Combinée de charge de ventilateur et d'éclairage

MS-OPS6M2-DV, MS-VPS6M2-DV,
UMS-OPS6M2-DV, UMS-VPS6M2-DV
120–277 V~ 50/60 Hz

6 A	Lighting | Iluminación | D'éclairage

120 V~ 50/60 Hz

3 A 1/10 HP	Fan | Ventilador | Ventilateur
3 A	Combined fan and light load Ventilador y carga lumínica combinados Combinée de charge de ventilateur et d'éclairage

For more information | Para más información | Pour plus d'information
www.lutron.com/occvacsensors

Limited Warranty (Valid only in U.S.A., Canada, Puerto Rico, and the Caribbean.)
Lutron will, at its option, repair or replace any unit that is defective in materials or manufacture within five years after purchase. For warranty service, return unit to place of purchase or mail to Lutron at 7200 Suter Rd., Coopersburg, PA 18036-1299, postage pre-paid.
THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES, AND THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED TO FIVE YEARS FROM PURCHASE. THIS WARRANTY DOES NOT COVER THE COST OF INSTALLATION, REMOVAL OR REINSTALLATION, OR DAMAGE RESULTING FROM MISUSE, ABUSE, OR DAMAGE FROM IMPROPER WIRING OR INSTALLATION. THIS WARRANTY DOES NOT COVER INCIDENTAL OR CONSEQUENTIAL DAMAGES. LUTRON'S LIABILITY ON ANY CLAIM FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, SALE, INSTALLATION, DELIVERY, OR USE OF THE UNIT SHALL NEVER EXCEED THE PURCHASE PRICE OF THE UNIT.
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Lutron reparará o reemplazará, a su criterio, cualquier unidad que presente fallas en sus materiales o fabricación dentro de los cinco años posterior a su compra. Para obtener el servicio de garantía, remita la unidad al lugar donde la adquirió o envíela a Lutron, 7200 Suter Rd., Coopersburg, PA 18036-1299, con franqueo postal prepagado.
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CETTE GARANTIE REMPLACE TOUTE AUTRE GARANTIE EXPRESSE ET LA GARANTIE IMPLICITE DE QUALITÉ MARCHANDE EST LIMITÉE À UNE DURÉE LES CINQ ANS SUIVANT L'ACHAT. CETTE GARANTIE NE COUVRE PAS LES FRAIS D'INSTALLATION, DE RETRAIT OU DE REPOSE, NI LES DOMMAGES RÉSULTANT D'UN MAUVAIS USAGE, ABUS OU D'UN CÂBLAGE OU D'UNE INSTALLATION INADÉQUATS. CETTE GARANTIE NE COUVRE PAS LES DOMMAGES INDIRECTS OU DE CONSÉQUENCE. LA RESPONSABILITÉ DE LUTRON QUANT À TOUTE RÉCLAMATION POUR DOMMAGES DÉCOULANT DE OU LIÉS À LA FABRICATION, LA VENTE, L'INSTALLATION, LA LIVRAISON OU L'USAGE DE L'APPAREIL NE DEVRA EN AUCUN CAS EXCÉDER SON PRIX D'ACHAT.
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Custom Settings (Optional)

For a complete list of all custom settings, see **www.lutron.com/TechnicalDocumentLibrary/048461.pdf**

NOTES:
Select your preferred settings from the table below before proceeding; default settings shown in ***bold****.*
For natural light detection, see ***Footnote 5****.*
Read all instructions before proceeding.

1. Press and hold the button(s) indicated in the pictures below until the lens begins to flash (approximately 5 seconds).
2. The lens will flash once at each setting. (Always starts at setting 1.)
   EXAMPLE: To set the Timeout to 30 minutes, press and hold the large button. Release the button after the lens flashes for the fifth time (approximately 3 seconds between flashes).
3. The setting is saved after the button is released.

Configuraciónes personalizada (Opcional)

Para obtener una lista completa de todos los ajustes personalizados, consulte **www.lutron.com/TechnicalDocumentLibrary/048461.pdf**

NOTAS:
Seleccione sus ajustes preferidos de la tabla a continuación antes de proceder; los valores de fábrica aparecen en ***negrita****.*
Para detección de luz natural, ver la ***nota al pie 5****.*
Lea todas las instrucciones antes de continuar.

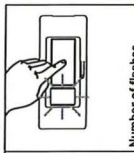
1. Presione y mantenga el botón(es) indicada en los llustraciones a continuación hasta que la lente comience a parpadear (aproximadamente 5 segundos).
2. La lente parpadeará una vez para cada configuración. (Comienza siempre en configuración 1.)
   EJEMPLO: para configurar la desconexión por tiempo en 30 minutos, presione y mantenga presionado el botón grande. Suelte el botón después de que la lente parpadee por quinto vez (aproximadamente 3 segundos entre los parpadeos).
3. La configuracióne se guarda al soltar el botón.

Réglages personnalisées (Optionnel)

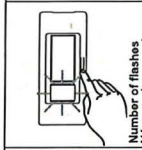
Pour une liste complète de tous les paramètres personnalisés, voir **www.lutron.com/TechnicalDocumentLibrary/048461.pdf**

REMARQUES:
Sélectionnez vos réglages préférés de la table ci-dessous avant instance; réglages par défaut indiqués en ***gras****.*
Pour détection de lumière du jour, voir ***note 5 en pied de page****.*
Lire attentivement toutes les directives avant de procéder.

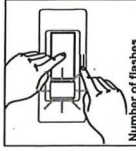
1. Appuyer et maintenir enfoncé le bouton(s) indiqué dans les illustrations ci-dessous jusqu'à ce que la lentille commence à clignoter (environ 5 secondes).
2. La lentille clignotera une fois pour chaque réglages. (Commence toujours à réglage 1.)
   EXEMPLE : Pour régler le délai de coupure à 30 minutes, appuyez sur le gros bouton et maintenir enfoncé. Dès que la lentille clignote cinquième fois relâchez le bouton (environ 3 secondes entre les clignotements).
3. Le réglage est sauvegardé après avoir relâché le bouton.



	Timeout[1]	Desconexión por tiempo[1]	Délai de coupure[1]
1	Test Mode[2]	Moda prueba[2]	Mode essai[2]
2	1 minute	1 minuto	1 minute
3	**5 minutes[3]**	**5 minutos[3]**	**5 minutes[3]**
4	**15 minutes[4]**	**15 minutos[4]**	**15 minutes[4]**
5	30 minutes	30 minutos	30 minutes



	Sensor Mode (MS-OPS only)	Moda del sensor (MS-OPS solamente)	Mode du détecteur (MS-OPS seulement)
1	**Auto-On and Auto-Off (Occupancy mode)**	**Encendido automático y apagado automático (moda presencia)**	**Éclairage automatique et pas d'éclairage automatique toujours (mode présence)**
2	Manual-On and Auto-Off (Vacancy mode)	Encendido manual y apagado automático (modo de inactividad)	Éclairage manuel et pas d'éclairage automatique seulement (mode à détection d'inoccupation)
3	Auto-On daylight sensing[5] and Auto-Off	Encendido automático en detección de luz natural[5] y apagado automático	Éclairage automatique dans capteur de lumière du jour données[5] et pas d'éclairage automatique



	Advanced Settings	Configuraciónes avanzada	Réglages avancée
1	Motion sensitivity low	Sensibilidad movimiento bajo	Sensibilité déplacement basse
2	**Motion sensitivity high**	**Sensibilidad movimiento alta**	**Sensibilité déplacement haute**
3	Return all settings to default	Restauración todos las configuraciónes por defecto	Remise tous les réglages par défaut

[1] Timeout is the delay until lights go off after room is vacated.
[2] Short (less than 15-second) timeout for testing sensor coverage. After entering, device will exit test mode automatically after 5 minutes, or when any button is pressed.
[3] MS-OPS5M and MS-VPS5M default.
[4] MS-OPS6M2-DV, MS-VPS6M2-DV, UMS-OPS6M2-DV, and UMS-VPS6M2-DV default.
[5] Lights turn on only if natural light in room is low. If switch turns on when there is enough natural light, or if switch does not turn on when there is not enough natural light, press the large button within 5 seconds of entering the room. Over time, this interaction will "teach" the switch your preferred setting.

[1] La desconexión por tiempo es la espera hasta que las luces se apagan luego de que la habitación queda vacía.
[2] Corto desconexión por tiempo de espera (de inferior a 15 segundos) para probar la cobertura del sensor. Después de entrar, el dispositivo saldrá del moda prueba automáticamente después de 5 minutos, o cuando se presiona cualquier botón.
[3] MS-OPS5M y MS-VPS5M predeterminada.
[4] MS-OPS6M2-DV, MS-VPS6M2-DV, UMS-OPS6M2-DV y UMS-VPS6M2-DV predeterminada.
[5] Las luces se encienden sólo si hay poca luz natural en la habitación. Si el interruptor se enciende cuando hay suficiente luz natural, o no se enciende cuando no hay suficiente luz natural, presione el botón grande dentro de los 5 segundos de haber ingresado a la habitación. Con el tiempo, esta interacción le "enseñará" al interruptor cuál es su preferencia.

[1] Délai de coupure est le délai jusqu'à extinction des lumières après que la pièce est vacante.
[2] La vérification de délai de coupure du détecteur est court (moins de 15 secondes). Le dispositif sort automatiquement du mode essai après l'entrée après 5 minutes, ou à l'actionnement de n'importe quel bouton.
[3] MS-OPS5M et MS-VPS5M défaut.
[4] MS-OPS6M2-DV, MS-VPS6M2-DV, UMS-OPS6M2-DV et UMS-VPS6M2-DV défaut.
[5] Les lumières s'allument seulement si la lumière du jour de la pièce est faible. Si l'interrupteur s'allume quand il y a suffisamment de lumière du jour, ou si l'interrupteur ne s'allume pas quand il n'y a pas suffisamment de lumière du jour, appuyez sur le gros bouton en dedans de 5 secondes en entrant dans la pièce. Au fil du temps, cette interaction "éduquera" votre interrupteur concernant votre réglage préféré.

Important Notes
Please read before installing.

1. **CAUTION:** To reduce the risk of overheating and possible damage to other equipment, **DO NOT** use to control receptacles.
2. Install in accordance with all national and local electrical codes.
3. A ground connection is required for product to function. Connect green-sleeved wire to ground only in retrofit and replacement applications. When neutral connection is available, remove green sleeve and connect to neutral. If neither wire is present, consult a licensed electrician.
4. Only one (1) sensing switch can be used in a 3-way/ multi-location application.
5. When using with an accessory switch* for 3-way or multi-location (more than 2 locations) applications, see www.lutron.com/occvacsensors.
6. Do not exceed twenty (20) devices at 120 V~ or seven (7) devices at 277 V~ on a single branch circuit.
7. The ability of the sensing switch to detect motion requires line-of-sight of room occupants. The sensing switch must have an unobstructed view of the room.
8. Hot objects or moving air currents can affect the performance of the sensing switch.
9. For indoor use only. Operate between 32 °F and 104 °F (0 °C and 40 °C).
10. *Clean with a soft damp cloth only.* ***DO NOT*** *use any chemical cleaners.*
11. Once power has been restored, the sensing switch can be manually turned on or off within the first 30 seconds but will not automatically control the load for the first 2 minutes.
12. Device makes audible click when turning on or off. This is normal functionality.
13. Load might not respond if 3-way switch is rapidly turned on/off.

* MA-AS, MSC-AS, MA-AS-277, or MSC-AS-277 is required for multi-location applications.

Notas importantes
Por favor lea antes de instalar.

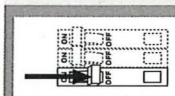
1. **PRECAUCIÓN:** Para disminuir el riesgo de recalentamiento y posibles daños a otros equipos, **NO** utilizar para controlar receptáculos.
2. Realice la instalación de acuerdo a todos los códigos eléctricos nacionales y locales.
3. Para que el producto funcione se requiere una conexión a tierra. Sólo conecte a tierra el cable de funda verde en las aplicaciones de reacondicionamiento y reemplazo. Cuando haya una conexión de neutro disponible, retire la funda verde y conéctelo al neutro. Si ninguno de los cables estuviera presente, consulte con un electricista matriculado.
4. Sólo un (1) sensor con interruptor se puede utilizar en una aplicación de 3 vías o ubicaciones múltiples.
5. Cuando se utiliza con un interruptor de accesorio* para aplicación de 3 vías o ubicaciones múltiples (por más de 2 puntos), ver wwwlutron.com/occvacsensors.
6. No superar la cantidad de veinte (20) dispositivos de 120 V~ o siete (7) dispositivos de 277 V~ en un solo circuito derivado.
7. La capacidad del sensor con interruptor para detectar movimiento precisa una buena línea de visión de los ocupantes de la habitación. El sensor con interruptor debe tener una vista libre de obstáculos de la habitación.
8. Los objetos vivos o las corrientes de aire en movimiento pueden afectar el rendimiento del sensor con interruptor.
9. Sólo para uso en interiores. Debe operar en temperaturas que oscilen entre 0 °C y 40 °C (32 °F y 104 °F).
10. *Limpie con un paño suave y húmedo solamente.* ***NO*** *utilice limpiadores químicos.*
11. Cuando la alimentación sea restablezca, el interruptor con sensor puede encenderse o apagarse manualmente dentro de los primeros 30 segundos, pero no controlará en forma automática la carga para los primeros 2 minutos.
12. Dispositivo hace clic audible cuando se enciende o se apaga. Esta es una funcionalidad normal.
13. Carga no responda si interruptor de 3 vías se enciende/apaga rápidamente.

* MA-AS, MSC-AS, MA-AS-277, o MSC-AS-277 requerido para plusieurs emplacements.

Remarques importantes
Veuillez lire avant l'installation.

1. **ATTENTION :** Pour éviter toute surcharge ou dommage à d'autres équipements, **NE PAS** utiliser pour la commande de prises électriques.
2. Installez conformément à tous les codes d'électricité locaux et nationaux.
3. Une connexion à la masse est requise pour le fonctionnement du produit. Connectez le fil à gaine verte à la terre uniquement dans les applications de rénovation et de remplacement. Lorsque la connexion du neutre est disponible, retirez la gaine verte et raccordez le fil au neutre. Si aucun de ces fils n'est présent, consultez un électricien qualifié.
4. Seulement un (1) interrupteur avec détecteur peut être utilisé dans une application à 3 voies ou à emplacements multiples.
5. Lorsque vous utilisez avec d'un l'Interrupteur Auxiliaire* pour 3 voies ou à emplacements multiples (plus de 2 emplacements), voir www.lutron.com/occvacsensors.
6. Ne pas excéder vingt (20) dispositifs à 120 V~ ou sept (7) dispositifs à 277 V~ sur un seul circuit de dérivation.
7. La capacité du détecteur interrupteur de capter le mouvement demande une vue directe des occupants de la pièce. Le détecteur interrupteur ne doit pas avoir son champ visuel de la pièce obstrué.
8. Les objets chauds ou déplacements d'air chaud peuvent affecter la performance du détecteur interrupteur.
9. Pour utilisation à l'intérieur seulement. Fonctionne entre 0 °C et 40 °C (32 °F et 104 °F).
10. *Nettoyez uniquement avec un linge doux et humide. N'utilisez* ***AUCUN*** *nettoyant chimique.*
11. Une fois le courant rétabli, le détecteur interrupteur peut être activé ou désactivé manuellement dans les 30 premières secondes, mais ne commande pas automatiquement la charge pour les 2 premières minutes.
12. Dispositif permet clic audible lors de la mise sous ou hors tension. C'est une fonctionnalité normale.
13. Charge pourrait ne pas répondre si 3-way switch est activé/désactivé rapidement.

* MA-AS, MSC-AS, MA-AS-277, ou MSC-AS-277 requis pour emplacements multiples.



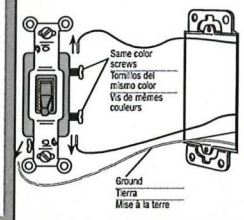
⚠ WARNING! Shock Hazard. May result in serious injury or death. Turn off power at circuit breaker before installing the unit.

⚠ ADVERTENCIA! Peligro de choque eléctrico. Podría ocasionar lesiones graves o la muerte. Desconecte la alimentación en el cortacircuitos antes de instalar la unidad.

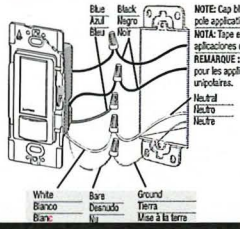
⚠ AVERTISSEMENT! Danger d'électrocution. Peut causer le décès de la personne ou de graves lésions. Couper le courant (off) au disjoncteur avant de procéder à l'installation.

Single-Pole Wiring | Cableado unipolar | Câblage unipolaire

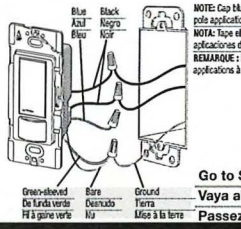
1 Remove existing switch
Retire el interruptor existente
Enlever l'interrupteur existant



2a When neutral is present in outlet box; remove green sleeve, connect white wire to neutral
Cuando haya un neutro presente en la caja de salida; retire la funda verde, y conecte el cable blanco al neutro
Lorsque le neutre est présent dans la boîte à prise; retirez la gaine verte, et raccordez le fil blanc au neutre



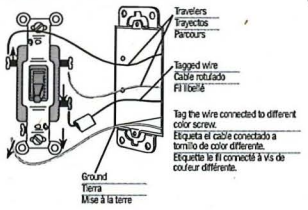
2b If no neutral is present, connect green-sleeved wire to ground
Si no hubiera un neutro presente, conecte el cable de funda verde a tierra
S'il n'y a pas de neutre, connecter le fil à gaine verte à la terre



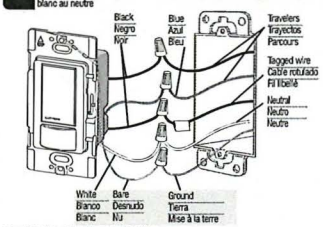
Go to Step 4
Vaya al paso 4
Passez à l'étape 4

3-Way Wiring | Cableado de 3 vías | Câblage à 3-voies

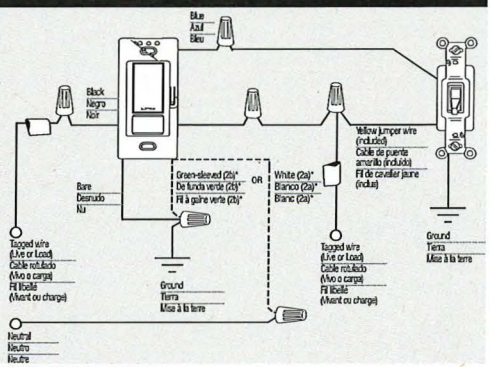
1 Remove existing switch at desired location
Retire el interruptor existente en la ubicación deseada
Enlever l'interrupteur existant à une position désirée



2a When neutral is present in outlet box; remove green sleeve, connect white wire to neutral
Cuando haya un neutro presente en la caja de salida; retire la funda verde, y conecte el cable blanco al neutro
Lorsque le neutre est présent dans la boîte à prise; retirez la gaine verte, et raccordez le fil blanc au neutre

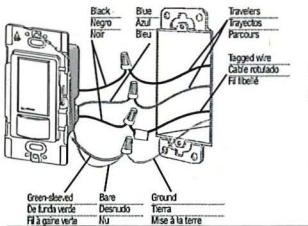


*When neutral is present, remove green sleeve and connect white wire to neutral. If no neutral available, leave green sleeve on and connect to ground.
*Cuando haya un neutro presente, retire la funda verde y conecte el cable blanco al neutro. Si no hubiera un neutro disponible, deje la funda verde colocada y conéctelo a tierra.
*Lorsque le neutre est présent, retirez la gaine verte et raccordez le fil blanc au neutre. Si aucun neutre n'est disponible, gardez la gaine verte et raccordez le fil à la masse.

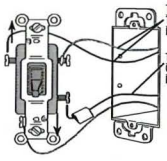


2b If no neutral is present, connect green-sleeved wire to ground
Si no hubiera un neutro presente, conecte el cable de funda verde a tierra
S'il n'y a pas de neutre, connecter le fil à gaine verte à la terre

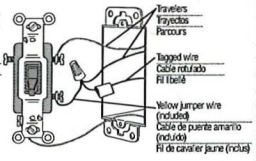
3 Modify existing 3-way switch wiring
Modifique el cableado del interruptor de 3 vías existente
Modifier le câblage de l'interrupteur à 3-voies existant



Before | Antes | Avant



After | Después | Après



NOTES | NOTAS | REMARQUES

Sensing switch may be installed in either location (see Important Note #4).
Sensor con interruptor se pueden instalar en cualquier ubicación (vea la Nota importante n.° 4).
Détecteur interrupteur peuvent être installés dans l'emplacement (voir Avis important n° 4).

Tag the wire connected to different color screw.
Etiqueta el cable conectado a tornillo de color diferente.
Etiquette le fil connecté à vis de couleur différente.

Install jumper wire and wire connector (supplied) as shown.
Instalar cable de puente y conectore de cable (provisto) para indicar.
Installez fil de cavalier et capuchon de connexion (fournis) comme indiqué.

Load might not respond if 3-way switch is turned on/off rapidly.
Carga no responda si interruptor de 3 vías se enciende/apaga rápidamente.
Charge pourrait ne pas répondre si 3-way switch est activé/désactivé rapidement.

4 Install sensing switch in wallbox and restore power

NOTE: Once power has been restored, the sensing switch will not automatically control the load for the first 2 minutes.

Instale el interruptor en la caja de empotrar y restablezca la alimentación
NOTA: Cuando la alimentación sea restablezca, el interruptor con sensor puede no controlará en forma automática la carga para los primeros 2 minutos.

Installer l 'interrupteur dans la boîte murale et rétablir le courant
REMARQUE : Une fois le courant rétabli, le détecteur interrupteur ne commande pas automatiquement la charge pour les 2 premières minutes.

5 Test the Wiring (3-way only)

⚠ WARNING! Shock Hazard. May result in serious injury or death. Turn off power before working with wiring.

Wait 2 minutes after restoring power before testing.
- If sensing switch does not turn the load off and on, swap its traveler wires.
- If 3-way switch does not turn the load on when it's turned off by the sensing switch, swap its traveler wires.

For more troubleshooting information, please visit www.lutron.com/TechnicalDocumentLibrary/3682373.pdf

Pruebe el cableado (3-vías solamente)

⚠ ADVERTENCIA! Peligro de choque eléctrico. Podría ocasionar lesiones graves o la muerte. Desconecte la alimentación antes de trabajar con el cableado.

Espere hasta que 2 minutos luego de restablecer la potencia antes de probar.
- Si el sensor con interruptor no se encender y apagará la carga, intercambie sus cables de trayectos.
- Si el Interruptor 3-vías no se encender la carga cuando está apagará por el sensor con interruptor, intercambie sus cables de trayectos.

Para obtener más información sobre la resolución de problemas, visite www.lutron.com/TechnicalDocumentLibrary/3682373.pdf

Vérifiez le câblage (3-voies seulement)

⚠ AVERTISSEMENT! Danger d'électrocution. Peut causer le décès de la personne ou de graves lésions. Couper le courant avant de travailler avec le câblage.

Attendre que 2 minutes après avoir rétabli le pouvoir avant d'effectuer les tests.
- Si le détecteur interrupteur ne pas allume et éteint la charge, permutez ses fils parcours.
- Si le Interrupteur 3-voies ne pas allume la charge quand il est éteint par le détecteur interrupteur, permutez ses fils parcours.

Pour plus d'information sur le dépannage, se référer au www.lutron.com/TechnicalDocumentLibrary/3682373.pdf

6 Custom Settings (optional)
Leave wallplate off if custom settings are desired. (See reverse; default settings shown in **bold**.) To test sensor coverage, use Test Mode.

Configuraciónes personalizada (opcional)
Mantenga la placa de pared si se desean los configuraciónes personalizada. (Ver a la inversa; configuraciónes de fábrica se muestra en **negrita**.) Para las pruebas la cobertura del sensor, usar Moda prueba.

Réglages personnalisées (optionnel)
Laissez hors la plaque de mural si vous désirez les réglages personnalisées. (Voir à l'inverse; réglages par défaut ci-dessous en caractères **gras**.) Pour l'essai la couverture du détecteur, utiliser Mode essai.





SIDE-BY-SIDE

DOUBLE ROLL TOILET TISSUE DISPENSER

- Accommodates two standard size bath tissue rolls
- Transfer paddle offers easy access to the second roll
- Locking cover eliminates waste

ITEM# ALP452-GRY
DIMENSIONS: 6.3"H x 10.3"W x 6.3"D
FINISH: Gray Plastic
CASE QUANTITY: 12
UOM: Each

Horn/Strobe
CFA Series



The Edwards 6536-G5 Horn/Strobe is an audible/visual signaling device that may be used in a variety of system configurations including call for assistance applications.

Designed for installation in a single gang 2" (51mm) x 4" (102mm) box.

Features and Specifications

- Neutral white color
- 92dB at 1 meter/82dB at 10 ft.
- UL 1638 listed

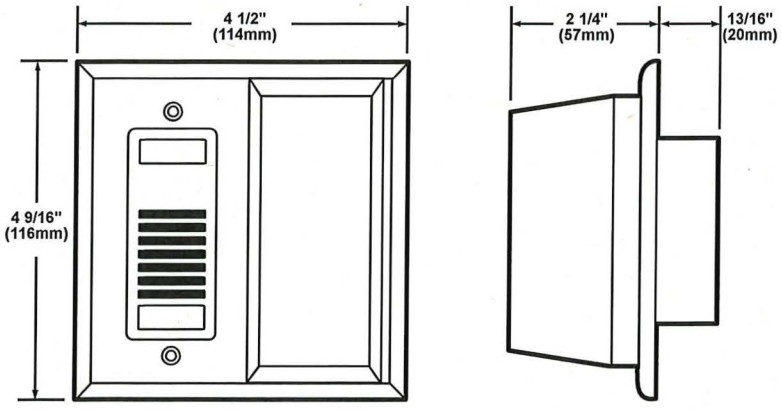
Ordering Information

Description	Cat. No.	Operating Voltage	Current	Lens Color	dB at 1m/10ft.	Strobe Candela
Horn/Strobe	6536-G5	24V AC	0.175 A @ 24V AC[1]	Clear	92/82	50
		24V DC	0.125 A @ 24V DC			
	6536A-G5	24V AC	0.175 A @ 24V AC[1]	Amber	92/82	40
		24V DC	0.125 A @ 24V DC			
	6536B-G5	24V AC	0.175 A @ 24V AC[1]	Blue	92/82	17
		24V DC	0.125 A @ 24V DC			
	6536G-G5	24V AC	0.175 A @ 24V AC[1]	Green	92/82	29
		24V DC	0.125 A @ 24V DC			
	6536R-G5	24V AC	0.175 A @ 24V AC[1]	Red	92/82	25
		24V DC	0.125 A @ 24V DC			

[1]AC voltage frequency is 50/60 Hz

Weights and Dimensions

Cat. No.	Approx. Net Weight (lb.)	Approx. Shipping Weight (lb.)
6536-G5	0.46	0.65
6536A-G5	0.46	0.65
6536B-G5	0.46	0.65
6536G-G5	0.46	0.65
6536R-G5	0.46	0.65



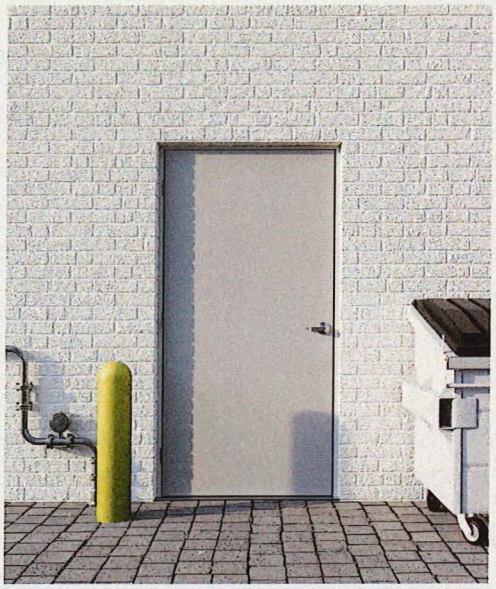


ALLEGION

STEELCRAFT

Falcon SZ Series

Steel doors



Overview

The Steelcraft SZ Series flush door is an affordable, square-edge solution for commercial applications. The construction combines the rigid stability of steel with the integrity of a laminate core. Steelcraft SZ Series square edge flush doors offer a solution that is simple to order and stock with quality you can depend on.

Features and benefits

- Square-edge with non-handed hinge preparation
- 4 ½" universal hinge prep with reversible hinge filler plates included
- Variety of stock held at all locations and sold as bundled or individual units
- Expanded RAPID offering
  - Adds expanded sizes
  - Adds alternate hardware locations
  - Adds availability of ⅜" undercut

Performance

- Honeycomb core system standard, optional polystyrene core available
- Specification requirements
  - Door construction meets the requirements of ANSI A250.8-2003 (SDI 100)
  - Hardware preparations and reinforcements are in accordance with ANSI A250.6-2003. Locations are in accordance with ANSI/DHI A115; alternate locations are available in the RAPID program only.

Ratings

- Doors are factory labeled with a Warnock Hersey / ITS 1 ½ hour (90min) mylar label
- Doors can be modified under authorized distributor licensing programs

Durability

- Corrosion resistance
  - 18 gauge CRS face sheets standard with Galvannealed (A60) face sheets optional factory applied rust Inhibiting primer standard
- Full height, visible mechanical interlock edges; polystyrene core doors come standard with a closed top
- Standard, 14 gauge closer reinforcement

About Allegion

Allegion (NYSE: ALLE) is a global pioneer in seamless access, with leading brands like CISA®, Interflex®, LCN®, Schlage®, SimonsVoss® and Von Duprin®. Focusing on security around the door and adjacent areas, Allegion secures people and assets with a range of solutions for homes, businesses, schools and institutions.
For more, visit **www.allegion.com.**

KRYPTONITE ■ LCN ■ SCHLAGE ■ STEELCRAFT ■ VON DUPRIN

© 2023 Allegion
009430, Rev. 05/23
www.allegion.com/us

KOHLER®

Kingston™
Wall-Mount Bathroom Sink
K-2005

Features
- Made from premium materials that withstand high-volume usage.
- 21-1/4" (540 mm) x 18-1/8" (460 mm).
- Faucet not included.
- Includes wall hanger.
- Drilled for concealed arm carrier.

Material
- Vitreous china.

Installation
- Wall-mount.

Recommended Products/Accessories
K-8998 P-Trap
K-23726 Drain treatment
K-23725 Cast iron cleaner

Included Components
Additional Components:
Hanger(s)



ADA | CSA B651

Codes/Standards
ASME A112.19.2/CSA B45.1
ADA
ICC/ANSI A117.1
CSA B651

KOHLER® One-Year Limited Warranty
See website for detailed warranty information.

Available Colors/Finishes
Color tiles intended for reference only.

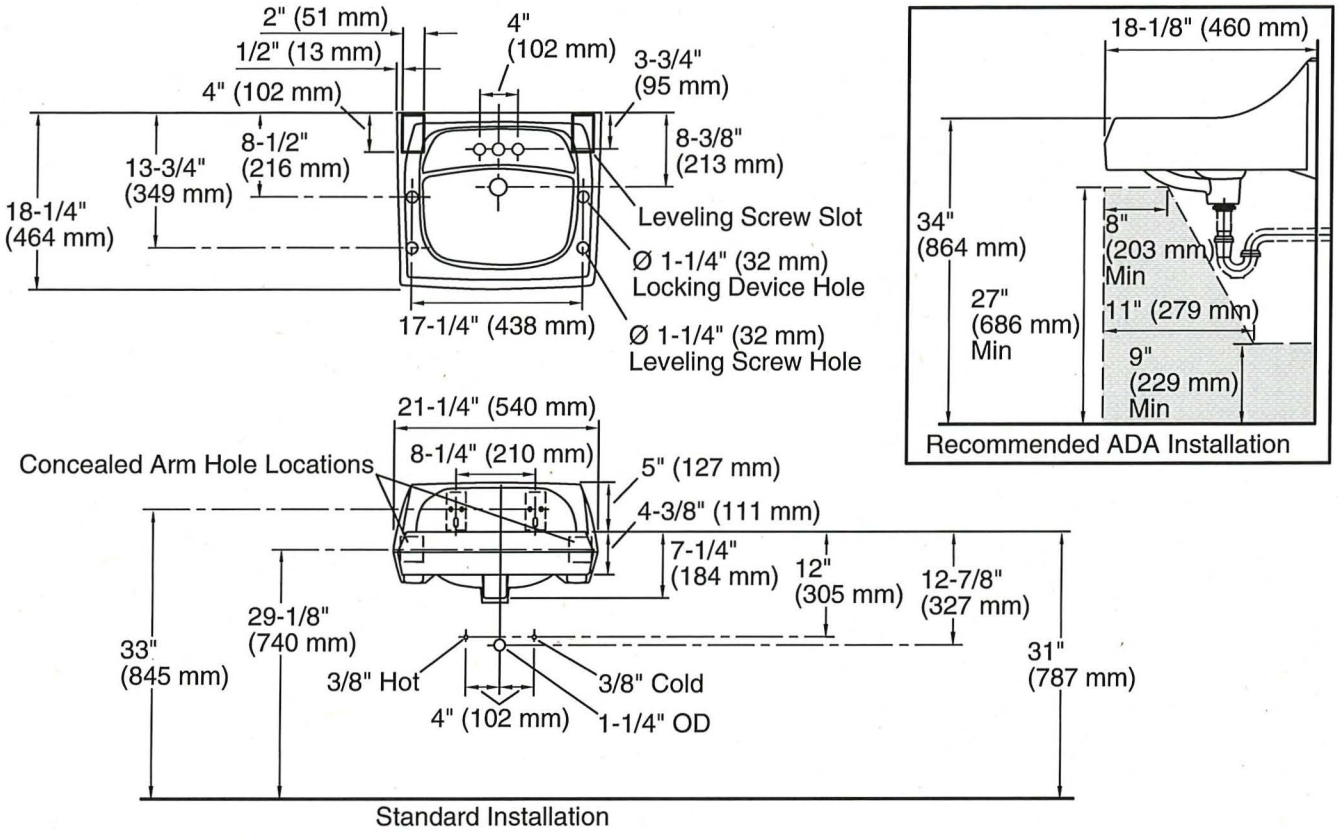
Color	Code	Description
	0	White
	96	Biscuit
	47	Almond
	7	Black Black™

KOHLER®

Kingston™

Wall-Mount Bathroom Sink

K-2005



Technical Information

All product dimensions are nominal.

Bowl configuration:	Single
Installation:	Wall-mount
Bowl area (Only):	Length: 16" (406 mm) Width: 10" (254 mm) With overflow: Yes Water depth: 3-1/8" (79 mm)
With overflow:	Yes
Number of deck holes:	3
Faucet hole spacing:	4" (102 mm)
Soap/Lotion hole:	1-1/4" (32 mm)
Drain hole:	1-3/4" (44 mm)

Notes

Install this product according to the installation instructions.

ADA, CSA B651 compliant when installed to the specific requirements of these regulations.

INSTRUCTION GUIDE
NO-CAULK PREFORMED DRAINS

Oatey No-caulk Shower Drains are designed with a drain body that seals to the shower base with washers. For use with preformed shower bases, these drains come with a universal snap-in strainer in a variety of finishes that complement your bathroom's existing décor. Oatey products have earned the trust of plumbing professionals for over 100 years.



1. Apply ½ in. bead of Oatey Plumbers Putty around the underside of the no-caulk barrel flange.
2. Place the no-caulk barrel through the top side of the shower base hole. Compress down as far as you can without twisting.
3. Place the rubber sealing washer and friction washer over the barrel to the underside of the shower base.
4. Tighten the locking ring using adjustable pliers.
5. Once fully tightened, remove any excess plumbers' putty from the top of the drain.
6. Install shower base into final location.
7. Place the rubber pipe gasket bevel side up over the drainpipe coming up through the no-caulk barrel. Push down on the rubber pipe gasket until it sets at the bottom of the no-caulk barrel.
8. Thread the gasket set screw into place over the drainpipe with the provided wrench and tighten with a screwdriver.
9. Snap in drain cover.

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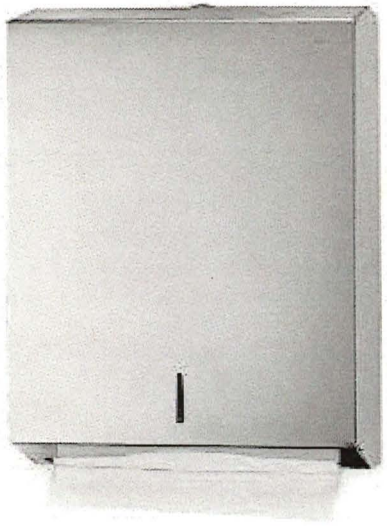
C-FOLD/MULTI-FOLD

PAPER TOWEL DISPENSER

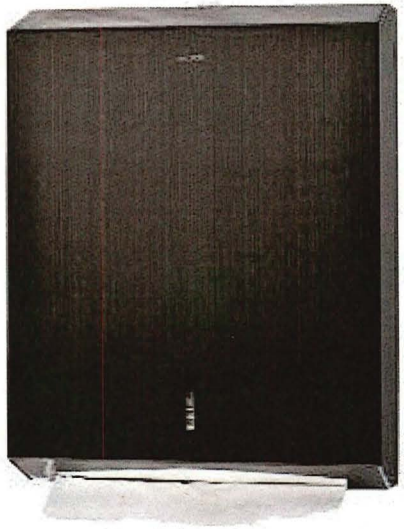
- Holds up to 400 C-fold or 525 multi-fold towels
- Stainless Steel 304
- Variety of colors/finishes

CASE QUANTITY: 8
UOM: Each

ITEM#	DIMENSIONS
ALP480	14.5"H x 11.2"W x 4"D
ALP480-AN	14.5"H x 11.2"W x 4"D



ALP480
BRUSHED
STAINLESS STEEL



ALP480-AN
ANTIQUE NICKEL

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2022-099

APPROVING A PROCUREMENT AGREEMENT WITH LINKED EQUIPMENT, LLC, FOR THE PURCHASE OF PRE-MANUFACTURED RESTROOM, SHOWER, LAUNDRY, STORAGE AND MECHANICAL BUILDING STRUCTURES IN THE AMOUNT OF $550,000 FOR INSTALLATION AS PART OF THE TEMPORARY EMERGENCY HOUSING PROJECT, CIP 71112, AT 370 W. ARBOR AVENUE

WHEREAS, The City Engineer's Office has finalized the construction documents for Site Improvements at the Temporary Emergency Housing Project, CIP 71112, at Arbor Avenue, with a significant part of the project to include the purchase and installation of ten (10) pre-manufactured building structures, including a restroom, shower, laundry, storage, and mechanical building structures; and

WHEREAS, The City Council, on December 21, 2021, via Resolution No. 2021-198, authorized the direct purchase of a total of 10 structures for the Temporary Emergency Housing Facility Project from Linked Equipment, LLC, of Phoenix, Arizona; and

WHEREAS, The City Council, on September 1, 2020, authorized the creation of a Capital Improvement Project, the Temporary Emergency Housing Project, CIP 71112, to fund the improvements at 370 W. Arbor Avenue; and

WHEREAS, The vendor, Linked Equipment, Inc., manufactures restroom, shower, laundry, storage and mechanical building structures that come fully equipped with all required interior furnishings including heating and ventilation equipment, and at this time, they are the only company identified, available and willing to customize the structures to the City's requirements for accessibility and privacy, and are also certified by the California Department of Housing and Community Development (HCD) to produce these types of pre-fabricated structures to meet California building code requirements; and

WHEREAS, By purchasing the structures in advance and directly from the manufacturer, staff expects to minimize production time delays to the Project; now, therefore, be it

RESOLVED, That the City Council of the City of Tracy hereby approves, via resolution, the Procurement Agreement for the purchase of ten (10) pre-manufactured structures, one (1) equipment enclosure and ancillary services for design and technical support in the amount not-to-exceed $550,000 for installation as part of the Temporary Emergency Housing Project, CIP 71112, at 370 W. Arbor Avenue.

Description	Qty.	Unit Cost	Total
Three Unit Restroom (1 ADA, 2 STD) – 20' modified container	2	$50,759.61	$101,519.22
Five Unit Shower (2 ADA, 3 STD) – 40' modified container	2	$92,500	$185,000.00
Laundry – 4 sets of washer/dryers (2 ADA, 2 STD) 20' modified container	1	$67,081.31	$67,081.31
Mechanical Room – two 100-gallon water heaters, electrical frames	1	$32,219.10	$32,219.10
Operations Storage – 20' modified container with lighting and ventilation	3	$13,050.50	$39,151.50
Storage – 40' modified container with three (3) six-foot-wide roll up doors	1	$16,223.50	$16,223.50
Complex Enclosure – panels to close spaces between structures	1	$6,727.00	$6,727.00
Ancillary Services – Engineering Design	1	$47,896.00	$47,896.00
Ancillary Services – Technical Support	1	$9,067.50	$9,067.50
		Total	**$550,500**

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

The foregoing Resolution 2022-099 was passed and adopted by the Tracy City Council on the 5th day of July 2022, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, 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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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(1) DETERMINING THAT COMPLIANCE WITH STANDARD PROCUREMENT PROCESS IS NOT IN THE BEST INTEREST OF THE CITY AND DISPENSING WITH BIDDING REQUIREMENTS FOR THE PURCHASE OF PREMANUFACTURED CUSTOM CONTAINER UNITS FOR RESTROOMS AND SHOWERS FROM LINKED EQUIPMENT, LLC, AN ARIZONA LIMITED LIABILITY CORPORATION, TRACY MUNICIPAL CODE SECTION 2.20.180(B)(4); AND

(2) APPROVING A PURCHASE AGREEMENT FOR GOODS, COMMODITIES, AND ANCILLARY SERVICES WITH LINKED EQUIPMENT, LLC, FOR FOUR (4) PREMANUFACTURED CUSTOMIZED CONTAINERS TO PROVIDE PERMANENT RESTROOMS AND SHOWERS TO BE INSTALLED AS PART OF THE PHASE II 2024 SITE IMPROVEMENTS AT THE TEMPORARY EMERGENCY HOUSING FACILITY PROJECT, CIP 71112, AT 370 W. ARBOR AVENUE, FOR A NOT-TO-EXCEED AMOUNT OF $448,074

WHEREAS, on March 10, 2020, City Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2; and

WHEREAS, on September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness; and

WHEREAS, the City Council authorized the direct purchase of the pre-manufactured restroom, shower, laundry, storage and mechanical building structures pursuant to Resolution 2022-099; and

WHEREAS, on July 5, 2023, City Council authorized the purchase of 38 beds provided through custom containers and was completed in December of 2023. Restrooms and showers for Phase IV are currently being provided by temporary restrooms and showers. Four additional custom premanufactured container units are required to provide permanent restrooms and shower facilities for the Phase IV occupants; and

WHEREAS, on May 16, 2024, Linked Equipment provided proposals for the four additional units as well has panels to enclose the maintenance area behind the units; and

WHEREAS, Foundation preparation and utility connections for the additional restrooms and showers is included in the Phase II Site Improvement construction work. All information for the additional units, including notations regarding the City's purchase of said materials, have been

coordinated into the plans and specifications for the those bid documents, and the notice of award was approved by City Council pursuant to Resolution 2024-116 on July 2, 2024; and

WHEREAS, The Temporary Emergency Homeless Shelter, CIP 71112, is an approved Capital Improvement Project with a total budget of $22,255,348 and sufficient funds are available in the project for the purchase of the four (4) premanufactured customized containers to provide permanent restrooms and showers; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on May 21, 2025 and recommended that the City Council adopts the proposed resolution; now, therefore, be it

RESOLVED: That the City Council for the City of Tracy hereby finds the actions approved by this Resolution exempt from California Environmental Quality Act (CEQA) review pursuant to Government Code section 8698.4 as provided for homeless shelters, and as consistent with the project for which a Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code Sections 65660-65662 for Low Barrier Navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed. San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations; and be it further

RESOLVED: That the City Council for the City of Tracy determines that compliance with standard procurement process is not in the best interest of the City and dispenses with the bidding requirement for the purchase of premanufactured custom container units for restrooms and showers from Linked Equipment, LLC. an Arizona Limited Liability Corporation, Tracy Municipal Code Section 2.20.180b(4); and be it further

RESOLVED: That the City Council approves a Purchase Agreement with Linked Equipment, LLC., for four (4) premanufactured customized containers to provide permanent restrooms and showers to be installed as part of the Phase II 2024 Site Improvements at the Temporary Emergency Housing Facility Project (TEHF), Phase II, CIP 71112, at 370 W. Arbor Avenue., attached hereto as Attachment 1.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 3rd day of June 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B. A QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Attachments:

(1) Purchase Agreement with Purchase Agreement with Linked Equipment, LLC
(2) Resolution 2022-099

mejorando group

Summary

April 11, 2025

TRACY

Strategic Planning/ Goal Setting Session

Submitted By:

Patrick Ibarra
The Mejorando Group
13 Muirfield Road
Cumberland, Maine 04021
925-518-0187

www.gettingbetterallthetime.com

INTRODUCTION AND BACKGROUND

The City of Tracy Mayor and Council held their Strategic Planning/Goal Setting session on April 6, 2025, to explore and discuss issues relevant to the City's strategy towards building an even stronger community. The following summary represents the product of these discussions.

MEETING OBJECTIVES

The objectives for the session:

1. Fortify relationships among elected officials to ensure the clarity necessary to keep the community moving forward.
2. Review a status update from the City Manager on existing goals, specifically what has been accomplished over the last year and what's in the queue for 2025.
3. Referring to the goals currently underway, establish a set of priorities for 2025 to ensure the City Manager and staff are focused on appropriate priorities.
4. To strengthen the relationship and mutual understanding between members of the governing body and executive management.

The outcome of the session was to create a consensus on the future challenges confronting the community of Tracy, the role the City organization plays in responding to current and potential challenges/issues, and prioritizing goals including specific activities intended to impact those challenges.

ACTIVITIES

After some preliminary comments about the purpose of the session, the next segment to identify the **Benefits of Good Government**. In short, what is occurring in the community as a result of the decisions made by Mayor and Council and executed by city staff:

- Quality of life
- Multi-gen center
- New kinds of businesses
- Improving public safety
- Maintain balance
- Financially prudent
- Restore public trust
- Restore our brand and pursue better recognition
- Community engagement

Next up was a **refresher on the Council-Manager form of government**; in particular, clarifying expectations and the roles of each party (comments from the discussion are provided after each bullet point). These comments were not intended to be exhaustive:

- **Elected Officials**:
  - Interact with the City Manager
  - Represent people
  - Act with civility
  - Set policy
  - Collaborate
  - Focus on results
  - Be engaged
  - Accomplish stuff
  - Champions of Tracy
  - Community investors
  - Listen to staff
  - Listen to community
  - Build relationships
  - Recognize resource limits
  - Set tone

- **City Manager**
  - Create balance
  - Manage workload
  - CEO
  - Prioritize
  - Keep Council updated
  - Oversee department directors and all city staff
  - Captain of the Ship
  - Champion of the City
  - Cheerleader for the staff
  - Build/develop staff
  - Carry out objectives
  - Implement Council priorities
  - Oversee the budget
  - Respect the city's image
  - Look ahead
  - Adviser and counselor
  - Realistic about resources

- **Department Directors**
  - Provide supervision
  - Solve problems
  - Demonstrate expertise
  - Motivate staff
  - Act to support the mission

- Champions of the department
- Set expectations
- Offer insight
- Build and develop their team
- Prioritize tasks
- Bridge policies and execution
- Honesty and transparency

- **City Staff**
  - Be respectful of the public
  - Day to day operations
  - Execute policy
  - Represent the city
  - Identify problems and generate solutions
  - Team player
  - Listen to community

- **Community members/Citizens**
  - Participate in local government
  - Communicate
  - Integrate
  - Provide ideas
  - Educate themselves
  - Listen
  - Work and contribute
  - Thrive

The Council then discussed Local and National Trends, Opportunities, and Constraints on Horizon

It is extremely valuable to explore the potential impacts occurring from trends impacting the community and the city organization itself. The focus of this session is to strike the right balance between being responsive and proactive.

That being said, there was a discussion of **various trends** which could feature either a constraint or an opportunity. The facilitator provided an overview of various trends related to political activism, consumer/economic changes, shifting demographics, technological advancements and city service delivery methods.

Critical to understand about trends for any local government, the City of Tracy in particular, is that it is often beyond their reach/span of control to fix the trends per se, however analyzing the potential impacts from these trends are essential as future plans are developed.

Goal Update

Next was an update by the City Manager on **specific goals** to pursue moving forward. This discussion was extremely rich with texture and dimensions covering a range of issues and exploring potential pitfalls and opportunities. After much discussion, the following goals were selected by the Mayor and Council as being the top priorities in 2025:

PUBLIC SAFETY

(1)	**Implement Tracy Police Department's Strategic Plan**
(2)	**Invest in Technology & Infrastructure that Enhances Public Safety**
(3)	**Construct Public Safety Facilities (Police, Fire, Animal Shelter)**
(4)	**Develop Emergency Communications Strategies**
(5)	**Enhance Community Outreach & Engagement**

GOVERNMENT ACCOUNTABILITY

(1)	**Maintain Fiscal Responsibility**
(2)	**Enhance Civic & Workplace Culture at City Hall**
(3)	**Develop Platforms for Public Transparency**
(4)	**Update the City of Tracy's General Plan**

LOCAL ECONOMY

(1)	**Implement Tracy's Economic Development Strategic Plan**
(2)	**Enhance City's Reputation as a Business-Friendly City**
(3)	**Support Economic Programs that Prioritize Tracy Youth**
(4)	**Address Vacant Properties in the City**
(5)	**Advance Downtown Tracy Vision Plan**

INFRASTRUCTURE

(1)	**Enhance the City's Roadways & Sidewalks**
(2)	**Enhance the City's Parks & Public Spaces**
(3)	**Develop Funding Strategies for Amenities, Infrastructure, & Utilities**
(4)	**Support Regional Transit Systems & Infrastructure**

QUALITY OF LIFE

(1) Implement Tracy's Homelessness Strategic Plan
(2) Develop Sustainability Strategies for the City
(3) Develop Arts & Culture Plan for the City
(4) Advance the City of Tracy's Housing Element

NEXT STEPS

The City Manager wrapped up the Council goal-setting session by sharing she would be translating the energy and ideas from the meeting to the next phase of providing additional detail and reporting these back to the Mayor and Council on June 8, 2025.

June 3, 2025

Agenda Item 1.R

RECOMMENDATION

Staff recommends that the City Council adopt a resolution amending the existing Legal Services Agreement with Colantuono Highsmith & Whatley, PC for services covered under Attachment A-3 by $81,0000 for a total Not-to-Exceed Amount of $121,000.

EXECUTIVE SUMMARY

After a competitive solicitation process, the City of Tracy contracted with Colantuono Highsmith and Whatley to provide legal services under three different scopes, which are General Advisory Services, Interim Assistant City Attorney, and Litigation. Staff is now requesting the City Council to increase the scope of Tracy Hills related legal services by an additional $81,000 for a total not-to-exceed amount of $121,000.

BACKGROUND AND LEGISLATIVE HISTORY

On December 3, 2024, the City Council approved an On Call List for legal services which included services for mediation and litigation. On December 31, 2024 City executed a Legal Services Agreement (LSA) with Colantuono Highsmith & Whatley for legal services. The LSA has three different categories of services, defined as three different scopes: General Advisory Services, Interim Assistant City Attorney and legal advice and representation regarding Tracy Hills. All these three categories have their different not to exceed amount allocated. Due to ongoing negotiations and advisory services including mediation, staff is requesting an increase in the existing not to exceed amount.

FISCAL IMPACT

Funding for the increase to the contract with Colantuono Highsmith & Whatley, PC is included in the existing budget for legal services.

STRATEGIC PLAN

This agenda item is a routine item and is not related to City Councils' Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopts a resolution amending the existing Legal Services Agreement with Colantuono Highsmith & Whatley, PC for services covered under Attachment A-3 by $81,0000 for a total not-to-exceed Amount of $121,000**.**

Prepared by: Kamalpreet Gill, Deputy City Attorney

Reviewed by: Sara Cowell, Director of Finance

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025 - _____

AMENDING THE EXISTING LEGAL SERVICES AGREEMENT WITH COLANTUONO HIGHSMITH & WHATLEY, PC FOR SERVICES COVERED UNDER ATTACHMENT A-3 BY $81,0000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $121,000.

WHEREAS, on December 3, 2024, the City Council approved an On Call List for legal services which included services for mediation, legal advice and representation related to Tracy Hills; and

WHEREAS, On December 31, 2024, the City executed a Legal Services Agreement (LSA) with Colantuono Highsmith & Whatley for such services; and

WHEREAS, The LSA has three different categories of services defined as three different scopes which are General Advisory Services, Interim Assistant City Attorney, and legal advice and representation regarding Tracy Hills; and

WHEREAS, all these three categories have their different not to exceed amount allocated; and

WHEREAS, existing scope of services for Tracy Hills, attached as A-3 to the LSA has not to exceed amount of $40,000; and

WHEREAS, due to ongoing negotiations with Tracy Hills and advisory services including mediation, staff is requesting an increase in the existing not to exceed by $81,000 for a total not to exceed amount of $121,000; and

WHEREAS, the funding for the requested increase is included in the existing budget for legal services; and now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby authorizes an increase in the not -to -exceed amount for scope of services listed under Attachment A-3 to the Legal Services Agreement with Colantuono Highsmith & Whatley, by $81,000, for a total not-to-exceed amount of $121,000; and

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 3rd day of June 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 3, 2025

Agenda Item 1.S

RECOMMENDATION

Staff and the Tracy Finance Committee recommend that the City Council adopts a resolution:

1. **Rejecting a bid protest received by the City on April 22, 2025;**
2. **Awarding a construction contract to Saboo, Inc. of Brentwood, California, in the amount of $10,914,200 for construction of the Lammers Road Zone B Pump Station – Tracy Recycled Water System Expansion Project, Capital Improvement Project (CIP) 74168;**
3. **Authorizing the City Manager to approve change orders up to the contingency amount of $1,091,420;**
4. **Authorizing a Not-to-Exceed Construction Budget of $12,155,620;**
5. **Authorizing an interfund loan to Tracy Infrastructure Master Plan (TIMP) Fund(F368) from the General Fund Reserves (F101) in the amount of $800,000 for the term of four years with interest at the current Local Agency Investment Fund (LAIF) Rate; and**
6. **Authorizing the appropriation of $2,247,804 from the Tracy Infrastructure Master Plan (TIMP) Fund (F368) to the Tracy Recycled Water System Expansion Capital Improvement Project CIP 74168**

EXECUTIVE SUMMARY

The recommended action will approve the construction of the Lammers Road Zone B Pump Station – Tracy Recycled Water System Expansion Capital Improvement Project (CIP), CIP 74168 (Project). This item recommends that the City Council reject a bid protest received by the City on April 22, 2025, from Mountain Cascade, Inc.; award a Construction Contract (Contract) to Saboo, Inc. of Brentwood, California (Contractor) for a contract price of $10,914,200; authorize the City Manager to approve change orders for up to $1,091,420; approve an additional estimated City overhead, permit fees, materials testing, and similar costs budget of $150,000; and authorize a total not-to-exceed budget of $12,155,620 for construction of this Project. The Contractor is the lowest responsive and responsible bidder selected from the bids submitted in response to the request for competitive bids advertised on March 25, 2025.

On May 27, 2025, staff requested that the Finance Committee approve the recommendation to City Council of an interfund loan in the amount of $800,000 from the General Fund Reserves to CIP 74168; and approve the appropriation of $2,247,804 from the Tracy Infrastructure Master Plan to CIP 74168. The Finance Committee approved the recommendation and requests City Council's consideration of a loan from the General Fund Reserves (F101) to the Tracy Infrastructure Master Plan Recycled (TIMP) Fund (F368) in the amount of $800,000, and approval of an appropriation of $2,247,804 from the Tracy Infrastructure Master Plan (TIMP) Fund (F368) to the Tracy Recycled Water System Expansion Capital Improvement Project CIP 74168 for the project. The total project budget of approximately $26.8 Million is funded by a $20 Million State Department of Water Resources Grant and impact fees.

BACKGROUND AND LEGISLATIVE HISTORY

The Recycled Water Expansion Project, CIP 74168, is an approved 2012 Water Master Plan Capital Improvement Project that consists of two projects: the extension of the existing recycled water distribution system on Lammers Road and the construction of the Zone B recycled water pump station. The City accepted a grant for both projects from the Department of Water Resources, in the amount of $20,000,000, pursuant to Resolution 2022-050. The grant funding agreement initially terminated in March 2026; however, State Legislators, City Staff, and Townsend Public Affairs lobbyists have been negotiating to extend that deadline by one year. The revised funding deadline is expected to be finalized during this legislative session.

The Recycled Water Expansion CIP includes a separate pipeline installation project awarded to Mozingo Construction on April 1, 2025, by Resolution 2025-065. This project is currently being constructed and includes the installation of two parallel thirty (30) inch non-potable water mains on Lammers Road. The Project is primarily located outside of the City limits in San Joaquin County (County) jurisdiction. Once completed, it will provide recycled water to the Tracy Lakes Master Planned Community development and the future Zone C recycled water pump station.

The second project under this CIP is the Lammers Road Zone B Pump Station that will provide recycled water for irrigation and other state approved uses in Zone B of the recycled water system. Zone B primarily includes the area west of Lammers Road and south of I-205, including the International Park of Commerce development area and adjacent areas. Notices Inviting Bids for construction work for the pipeline extension and the pump station were advertised separately. This project is expected to begin construction in June 2025.

Staff prepared the plans, specifications, and bid documents for the construction of the pump station and advertised for competitive bids on March 15, 2025. Six (6) bids were received and publicly opened on April 15, 2025, at 2:00 p.m. with the following results:

Contractor	City	Base Bid Amount
Saboo, Inc.	Brentwood, CA	$10,914,200
Mountain Cascade, Inc.	Livermore, CA	$11,374,471
WM Lyles, Co.	Fresno, CA	$11,440,888
AB Construction	Oakland, CA	$12,552,000
Myers & Sons Construction	Sacramento, CA	$13,777,000
Shimmick Construction	Suisun City, CA	$14,035,000

ANALYSIS

The lowest bidder, Saboo, Inc., of Brentwood, California, is responsive and responsible. The bidder has the appropriate contractor's license in active standing with the State of California and has completed similar smaller projects. The second lowest bidder, Mountain Cascade, Inc. filed a bid protest with the City Clerk on April 22, 2025, in accordance with bidding procedure. Staff and Legal Counsel reviewed the bid protest and asks that the City Council rejects the bid protest and awards the lowest bidder, Saboo, Inc. the contract. Staff and the Finance Committee recommend that the City Council approve a contract for the contract amount of $10,914,200.

Staff and the Finance Committee also recommend that the City Council authorizes a contingency amount of $1,091,420, representing ten (10) percent of the Construction Contract Cost. Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by the City Council.

The total estimated construction cost of this Project, including the base contract, contingency, and City costs related to staff time, permit costs and material testing, are as follows:

Construction Base Bid	$ 10,914,200
Contingency (10%)	$ 1,091,420
Staff time, permit fees, materials testing, etc.	$ 150,000
Total Project Budget	$ 12,155,620

West Yost Associates, Inc. (Consultant) will be providing construction management services for the project, under a Professional Services Agreement pursuant to Resolution 2024- 026, approved by the City Council on March 5, 2024. The Consultant will provide on-going public outreach information throughout construction and provide updates about traffic controls, temporary road closures, and construction progress. Outreach will be coordinated with the City's Public Information Officer and posted on social media and other appropriate media outlets. Project coordination will include communication with the City's Engineering, Transit, Operations, and Police departments, Tracy Unified School District, San Joaquin County Public Works, and the South San Joaquin County Fire Authority.

FISCAL IMPACT

The total estimated project cost is $26,872,332, and CIP 74168 (Tracy Recycled Water System Expansion Capital Improvement Project) currently has an approved budget of $24,624,528 with $9,907,816 available. An additional appropriation is needed in the amount of $2,247,804 to complete this project as follows:

Funding Source	**Budget**	**Expense**	**Balance**
368 - TIMP Recycled Water	$ 4,624,528	$ 1,654,258	$ 2,970,270
525 - Wastewater Grants	$ 20,000,000	$ 13,062,454	$ 6,937,546
Current Budget	$ 24,624,528	$ 14,716,712	$ 9,907,816
Total Project Cost	$ 26,872,332		
Current Shortfall	$ (2,247,804)		
Funding Source			
368 - TIMP Recycled Water	$ 1,447,804		$ 1,447,804
Loan – General Fund	$ 800,000		$ 800,000
Requested Appropriations			$ 2,247,804
Total Budget	$ 26,872,332		$ 12,155,620

The total available for appropriations from the TIMP Recycled Water Fund is $1,447,804, leaving a shortfall of $800,000. The City has an adopted policy that defines Interfund Loans as a long- term loan, more than 24 months, transfers of cash from one City Fund to another City Fund, which may be approved by the City Council. The General Fund Reserves (101) has sufficient funding and is an eligible lending source to loan the $800,000 needed for the project. The term of the loan will be four years, with total annual principal and interest payment will be $211,699.56 with repayment to commence in FY2026, out of available TIMP Recycled Impact fees as projects come online and pay recycled impact fees. On May 27, 2025, the Finance Committee approved recommending the interfund loan in the amount of $800,000 from the General Fund Reserves to the TIMP; and the appropriation of $2,247,804 from the TIMP to CIP # 74168.

PUBLIC OUTREACH/ INTEREST

Prior to the start of construction, Public Outreach will be distributed by mail to impacted residents on Lammers Road, and the homeowner's associations of Redbridge and Ellis, and posted on social media with updates throughout the project. Public Outreach will also include notifications to those same residents and homeowner's associations, public safety departments, schools, transit, impacted businesses when the construction schedule is determined; will further address timing of construction work and possible road closures.

COORDINATION

The Utilities Division of the Public Works Department has coordinated with San Joaquin County Public Works, Union Pacific Railroad, the Byron Bethany Irrigation District, City Transit, Operations, and Police departments, Tracy Unified School District and the South San Joaquin County Fire Authority. Staff also continues to engage with the City's Legislators, Lobbyist, and Department of Water Resources staff regarding the extension of the grant deadline.

CEQA DETERMINATION

The Initial Study and California Environmental Quality Act (CEQA) Negative Declaration for the Project was adopted by the City Council pursuant to Resolution 2017-020 and subsequently staff filed a Notice of Determination with San Joaquin County.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE TRACY FINANCE COMMITTEE

Staff and the Tracy Finance Committee recommend that the City Council adopts a resolution:

1) Rejecting a bid protest received by the City on April 22, 2025;

2) Awarding a construction contract to Saboo, Inc. of Brentwood, California, in the amount of $10,914,200 for construction of the Lammers Road Zone B Pump Station – Tracy Recycled Water System Expansion Project, Capital Improvement Project (CIP) 74168;

3) Authorizing the City Manager to approve change orders up to the contingency amount of $1,091,420;

4) Authorizing a Not-to-Exceed Construction Budget of $12,155,620;

5) Authorizing an interfund loan to Tracy Infrastructure Master Plan (TIMP) Fund(F368) from the General Fund Reserves (F101) in the amount of $800,000 for the term of four years with interest at the current Local Agency Investment Fund (LAIF) Rate; and

6) Authorizing the appropriation of $2,247,804 from the Tracy Infrastructure Master Plan (TIMP) Fund (F368) to the Tracy Recycled Water System Expansion Capital Improvement Project CIP 74168

Prepared by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Felicia Galindo, Budget Officer

Reviewed by: Gordon MacKay, Interim Public Works Director
Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

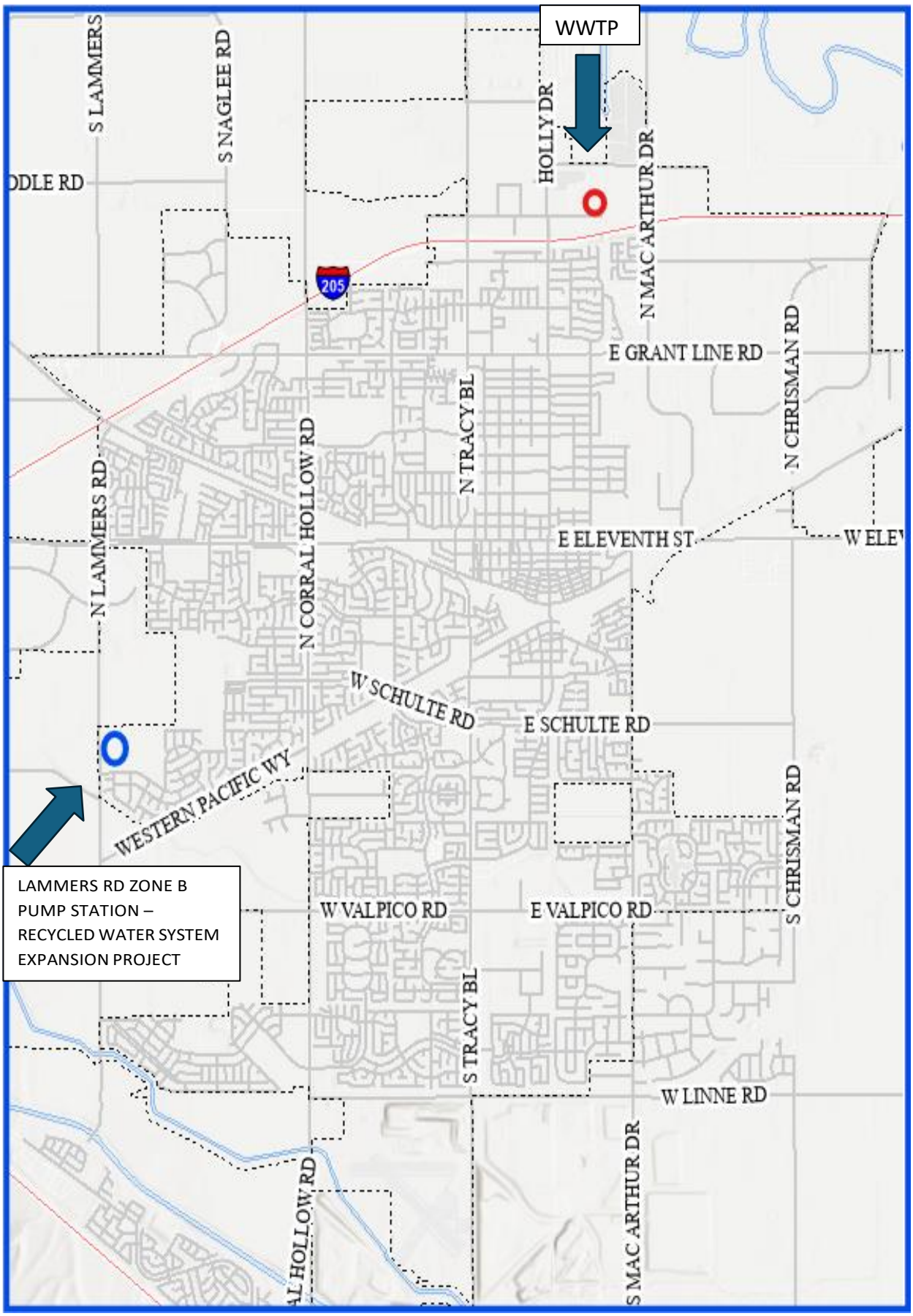
Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location Map

Attachment B - City of Tracy Infrastructure Impact Fee Re-Payment Schedule

ATTACHMENT A



City of Tracy
Tracy Infrastructure Impact Fee
Repayment Schedule

Laif Rate	3.93%	Annual Yield 2023/2024
Years	4	
Payments Per Year	1	
Amount	800,000	

Payment Number		Loan	Payment	Principal	Interest	Balance
1	2026	$800,000.00	$211,699.56	$188,597.00	$31,416.00	$611,403.00
2	2027	$611,403.00	$211,699.56	$196,003.20	$24,009.80	$415,399.80
3	2028	$415,399.80	$211,699.56	$203,700.25	$16,312.75	$211,699.56
4	2029	$211,699.56	$211,699.56	$211,699.56	$8,313.44	$0.00
			$846,798.22	$800,000.00	$80,051.99	

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) **REJECTING A BID PROTEST FROM MOUNTAIN CASCADE, INC. RECEIVED BY THE CITY CLERK ON APRIL 22, 2025;**
2) **AWARDING A CONSTRUCTION CONTRACT TO SABOO, INC., OF BRENTWOOD, CALIFORNIA, IN THE AMOUNT OF $10,914,200 FOR THE CONSTRUCTION OF THE LAMMERS ROAD ZONE B PUMP STATION – TRACY RECYCLED WATER EXPANSION PROJECT, CAPITAL IMPROVEMENT PLAN (CIP) 74168;**
3) **AUTHORIZING:**
   a. **THE CITY MANAGER TO APPROVE CONSTRUCTION CONTRACT CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF $1,091,420, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.090(b);**
   b. **A NOT-TO-EXCEED CONSTRUCTION BUDGET OF $12,155,620;**
   c. **AN INTERFUND LOAN TO THE TRACY INFRASTRUCTURE MASTER PLAN TRAFFIC (TIMP) FUND (F368) FROM THE GENERAL FUND RESERVES (F101) IN THE AMOUNT OF $800,000 FOR THE TERM OF TWENTY YEARS WITH INTEREST AT THE CURRENT LOCAL AGENCY INVESTMENT FUND (LAIF) RATE; AND**
   d. **THE APPROPRIATION OF $2,247,804 FROM THE TRACY INFRASTRUCTURE MASTER PLAN (TIMP) FUND (F368) TO THE TRACY RECYCLED WATER SYSTEM EXPANSION CAPITAL IMPROVEMENT PLAN (CIP) 74168; AND**

WHEREAS, the Recycled Water Expansion Project is an approved Capital Improvement Plan (CIP) project identified in the 2012 Water Master Plan and is eligible for impact fee funding of $18,475,878 under the adopted Water Master Plan Update; and

WHEREAS, the City accepted a grant from the Department of Water Resources in the amount of $20,000,000 pursuant to Resolution 2022-050; and

WHEREAS, the available recycled water impact fees of $4,624,528 have been allocated to the CIP; and

WHEREAS, On March 15, 2025, staff prepared the plans, specifications, and bid documents for the Lammers Road Zone B Pump Station – Tracy Recycled Water System Expansion Project, Capital Improvement Plan (CIP) 74168, for competitive bids; and

WHEREAS, bids were received and publicly opened on April 15, 2025, at 2:00 p.m., and resulted in the following base bids:

Saboo, Inc.	$10,914,200
Mountain Cascade, Inc.	$11,374,471
WM Lyles, Co.	$11,440,888
AB Construction	$12,552,000
Myers & Sons Construction	$13,777,000
Shimmick Construction	$14,035,000 ; and

WHEREAS, the Base Bid amount was used to determine the lowest bidder; and

WHEREAS, Saboo, Inc. is responsive and responsible, has the appropriate contractor's license in active standing with the State of California, and has completed similar projects; and

WHEREAS, On April 22, 2025, the City Clerk received a bid protest from Mountain Cascade, Inc.; and

WHEREAS, After review, staff and legal counsel recommended the bid protest be rejected; and

WHEREAS, The City of Tracy has an adopted policy that defines Interfund Loans as a long-term loan, more than 24 months, transfers of cash from one City Fund to another City Fund, which may be approved by the City Council; and

WHEREAS, The General Fund is an eligible lending fund source to all funds; and

WHEREAS, The Tracy Infrastructure Master Plan (TIMP) Traffic Fund does not have sufficient funding available for Tracy Recycled Water System Expansion Capital Improvement Project (CIP 74168); and

WHEREAS, The project will need $2,247,804 to fully fund and complete the project and there is $1,447,804 available from the TIMP Recycled Water Fund (F368); and

WHEREAS, The General Fund Reserves (F101) has sufficient funding and is an eligible lending source to loan the $800,000 needed for the project; and

WHEREAS, The term of the loan shall be for four years at the current Local Agency Investment Fund (LAIF) Rate as evidenced by the attached interfund loan re-payment schedule as Exhibit A; and

WHEREAS, on May 27, 2025, the City of Tracy Finance Committee approved the recommendation to City Council of the interfund loan in the amount of $800,000 to the TIMP Recycled Water Fund (F368) and the appropriation of $2,247,804 from the TIMP to the project; and

WHEREAS, adequate funding is available in the project to fund the construction of the Base Bid. The not-to-exceed construction budget is $12,155,620, including the contract amount of $10,914,200 for Saboo, Inc., the contingency of $1,091,4250 and an additional estimated City overhead, permit fees, materials testing, etc., of $150,000; and now therefore be it,

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

FURTHER RESOLVED: the Initial Study and California Environmental Quality Act (CEQA) Negative Declaration for the Project was adopted by City Council pursuant to Resolution 2017-020 and subsequently a Notice of Determination was filed with San Joaquin County; and be it

FURTHER RESOLVED: That the City Council rejects the bid protest received from Mountain Cascade, Inc. on April 22, 2025; and be it

FURTHER RESOLVED: That the City Council hereby awards a construction contract to Saboo, Inc., of Brentwood, California in the amount of $10,914,200 for the Lammers Road Zone B Pump Station – Tracy Recycled Water System Expansion Project, Capital Improvement Plan (CIP) 74168; and be it

FURTHER RESOLVED: That the City Council hereby authorizes the City Manager to approve construction contract change orders up to the contingency amount of $1,091,420, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b); and be it

FURTHER RESOLVED: That the City Council hereby authorizes the not-to-exceed construction budget of $12,155,620; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby authorizes an interfund loan to the Tracy Infrastructure Master Plan Traffic (TIMP) Fund (368) from the General Fund Reserves (101) in the amount of $800,000 for the term of twenty years with interest at the current Local Agency Investment Fund (LAIF) Rate and authorizes an appropriation of $2,247,804 from the Tracy Infrastructure Master Plan (TIMP) fund (F368) to the Tracy Recycled Water System Expansion Capital Improvement Plan CIP 74168.

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

The foregoing Resolution 2025-_ was adopted by the Tracy City Council on the 3rd day of June 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 3, 2025

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the City Council introduces an ordinance repealing and replacing Section 10.08.3193 of the Tracy Municipal Code, regarding Mobile Food Vendors.

EXECUTIVE SUMMARY

This agenda item would create a new regulatory program for Mobile Food Vendors in the City of Tracy. The proposed program establishes permitting, operational, and site standards that enable Mobile Food Vendors to operate throughout the City under a single City-issued license. The proposed program also accommodates short-term and permanent Mobile Food Vendor Courts.

BACKGROUND AND LEGISLATIVE HISTORY

On November 7, 2017, the City Council approved the City of Tracy's current regulations regarding Mobile Food Vendors. These regulations are found in Tracy Municipal Code (TMC) Section 10.08.3193 and are summarized as follows:

- Mobile Food Vendors may only operate in industrial zones.
- Mobile Food Vendors may only operate on occupied private property and may not operate on vacant parcels, in the public right-of-way, or on City-owned property.
- Mobile Food Vendors may operate up to three hours at a single location in a 24-hour period.
- Mobile Food Vendors may operate in any zone if part of a temporary use permit, special event permit, facility permit, or with a peddlers/vendors license.
- A permit is not required. However, the operator must have written authorization from the owner of the property where the Mobile Food Vendor is operating.
- "Mobile Food Vendor" is defined as any vehicle, as defined in Section 670 of the California Vehicle Code, which is equipped and used for retail sales of prepared, prepackaged, or unprepared food or foodstuffs of any kind that parks at one or more locations within the City. A Mobile Food Vendor also includes any trailer, wagon or cart equipped and used as described in this definition and pulled by a vehicle. Mobile food vendors are typically described as food trucks. These are separate from sidewalk vendors who sell foodstuffs from human-powered push carts on sidewalks.

On July 6, 2021, the City Council amended the Cordes Ranch Specific Plan to regulate Mobile Food Vendors within the Plan area as follows:

- Mobile Food Vendors may operate anywhere within the Specific Plan area, including non-industrial zones.
- Mobile Food Vendors may operate up to twelve hours at a single location in a 24-hour period.

On October 18, 2022, Councilmember Davis requested a discussion item to address mobile food vendors and ways to be more business friendly. The request was seconded by Councilmember Bedolla. Following this meeting, Planning staff researched mobile food vendor regulations in other cities, conducted a community survey, met with the business community,

and, ultimately, prepared a draft ordinance for consideration by the Planning Commission.

The community survey found that most respondents were supportive or highly supportive of less regulation and more opportunity for mobile food vendors in the City of Tracy.

On February 14, 2024, the Planning Commission considered a draft ordinance to amend the City's regulations for Mobile Food Vendors. The draft ordinance included the following major provisions:

- Mobile Food Vendors could operate in industrial, commercial, and office zones, except for certain portions of the Central Business District Zone.
- Mobile Food Vendors could operate at the same location for up to 12 hours in a 24-hour period.
- There would be a limit of one Mobile Food Vendor per parcel.
- A Mobile Food Vendor Permit would be required for individual Mobile Food Vendors.
- Multiple Mobile Food Vendors could permanently or periodically locate on a single parcel ("food truck court") with approval of a Development Review Permit.

At this meeting, the Planning Commission considered the draft ordinance and public testimony and recommended that the City Council adopts the draft ordinance, albeit with significant amendments. Those recommendations are summarized as follows:

1. The Central Business District Zone (Downtown) should not be excluded.
2. The Mobile Food Vendor Permit should not be site-specific and should instead allow permitted vendors to travel to multiple sites under a standard set of operational regulations.
3. Multiple Mobile Food Vendors should be able to occupy a single parcel.
4. Smaller food truck courts should be able to operate without a Development Review Permit.
5. There should be no citywide limit on Mobile Food Vendor Permits.
6. Any future Mobile Food Vendor Permit fee should be lower for Tracy residents.
7. The new ordinance should operate as a pilot program for up to two years before adoption of an ordinance.

On September 17, 2024, staff held a public workshop at the Tracy Transit Station to present information and invite additional public comment. Approximately 15 people attended the meeting, representing the community and business interests.

On January 21, 2025, the City Council received a presentation and directed staff to return with an ordinance to expand the Mobile Food Vendor Program. The proposed ordinance is reflective of the direction provided by the City Council, which reflects many of the Planning Commission's recommendations.

On May 14, 2025, the Planning Commission held a public hearing and considered the current draft ordinance. Following public comment and deliberation, the Planning Commission voted (4-0-0) to recommend approval of the ordinance with one recommended amendment regarding outdoor preparation of food and the use of portable barbeques, smokers, and grills. The prior draft ordinance prohibits the outdoor preparation of food and the use of barbeques, etc. The Planning Commission recommended that this prohibition be removed and that barbeques, etc. be allowed as long as they are fifty feet from a residential use. A similar fifty-foot restriction applies to generators in the draft ordinance. Additional information is provided in the analysis below.

The complete agenda and minutes for the February 14, 2024 and May 14, 2025 Planning Commission meetings are available at: https://www.cityoftracy.org/government/boards-and-commissions/planning-commission

The agenda and minutes for the January 21, 2025 City Council meeting are available at: https://www.cityoftracy.org/government/city-council/council-meeting-agendas

ANALYSIS

The proposed amendment would create a new regulatory program for the operation of Mobile Food Vendors, commonly known as food trucks, in the City of Tracy.

Citywide vs. Site Specific

The new regulations would enable a Mobile Food Vendor to operate throughout the commercial and industrial zones in the City of Tracy under a single license. This license would be applicable to the entire City of Tracy. The operator would *not* need to secure a site-specific land use permit but would instead be required to obey universal operational and site standards, which are discussed below. The operator would also need the permission of the property owner to use the site.

Contents of Ordinance

The proposed Mobile Food Vendor Ordinance consists of the following sections:

- Purpose
- Definitions
- License Requirement
- Operational Standards
- Site Standards
- Mobile Food Vendor Courts
- Short Term Mobile Food Vendor Courts

Purpose

The stated purpose of the ordinance is “to preserve the health and welfare of the City and its residents by establishing regulations pertaining to mobile food vendors.” This is primarily accomplished through application of the operational and site standards, which were drafted to ensure that mobile food vendors operate in a safe and considerate manner.

Definitions

The ordinance includes definitions for the following terms:

- Mobile Food Vendor
- Mobile Food Vendor Court
- Mobile Food Vendor License
- Mobile Food Vendor Site
- Mobile Food Vendor Vehicle, and
- Short Term Mobile Food Vendor Court

Clear definitions are critical for an efficient and equitable program. These definitions use plain language, avoid duplicity, and establish the terms that are used throughout the ordinance.

License Requirement
The proposed ordinance requires that all Mobile Food Vendors apply for and be issued a Mobile Food Vendor License prior to operation in the City. This license is revocable and authorizes the operation of a Mobile Food Vendor throughout the City of Tracy. The ordinance includes application submittal requirements, enables a fee to be established, conditions all licenses on compliance with the operational and site standards, and establishes that licenses are not transferable and are valid for 365 days with annual renewal. The ordinance includes a provision enabling the City Council to impose, by resolution, a maximum number of licenses to be issued in total or annually. No such limit is proposed at this time, though the City Council, if it desires, may ask staff to return with a resolution to establish a limit.

Operational Standards
The ordinance includes operational standards that regulate how a Mobile Food Vendor may operate throughout the City.

The operational standards apply to all Mobile Food Vendors and are summarized as follows:

- The vendor must keep the License and other official documents with the vehicle and make them available to staff.
- Only food, beverages, and/or promotional items (hats, stickers, etc.) can be sold by the Mobile Food Vendor.
- A Mobile Food Vendor may occupy a site for a maximum of 18 continuous hours each calendar day.
- No more than two Mobile Food Vendors may occupy a single site concurrently.
- A Mobile Food Vendor may use one portable table with chairs and one portable sign.
- The Mobile Food Vendor must provide adequate receptacles for garbage, recycling, and organic waste, per State law.
- All food preparation must occur inside the vehicle. Outdoor BBQs, smokers, etc. are prohibited.
- Internal combustion generators may not be used within 50’ of a residential land use.

Site Standards
In addition, the ordinance includes site standards that will determine which sites are appropriate for use by a Mobile Food Vendor. These site standards are summarized as follows:

- Use of the site must guarantee safe access to customers.
- Up to 50% of a parking lot may be used but a minimum of two customer spaces must be reserved.
- The site must be in one of the City’s listed commercial or industrial zones.
- The site may not be a City-owned property, public park, or the public right-of-way.
- The site must be paved.
- A vacant site may not be used; there must be a primary business operating on the site.

Mobile Food Vendor Courts
The simultaneous use of a single site by more than two Mobile Food Vendors constitutes a Mobile Food Vendor Court. In these cases, the land use is considered permanent and ordinary development standards are imposed, including the requirement of a Development Review Permit. These courts would be expected to be developed to basic standards, which includes the following:

- Dedicated customer parking.
- Full access for those with disabilities (Americans with Disabilities Act (ADA) compliance).

- Aesthetic site improvements such as landscaping and lighting.
- Site improvements such as drainage, right-of-way improvement, and permanent utilities, as appropriate.

In short, a Mobile Food Vendor Court must be developed as a permanent land use with ordinary site improvement standards and obligations.

Short Term Mobile Food Vendor Courts
There are instances where a mobile food vendor court would operate on a short-term basis. Ordinarily, temporary uses are governed by the Temporary Use Permit, described in TMC 10.08.4240, which restricts the temporary use to thirty days. As an alternative, Short Term Mobile Food Vendor Courts would be allowed to operate in the same location for up to 180 days. The improvement standards for permanent Mobile Food Vendor Courts would not be required but the operator would have to demonstrate compliance with all applicable health codes, State laws, and federal regulations, including those addressing temporary utilities, access, air quality, water supply, and similar considerations. The Short Term Mobile Food Vendor Court would be subject only to the applicable codes for temporary uses.

Planning Commission Recommendation
As described above, the Planning Commission recommended that Mobile Food Vendors be allowed to use outdoor barbeques, smokers, grills, etc. if they are fifty feet from a residential use. Following the May 14, 2025, Planning Commission meeting, Planning staff learned that the Code Enforcement Division is actively enforcing existing Municipal Code standards that preclude outdoor barbeques, smokers, grills, etc.

The Zoning Ordinance requires that all land uses be “conducted wholly within a building” in most of the City’s commercial areas. This has been interpreted and enforced as a prohibition on outdoor food preparation and the use of outdoor barbeques, smokers, gills, etc. in commercial areas. Residential outdoor food preparation and barbeques, etc. are allowed in residential zones. This information was not available to the Planning Commission at the meeting and may have informed their recommendation. It was not the Planning Commission’s stated intention to create a unique exception to an established standard for Mobile Food Vendors.

The recommendation would inadvertently create a significant advantage for Mobile Food Vendors, who would be uniquely allowed to prepare food outdoors. As such, staff is recommending that the City Council not accept the Planning Commission’s recommendation on this amendment, but adopt the ordinance as submitted. Should the City Council desire to take up the subject of outdoor food preparation, barbeques, etc. on a Citywide basis for commercial areas, staff can return with additional information on the subject.

Summary
The proposed ordinance will allow for the consistent regulation of Mobile Food Vendors throughout the City of Tracy, as requested by the Planning Commission and City Council. The proposed ordinance includes sufficient regulations to ensure that Mobile Food Vendors will operate in a safe and responsible way and will not have negative impacts on the adjacent community. Failure to abide by any of the provisions can result in the revocation of the Mobile Food Vendor License.

This program would be administered by the Planning Division of the Community and Economic Development Department. If the ordinance is approved, staff would develop handouts and an application form for the program, maintain the files, and propose an application

and/or registration fee for the City Council's approval. The Code Enforcement unit of the Tracy Police Department would initiate an education campaign to inform current operators of the new regulations and offer time and assistance to make an application for a license.

CEQA DETERMINATION

The proposed ordinance is not a project within the meaning of section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

FISCAL IMPACT

The proposed action is intended to increase economic activity in the City of Tracy, which would result in increased business license and sales tax revenue. The cost to administer the licensing program may be recovered through a fee that may be established under a separate action once the ordinance is in place.

STRATEGIC PRIORITY

The proposed action supports Economic Development Goal 4: Attract businesses and jobs that meet the needs and desires of the community.

The proposed ordinance will expand opportunities for mobile food vendors to operate in the City of Tracy, which reflects the stated desires of the community, the Planning Commission, and the City Council.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council introduces an ordinance repealing and replacing Section 10.08.3193 of the Tracy Municipal Code, regarding Mobile Food Vendors.

Prepared By: Forrest Ebbs, Director of Community and Economic Development

Reviewed by: Sara Castro, Director of Finance
Matthew Summers, Interim Assistant City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo Sanchez, Assistant City Manager

ATTACHMENTS

Attachment A – Ordinance
Attachment B – Planning Commission Resolution No. 2025-012, May 14, 2025
Attachment C – Tracy Municipal Code Section 10.08.3193 (existing)

Attachment A

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

REPEALING AND REPLACING SECTION 10.08.3193 OF THE TRACY MUNICIPAL CODE, RELATING TO MOBILE FOOD VENDORS

WHEREAS, on November 7, 2017, the City Council approved the City of Tracy's current regulations regarding mobile food vendors; and

WHEREAS, on July 6, 2021, the City Council amended the Cordes Ranch Specific Plan to regulate mobile food vendors within the Plan area; and

WHEREAS, on February 14, 2024, the Planning Commission considered a draft ordinance that would amend the City's regulations for mobile food vendors; and

WHEREAS, on January 21, 2025, the City Council received a presentation and directed staff to return with an ordinance to regulate the Mobile Food Vendor Program; and

WHEREAS, on May 14, 2025, the Planning Commission conducted a public hearing and recommended that the City Council adopt the ordinance; and

WHEREAS, the stated purpose of the City Council Strategic Priority for Economic Development is to enhance the competitiveness of the City while further developing a strong and diverse economic base. The proposed ordinance would increase business opportunities for mobile food vendors throughout the City of Tracy; and

WHEREAS, the ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment; and

WHEREAS, on Tuesday, June 3, 2025, the City Council conducted a public hearing regarding the proposed amendments to Tracy Municipal Code 10.08.3913.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals/Findings. The City Council finds and determines the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2. Repeal and Replacement of Section 10.08.3193. The City Council hereby repeals Tracy Municipal Code Section 10.08.3193 and replaces it with the following:

10.08.3193 Mobile Food Vendors.

(a) Purpose. The purpose of this section is to preserve the health and welfare of the City and its residents by establishing regulations pertaining to mobile food vendors.

(b) Definition.

(1) Mobile Food Vendor – An individual or business entity that is engaged in the retail sale of prepared food from a mobile food vendor vehicle. This definition excludes temporary food vending tables or stands operating outside of an approved mobile food vendor vehicle.

(2) Mobile Food Vendor Court – A permanent land use involving the operation of three or more mobile food vendor vehicles on a single site.

(3) Mobile Food Vendor License – A revocable license issued by the City of Tracy authorizing the operation of a mobile food vendor vehicle by a mobile food vendor.

(4) Mobile Food Vendor Site – The location used by a mobile food vendor.

(5) Mobile Food Vendor Vehicle – Any vehicle, as defined in Section 670 of the California Vehicle Code, which is equipped and used for retail sales of prepared food. A mobile food vendor vehicle shall also include any trailer, wagon, or cart equipped and used as described in this definition and pulled by a vehicle.

(6) Short Term Mobile Food Vendor Courts – A mobile food vendor court operating at a single site for a temporary period of time.

(c) License Requirement: The operation of a Mobile Food Vendor requires the prior issuance of a Mobile Food Vendor License, subject to the following standards:

(1) An applicant for a Mobile Food Vendor License shall submit an application and all required information.

(2) At minimum, the following information shall be provided on the application form:

i. Type of Vehicle (coach, trailer, etc.)

ii. Vehicle Identification Number (VIN)

iii. License Plate Number

iv. Copy of Vehicle Registration

v. Proof of Ownership or Written Authorization from the Registered Owner

vi. Evidence of Active Motor Vehicle Insurance

vii. San Joaquin County Health Permit for Mobile Food Facility

(3) Fees may be adopted in the Master Fee Schedule for the application and for its renewal.

(4) A Mobile Food Vendor License is required for each Mobile Food Vendor Vehicle.

(5) A Mobile Food Vendor License is not transferable.

(6) A Mobile Food Vendor License shall be valid for 365 days and is eligible for annual renewal. If the Mobile Food Vendor License is not renewed prior to expiration, it shall be deemed expired, and a new application shall be required.

(7) Compliance with all Operational and Site Standards shall be a required condition of any Mobile Food Vendor License.

(8) The City Council may adopt by resolution a maximum number of Mobile Food Vendor Licenses to be issued in total or annually.

(9) Applications for a Mobile Food Vendor License shall be reviewed and issued by the Director of Community and Economic Development, or designee.

(10) A Mobile Food Vendor License may be revoked by the approving authority.

(d) Operational Standards

(1) The Mobile Food Vendor shall maintain the following documents, or copies thereof, in the Mobile Food Vendor Vehicle and present them to City staff upon request:

i. Mobile Food Vendor License

ii. San Joaquin County Health Permit for Mobile Food Facility

iii. City of Tracy Business License

iv. Evidence of Active Motor Vehicle Insurance

v. Written Evidence of Permission from the Owner of the Property Where the Mobile Food Vendor is Operating, Including Name and Contact Telephone Number

(2) The Mobile Food Vendor may only sell food and/or beverages. Promotional items, such as stickers, t-shirts, etc. may also be sold.

(3) At least one licensed driver capable of driving the vehicle shall be present at the Mobile Food Vendor Site at all times.

(4) Mobile Food Vendors may operate continuously on any single site for a maximum of 18 hours each calendar day. At the end of each operational period, the Mobile Food Vendor Vehicle and any table, garbage can, or other possession shall be removed from the site. Any subsequent location during the remainder of the calendar day shall be at least 500 feet away.

(5) No more than two (2) Mobile Food Vendors may concurrently operate or be located at a single site unless separated by 500 feet. The concurrent use of a site by three (3) or more Mobile Food Vendors within 500 feet of each other constitutes a Mobile Food Vendor Court and is subject to those specific regulations.

(6) The Mobile Food Vendor may use a maximum of one portable table with chairs.

(7) The Mobile Food Vendor may use a maximum of one portable sign with a maximum area of 12 square feet per side.

(8) The portable sign must be located within twenty (20') feet of and on the same site as the Mobile Food Vendor Vehicle and shall not be in the public right-of-way.

(9) Each Mobile Food Vendor Site shall maintain receptacles for the collection of garbage, recycling, and organic waste, as required by State law and local regulations.

(10) All food preparation and cooking shall occur within the Mobile Food Vendor Vehicle. The outside use of portable grills, barbecues, or similar devices is prohibited.

(11) Internal combustion generators may not be used within 50' of a residential land use.

(e) Site Standards

(1) Mobile Food Vendor Sites shall contain adequate space and configuration to allow customers to safely access and park on the site.

i. A minimum of two customer parking spaces shall be provided at each site. These spaces may be shared but must be accessible to Mobile Food Vendor customers. Customer parking spaces are not required in the Central Business District (CBD) Zone.

ii. The Mobile Food Vendor Vehicle, including any exterior tables or accessories, shall not occupy more than 50% of the total parking of any parking lot.

(2) The Mobile Food Vendor may operate only on private property in the following zoning districts:

i. Community Shopping Center Zone (CS)

ii. General Highway Commercial Zone (GHC)

iii. Community Recreation Support Services (CRS)

iv. Central Business District (CBD)

v. Neighborhood Shopping Zone (NS)

vi. Medical Office Zone (MO)

vii. Professional Office Medical Zone (POM)

viii. Light Industrial Zone (M-1)

ix. Heavy Industrial Zone (M-2)

x. Highway Service Zone (HS)

xi. Northeast Industrial Specific Plan Area

xii. Industrial Areas Specific Plan Area

xiii. I-205 Corridor Specific Plan Area [commercial and industrial zones]

xiv. Tracy Hills Specific Plan [commercial and industrial zones]

xv. Ellis Specific Plan [commercial and industrial zones]

xvi. Cordes Ranch Specific Plan

(3) Mobile Food Vendors are prohibited from operating on City-owned property, including the public right-of-way and parks and recreation facilities, unless part of an authorized special event.

(4) The operational area of the Mobile Food Vendor Site must be paved with asphalt, concrete, or similar impervious surface.

(5) Mobile Food Vendors may only operate on a site with an existing primary commercial or industrial use. Vacant sites may not be used by Mobile Food Vendors.

(6) The Mobile Food Vendor Vehicle may not impede any driveway, drive aisle, pedestrian way, fire lane, path of egress, or trash enclosure.

(7) Lines and waiting areas shall be accommodated on the Mobile Food Vendor Site.

(f) Mobile Food Vendor Courts

(1) Permit Requirement: The operation or development of a Mobile Food Vendor Court requires the prior approval of a Development Review Permit, pursuant to Title 10, Chapter 10.08, Article 30.

(2) Mobile Food Vendor Courts are permitted in the Zoning Districts described in Section (e) with the issuance of a Development Review Permit.

(3) The following standards shall apply to all Mobile Food Vendor Courts:

i. All Mobile Food Vendor Vehicles shall have direct individual access to permanent sanitary sewer, water and electric utilities. The use of portable grey or black water tanks is prohibited.

ii. The use of an internal combustion generator within a Mobile Food Vendor Court is prohibited.

iii. The site shall conform to all applicable City commercial design guidelines and standards, including those for exterior lighting, landscaping, storm drainage, right-of-way improvement, and similar standards.

iv. Common refuse, recycling, and composting collection facilities shall be provided through a trash enclosure.

v. A minimum of one on-site customer parking space shall be provided for each Mobile Food Vendor Vehicle. No customer parking spaces are required in the Central Business District (CBD).

(g) Short Term Mobile Food Vendor Courts: A mobile food vendor court operating for a period of no more than 180 continuous days at a single site.

(1) Short Term Mobile Food Vendor Courts may be established with a Temporary Use Permit, as governed by Tracy Municipal Code Section 10.08.4240, except as follows:

i. A Temporary Use Permit shall be valid for a maximum continuous period of 180 days in a single calendar year. The 180-day period may not be separated into smaller periods.

ii. Following the expiration of the Temporary Use Permit, the site shall not be occupied by another Short Term Mobile Food Vendor Court for a period of 180 days.

iii. The provisions of 10.08.3193(f)(3) shall not be required for Short Term Mobile Food Vendor Courts if the applicant demonstrates compliance with all local, State, and federal regulations, including those addressing temporary utilities, access, air quality, water supply, and similar considerations.

SECTION 3. CEQA Determination. The City Council finds and determines this Ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA

exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause, or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses, or phrases may be declared invalid or unconstitutional

SECTION 5. Effective Date. This Ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 6. Publication. The City Clerk is directed to publish this Ordinance in a manner required by law.

SECTION 7. Codification. This Ordinance shall be codified in the Tracy Municipal Code.

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

The foregoing Ordinance ___ was introduced at a regular meeting of the Tracy City Council on the 3rd day of June 2025, and finally adopted on the _ day of_____, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Date of Attestation: _____

NOTICE AND DIGEST

AN ORDINANCE 1) DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, PURSUANT TO CEQA GUIDELINES SECTION 15378 AND/OR 15061(B)(3), AND 2) AMENDING SECTIONS 10.08.3193 OF THE TRACY MUNICIPAL CODE, REGARDING MOBILE FOOD VENDORS

The Ordinance amends Tracy Municipal Code Section 10.08.3193 to create a new regulatory program including, but not limited to, a licensing requirement and site and operational standards, for mobile food vendors in the City of Tracy.

Attachment B

APPROVED AS TO FORM AND LEGALITY

Kamalpreet Gill

CITY ATTORNEY'S OFFICE

TRACY PLANNING COMMISSION

RESOLUTION 2025-012

RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF TRACY CONDUCT A PUBLIC HEARING, AND UPON ITS CONCLUSION, TAKE THE FOLLOWING ACTIONS:

1. INTRODUCE AND ADOPT AN ORDINANCE THAT

(A) REPEALS AND REPLACES SECTION 10.08.3193 OF THE TRACY MUNICIPAL CODE, REGARDING MOBILE FOOD VENDORS; AND

(B) DETERMINES THAT THE ORDINANCE IS NOT A PROJECT WITHIN THE MEANING OF SECTION 15378 OF THE CEQA GUIDELINES BECAUSE IT HAS NO POTENTIAL FOR RESULTING IN PHYSICAL CHANGE IN THE ENVIRONMENT, EITHER DIRECTLY OR ULTIMATELY. IN THE EVENT THAT THE ORDINANCE IS FOUND TO BE A PROJECT UNDER CEQA, IT IS SUBJECT TO THE CEQA EXEMPTION CONTAINED IN CEQA GUIDELINES SECTION 15061(B)(3) BECAUSE IT CAN BE SEEN WITH CERTAINTY TO HAVE NO POSSIBILITY OF A SIGNIFICANT EFFECT ON THE ENVIRONMENT; AND

WHEREAS, on November 7, 2017, the City Council approved the City of Tracy's current regulations regarding mobile food vendors; and

WHEREAS, on July 6, 2021, the City Council amended the Cordes Ranch Specific Plan to regulate mobile food vendors within the Plan area; and

WHEREAS, on February 14, 2024, the Planning Commission considered a draft ordinance that would amend the City's regulations for mobile food vendors; and

WHEREAS, on January 21, 2025, the City Council received a presentation and directed staff to return with an ordinance to regulate the mobile food vendor program; and

WHEREAS, the ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on May 14, 2025; now, therefore, be it

RESOLVED: That the Planning Commission of the City of Tracy hereby recommends that the City Council of the City of Tracy determine that the ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is

found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment; and be it

FURTHER RESOLVED: That the Planning Commission of the City of Tracy hereby recommends that the City Council of the City of Tracy introduce and adopt an ordinance to repeal and replace Tracy Municipal Code Section 10.08.3913, thereby creating a regulatory program for the operation of mobile food vendors.

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

The foregoing Resolution 2025-012 was adopted by the Planning Commission of the City of Tracy on May 14, 2025, by the following vote:

AYES:	COMMISSION MEMBERS:	ATWAL, BOAKYE-BOATENG, ENGLISH, PENNING
NOES:	COMMISSION MEMBERS:	
ABSENT:	COMMISSION MEMBERS:	ORCUTT
ABSTENTION:	COMMISSION MEMBERS:	

CHAIR

ATTEST: Scott Claar
STAFF LIAISON

Date of Attestation: _____

Exhibit 1

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE 1) DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3) AND 2) REPEALING AND REPLACING SECTION 10.08.3193 OF THE TRACY MUNICIPAL CODE, RELATING TO MOBILE FOOD VENDORS.

WHEREAS, on November 7, 2017, the City Council approved the City of Tracy's current regulations regarding mobile food vendors; and

WHEREAS, on July 6, 2021, the City Council amended the Cordes Ranch Specific Plan to regulate mobile food vendors within the Plan area; and

WHEREAS, on February 14, 2024, the Planning Commission considered a draft ordinance that would amend the City's regulations for mobile food vendors; and

WHEREAS, on January 21, 2025, the City Council received a presentation and directed staff to return with an ordinance to regulate the mobile food vendor program; and

WHEREAS, on May 14, 2025, the Planning Commission conducted a public hearing and recommended that the City Council adopt the ordinance; and

WHEREAS, the stated purpose of the City Council Strategic Priority for Economic Development is to enhance the competitiveness of the City while further developing a strong and diverse economic base. The proposed ordinance would increase business opportunities for mobile food vendors throughout the City of Tracy; and

WHEREAS, the ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment; and

WHEREAS, on _____,_____, the City Council conducted a public hearing regarding the proposed amendments to TMC 10.08.3913.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals/Findings. The City Council finds and determines the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2. Repeal and Replacement of Section 10.08.3193. The City Council hereby repeals Tracy Municipal Code Section 10.08.3193 and replaces it with the following:

10.08.3193 Mobile Food Vendors.

(a) Purpose. The purpose of this section is to preserve the health and welfare of the City and its residents by establishing regulations pertaining to mobile food vendors.

(b) Definition.

(1) Mobile Food Vendor – An individual or business entity that is engaged in the retail sale of prepared food from a mobile food vendor vehicle. This definition excludes temporary food vending tables or stands operating outside of an approved mobile food vendor vehicle.

(2) Mobile Food Vendor Court – A permanent land use involving the operation of three or more mobile food vendor vehicles on a single site.

(3) Mobile Food Vendor License – A revokable license issued by the City of Tracy authorizing the operation of a mobile food vendor vehicle by a mobile food vendor.

(4) Mobile Food Vendor Site – The location used by a mobile food vendor.

(5) Mobile Food Vendor Vehicle – Any vehicle, as defined in Section 670 of the California Vehicle Code, which is equipped and used for retail sales of prepared food. A mobile food vendor vehicle shall also include any trailer, wagon or cart equipped and used as described in this definition and pulled by a vehicle.

(6) Short Term Mobile Food Vendor Courts - A mobile food vendor court operating at a single site for a temporary period of time.

(c) License Requirement: The operation of a Mobile Food Vendor requires the prior issuance of a Mobile Food Vendor License, subject to the following standards:

(1) An applicant for a Mobile Food Vendor License shall submit an application and all required information.

(2) At minimum, the following information shall be provided on the application form:

i. Type of Vehicle (coach, trailer, etc.)

ii. Vehicle Identification Number (VIN)

iii. License Plate Number

iv. Copy of Vehicle Registration

v. Proof of ownership or written authorization from the registered owner

vi. Evidence of Active Motor Vehicle Insurance

vii. San Joaquin County Health Permit for Mobile Food Facility

(3) Fees may be adopted in the Master Fee Schedule for the application and for its renewal.

(4) A Mobile Food Vendor License is required for each Mobile Food Vendor Vehicle.

(5) A Mobile Food Vendor License is not transferable.

(6) A Mobile Food Vendor License shall be valid for 365 days and is eligible for annual renewal. If the Mobile Food Vendor License is not renewed prior to expiration, it shall be deemed expired, and a new application shall be required.

(7) Compliance with all Operational and Site Standards shall be a required condition of any Mobile Food Vendor License.

(8) The City Council may adopt by resolution a maximum number of Mobile Food Vendor Licenses to be issued in total or annually.

(9) Applications for a Mobile Food Vendor License shall be reviewed and issued by the Director of Community and Economic Development, or designee.

(10) A Mobile Food Vendor License may be revoked by the approving authority.

(d) Operational Standards

(1) The Mobile Food Vendor shall maintain the following documents, or copies thereof, in the Mobile Food Vendor Vehicle and present them to City staff upon request:

i. Mobile Food Vendor License

ii. San Joaquin County Health Permit for Mobile Food Facility

iii. City of Tracy Business License

iv. Evidence of Active Motor Vehicle Insurance

v. Written evidence of permission from the owner of the property where the Mobile Food Vendor is operating, including name and contact telephone number.

(2) The Mobile Food Vendor may only sell food and/or beverages. Promotional items, such as stickers, t-shirts, etc. may also be sold.

(3) At least one licensed driver capable of driving the vehicle shall be present at the Mobile Food Vendor Site at all times.

(4) Mobile Food Vendors may operate continuously on any single site for a maximum of 18 hours each calendar day. At the end of each operational period, the Mobile Food Vendor Vehicle and any table, garbage can, or other possession shall be removed from the site. Any subsequent location during the remainder of the calendar day shall be at least 500 feet away.

(5) No more than two (2) Mobile Food Vendors may concurrently operate or be located at a single site unless separated by 500 feet. The concurrent use of a site by three (3) or more Mobile Food Vendors within 500 feet of each other constitutes a Mobile Food Vendor Court and is subject to those specific regulations.

(6) The Mobile Food Vendor may use a maximum of one portable table with chairs.

(7) The Mobile Food Vendor may use a maximum of one portable sign with a maximum area of 12 square feet per side.

(8) The portable sign must be located within twenty (20') feet of and on the same site as the Mobile Food Vendor Vehicle and shall not be in the public right-of-way.

(9) Each Mobile Food Vendor Site shall maintain receptacles for the collection of garbage, recycling, and organic waste, as required by State law and local regulations.

(10) ~~All food preparation and cooking shall occur within the Mobile Food Vendor Vehicle. The outside use of portable grills, barbecues, or similar devices is prohibited.~~

Outdoor portable gills, barbecues, or similar devices may be used, but not within 50' of a residential land use

(11) Internal combustion generators may not be used within 50' of a residential land use.

(e) Site Standards

(1) Mobile Food Vendor Sites shall contain adequate space and configuration to allow customers to safely access and park on the site.

i. A minimum of two customer parking spaces shall be provided at each site. These spaces may be shared but must be accessible to Mobile Food Vendor customers. Customer parking spaces are not required in the Central Business District (CBD) Zone.

ii. The Mobile Food Vendor Vehicle, including any exterior tables or accessories, shall not occupy more than 50% of the total parking of any parking lot.

(2) The Mobile Food Vendor may operate only on private property in the following zoning districts:

i. Community Shopping Center Zone (CS)

ii. General Highway Commercial Zone (GHC)

iii. Community Recreation Support Services (CRS)

iv. Central Business District (CBD)

v. Neighborhood Shopping Zone (NS)

vi. Medical Office Zone (MO)

vii. Professional Office Medical Zone (POM)

viii. Light Industrial Zone (M-1)

ix. Heavy Industrial Zone (M-2)

x. Highway Service Zone (HS)

xi. Northeast Industrial Specific Plan Area

xii. Industrial Areas Specific Plan Area

xiii. I-205 Corridor Specific Plan Area [commercial and industrial zones]

xiv. Tracy Hills Specific Plan [commercial and industrial zones]

xv. Ellis Specific Plan [commercial and industrial zones]

xvi. Cordes Ranch Specific Plan

(3) Mobile Food Vendors are prohibited from operating on City-owned property, including the public right-of-way and parks and recreation facilities, unless part of an authorized special event.

SECTION 3. CEQA Determination. The City Council finds and determines this Ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional

SECTION 5. Effective Date. This ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 6. Publication. The City Clerk is directed to publish this ordinance in a manner required by law.

SECTION 7. Codification. This Ordinance shall be codified in the Tracy Municipal Code.

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

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the ___ day of _____ 2025, and finally adopted on the_____ day of_____ _____, 2025, by the following vote:

AYES –
NOES –
ABSENT –
ABSTENTION –

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

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

Date of Attestation: _____

(4) The operational area of the Mobile Food Vendor Site must be paved with asphalt, concrete, or similar impervious surface.

(5) Mobile Food Vendors may only operate on a site with an existing primary commercial or industrial use. Vacant sites may not be used by Mobile Food Vendors.

(6) The Mobile Food Vendor Vehicle may not impede any driveway, drive aisle, pedestrian way, fire lane, path of egress, or trash enclosure.

(7) Lines and waiting areas shall be accommodated on the Mobile Food Vendor Site.

(f) Mobile Food Vendor Courts

(1) Permit Requirement: The operation or development of a Mobile Food Vendor Court requires the prior approval of a Development Review Permit, pursuant to Title 10, Chapter 10.08. Article 30.

(2) Mobile Food Vendor Courts are permitted in the Zoning Districts described in Section (e) with the issuance of a Development Review Permit.

(3) The following standards shall apply to all Mobile Food Vendor Courts:

i. All Mobile Food Vendor Vehicles shall have direct individual access to permanent sanitary sewer, water and electric utilities. The use of portable grey or black water tanks is prohibited.

ii. The use of an internal combustion generator within a Mobile Food Vendor Court is prohibited.

iii. The site shall conform to all applicable City commercial design guidelines and standards, including those for exterior lighting, landscaping, storm drainage, right-of-way improvement, and similar standards.

iv. Common refuse, recycling and composting collection facilities shall be provided through a trash enclosure.

v. A minimum of one on-site customer parking space shall be provided for each Mobile Food Vendor Vehicle. No customer parking spaces are required in the Central Business District (CBD).

(g) Short Term Mobile Food Vendor Courts: A mobile food vendor court operating for a period of no more than 180 continuous days at a single site.

(1) Short Term Mobile Food Vendor Courts may be established with a Temporary Use Permit, as governed by Tracy Municipal Code Section 10.08.4240, except as follows:

i. A Temporary Use Permit shall be valid for a maximum continuous period of 180 days in a single calendar year. The 180-day period may not be separated into smaller periods.

ii. Following the expiration of the Temporary Use Permit, the site shall not be occupied by another Short Term Mobile Food Vendor Court for a period of 180 days.

iii. The provisions of 10.08.3193(f)(3) shall not be required for Short Term Mobile Food Vendor Courts if the applicant demonstrates compliance with all local, State and federal regulations, including those addressing temporary utilities, access, air quality, water supply, and similar considerations.

NOTICE AND DIGEST

AN ORDINANCE 1) DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, PURSUANT TO CEQA GUIDELINES SECTION 15378 AND/OR 15061(B)(3), AND 2) AMENDING SECTIONS 10.08.3193 OF THE TRACY MUNICIPAL CODE, REGARDING MOBILE FOOD VENDORS.

The Ordinance amends Tracy Municipal Code Section 10.08.3193 to create a new regulatory program including, but not limited to, a licensing requirement and site and operational standards, for mobile food vendors in the City of Tracy.

Existing Tracy Municipal Code

10.08.3193 - Mobile Food Vendors.

(a) Purpose. The purpose of this section is to preserve the health and welfare of the City and its residents by establishing regulations pertaining to mobile food vendors while:

(1) Providing flexibility for owners of property in industrial zones to allow alternative, nearby eating opportunities for employees; and

(2) Avoiding unfair competition for permanent restaurants inside buildings which have significantly higher capital and operational costs than mobile food vendors.

(b) Definition. "Mobile Food Vendor" means any vehicle, as defined in Section 670 of the California Vehicle Code, which is equipped and used for retail sales of prepared, prepackaged, or unprepared food or foodstuffs of any kind that parks at one or more locations within the City. A mobile food vendor shall also include any trailer, wagon or cart equipped and used as described in this definition and pulled by a vehicle.

(c) Exemptions. The following are exempt from the requirements of this section, but must satisfy all other applicable permit requirements (for example, City business license, San Joaquin County Environmental Health Department permit, etc.): an event authorized by a City facility permit (TMC Ch. 4.16), special event permit (TMC Ch. 4.40), temporary use permit (TMC Ch. 10.08), or a peddler or vendor permit (TMC Sec 3.08.460).

(d) Regulations for mobile food vendors. Unless otherwise exempt, the following regulations shall apply to all mobile food vendors:

(1) All mobile food vendors shall obtain a valid business license from the City and applicable permit(s) from the San Joaquin County Environmental Health Department.

(2) All mobile food vendors shall comply with the California Vehicle Code.

(3) Mobile food vendors are allowed to operate only in industrial zones of the City (Light Industrial Zone, Heavy Industrial Zone, industrial Planned Unit Development zones, and industrial designations within City-approved specific plans).

(4) Mobile food vendors shall only operate on private property (outside of the public right-of-way or any other City-owned property), as an accessory use on a site where at least one business within a building is in operation, and shall have written authorization from the property owner upon which the mobile food vendor is operating. A mobile food vendor shall demonstrate written property owner authorization, as required above, to a City officer upon request.

(5) A mobile food vendor's operations and any related activity shall not occur within any required landscape area.

(6) A mobile food vendor's operation (not including set up and take down) shall be limited to three (3) hours at a single location in a 24-hour period. For the purposes of this section, a "single location" shall mean a different location within a 500-foot radius of the original location.

(7) No overnight parking or storage of vendor vehicles or apparatus shall be permitted.

(8) A mobile food vendor shall have adequate lighting to ensure reasonable visibility either on the vehicle or at the location of the vehicle during business hours.

(9) Mobile food vendors shall not operate in or impede any fire lane, no-parking zone, or accessible route as required by the California Building Code, including but not limited to impeding on- or off-site vehicle circulation or obstructing the view of pedestrians by motorists.

(10) At the conclusion of each day's operation, the mobile food vendor site shall be restored to its condition prior to vendor's operation, free of litter and debris, canopies, or other furniture or improvements.

(11) No amplified public address system, amplified music, or entertainment is allowed as part of a mobile food vendor operation.

(12) No signs associated with a mobile food vendor are allowed in the public right-of-way.

(Ord. No. 1245, § 1, 11-7-2017)

Mobile Food Vendors

City Council Public Hearing

June 3, 2025

Proposal

Repeal and replace

Tracy Municipal Code Section 10.08.3193

to create a new Mobile Food Vendor Program

TRACY
Think Inside the Triangle™

Current Regulations

- Adopted November 7, 2017
- Only in Industrial Zones
- Only on private property
- 3 hours at a single location

TRACY

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Current Regulations – Cordes Ranch

- Adopted July 6, 2021
- Apply only to Cordes Ranch Specific Plan area
- Only on private property
- 12 hours at a single location

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Background

- 10/18/2022 – Direction from City Council
- 02/14/2024 – Planning Commission discussion
  - Reviewed a Draft Ordinance
  - Recommended changes

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Background (cont.)

- 09/17/2024 – Public Workshop
- 01/21/2025 – City Council Meeting
  - Citywide Permit/License Program
  - More flexibility

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Background (cont.)

- 05/14/2025 – Planning Commission Meeting
  - Public Hearing
  - Recommended adoption of proposed ordinance with minor change regarding outdoor food preparation, barbecues, smokers, etc.

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Proposed Program

- Purpose
- Definitions
- License Requirements
- Operational Standards
- Site Standards
- Mobile Food Vendor Courts
- Short Term Mobile Food Vendor Courts

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Purpose

"to preserve the health and welfare of the City and its residents by establishing regulations pertaining to mobile food vendors".

TRACY
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Definitions

- Mobile Food Vendor
- Mobile Food Vendor Court
- Mobile Food Vendor License
- Mobile Food Vendor Site
- Mobile Food Vendor Vehicle
- Short Term Mobile Food Vendor Court

Easy to understand

Consistent use in ordinance

Plain language

TRACY
Think Inside the Triangle™

License Requirement

- A Mobile Food Vendor License:
  - Authorizes operation of a Mobile Food Vendor
  - Imposes Operational and Site Standards
  - Is valid for 365 days with annual renewal
  - Is not transferable
- A fee and a maximum number of licenses may be established (not currently proposed)

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Operational Standards

- License and other official documents available
- Food, beverages, and promotional items only
- 18 hours at a single location
- 2 Mobile Food Vendors per site
- 1 table with chairs and 1 portable sign

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Operational Standards (cont.)

- Trash/recycling/organics containers for customers
- Food preparation inside vehicle
- No generators within 50’ of a residential use

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Site Standards

- Safe access for customers
- May use up to 50% of parking lot; 2 customer spaces req'd
- Commercial or Industrial zones
- May not use: City property, parks, public right-of-way (streets), or vacant site.

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Mobile Food Vendor Courts

- Mobile Food Vendor Court = more than **two**
- Considered permanent / full improvements required
  - Water, sewer, electrical, storm water, etc.
  - Development Review Permit

TRACY
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Short Term Mobile Food Vendor Courts

- Short Term Mobile Food Vendor Court = more than **two**
- Up to 180 days in a calendar year; Must relocate to a new site
- Temporary utilities may be used with appropriate permits
- Temporary Use Permit required

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Planning Commission Recommendation

5/14/2025 – Planning Commission Meeting

- Recommended City Council adoption of ordinance with minor change:

1. Eliminate requirement that all food be prepared indoors.
2. Allow outdoor barbecues, smokers, grills, etc. if 50’ from residential use

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Planning Commission Recommendation (cont.)

- Currently, all land uses must be conducted indoors in most of the commercial zones.
  - Code Enforcement actively enforces
  - Restaurants, markets, etc. may not use outdoor grills, etc.
  - *Planning Commission was not fully aware of these conditions when recommendation was made.*
- Planning Commission recommendation would:
  - Conflict with Citywide standard
  - Complicate enforcement
  - Create competitive advantage

Planning Commission Recommendation (cont.)

Staff recommends that the City Council NOT accept the Planning Commission recommendation on the issue of outdoor smokers, barbecues, grills, etc.

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Recommendation

That the City Council:

1) Adopt an ordinance repealing and replacing Section 10.08.3193, creating a new mobile food vendor program; and

2) Determine that the amendment is exempt from the California Environmental Quality Act (CEQA)pursuant to the CEQA Guidelines Section 15061(b)(3).

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Questions?

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Mobile Food Vendors

City Council Public Hearing

June 3, 2025

June 3, 2025

Agenda Item 3.B

RECOMMENDATION

Staff recommends that the City Council conduct a Public Hearing Pursuant to Government Code Section 3502.3 to Receive a Report on City of Tracy Vacancies and Recruitment and Retention Efforts.

EXECUTIVE SUMMARY

Effective January 1, 2025, Assembly Bill ("AB") 2561, added Government Code section 3502.3 to the Meyers-Milias-Brown Act, the body of law that governs collective bargaining and labor relations at the local government level. The new law requires public agencies to hold a public hearing to present the status of job vacancies and recruitment and retention efforts, and to identify any necessary changes to policies, procedures, and recruitment activities that may resolve obstacles in the recruitment process prior to the adoption of the budget each fiscal year. This public hearing will ensure compliance with the new law. This is an informational item only. The City's plan to continue filling vacancies as needed is inherent in the proposed budget, coming separately for review and approval.

BACKGROUND AND LEGISLATIVE HISTORY

Assembly Bill (AB) 2561, enacted in 2024 and codified in Government Code section 3502.3, mandates that public agencies hold a public hearing prior to adopting the annual budget each fiscal year. The purpose of this hearing is to address the current status of job vacancies, review recruitment and retention efforts, and to identify any necessary changes to agency policies, procedures, and recruitment strategies that may help resolve challenges in hiring and retaining personnel.

In accordance with this requirement, the City of Tracy is presenting the current status of job vacancies and related recruitment activities. To support City Council Strategic Priorities, the City is committed to recruiting, developing, and retaining a high-performing and inclusive workforce. Recruitment efforts are ongoing with a continued focus on enhancing and refining the hiring process. Staff conducts regular assessments to ensure effective hiring strategies are appropriately implemented and that the City is achieving desired outcomes.

As of December 31, 2024, the City reported an overall vacancy rate of **6.98%** across all bargaining units. The detailed vacancy rates by bargaining unit were as follows:

Bargaining Unit	**Vacancy Rate** as *of 12/31/2024*
Confidential Employee Unit	4.17%
Department Head Unit	9.09%
Teamsters Local 439	4.33%
Tracy Mid-Managers Bargaining Unit (TMMBU)	19.51%
Tracy Police Officers Association (TPOA)	1.03%
Tracy Police Management Association (TPMA)	0%
Tracy Technical & Support Services Employees Association (TTSSEA)	9.41%
TOTAL OVERALL VACANCY RATE	**6.98%**

Through the dedicated and successful recruitment efforts of the Human Resources team, vacancy rates across the organization have decreased significantly. Their strategic approach to recruitment, outreach, and process improvements has strengthened our workforce and enhanced overall operational stability. As of May 1, 2025, the City's vacancy rate has decreased to **4.61%**, with **24 of 521** full-time positions currently vacant. Active recruitment efforts are currently underway for most of these positions, and the City anticipates a continued decline in vacancy levels by the close of the current fiscal year.

This public hearing fulfills the City's statutory obligation under AB 2561 to review its staffing status and evaluate necessary policy or procedural changes that may enhance recruitment and retention outcomes moving forward.

Bargaining Unit	**Vacancy Rate** *as of 5/1/2025*
Confidential Employee Unit (Unrepresented)	4.35%
Department Head Unit (Unrepresented)	22.22%
Teamsters Local 439	3.96%
Tracy Mid-Managers Bargaining Unit (TMMBU)	10.67%
Tracy Police Officers Association (TPOA)	2.08%
Tracy Police Management Association (TPMA)	0.00%
Tracy Technical & Support Services Employees Association (TTSSEA)	3.66%
TOTAL OVERALL VACANCY RATE	**4.61%**

ANALYSIS

Recruitment and Retention Efforts

Reduced Recruitment Timeline & Improved Candidate Experience: Human Resources expanded the use of NEOGOV, a cloud-based Human Capital Management (HCM) software platform, enhancing applicant experience through improved and timely communication, streamlining the application process and reducing the overall recruitment timeline to an average of 60 days from start to finish versus an average of 100 days for other government sector agencies.

Review of Job Classifications: Before opening a recruitment, Human Resources reviews the job classifications with the hiring manager(s) to ensure accuracy in job duties and requirements and partners with union representatives, if applicable, on proposed changes. Aligning job classifications with industry standards and the City's workforce needs helps recruit the right talent. This strategy has contributed to increasing the number of qualified applicants per recruitment.

Advertising on Job Boards and Social Media: The City advertises career opportunities through paid and free professional and industry-specific job boards, such as the American Public Works Association, American Planning Association, League of California Cities, Municipal Management Association of Northern California, etc. These strategic marketing outlets are effective in recruiting for specialized vacancies. In addition, Human Resources leverages the City's social media channels, such as LinkedIn, Facebook, and Instagram, for broader visibility. The recruitment outreach includes active participation in job fairs to connect with a diverse pool of candidates and promote employment opportunities across the organization.

New Hire and Employee Referral Program:
Sworn employees who refer an eligible Lateral Police Officer may receive an incentive of up to one thousand dollars ($1,000.00) for each newly hired and retained officer.
Established in November 2021, the Police Referral Incentive Program supports recruitment efforts by encouraging current employees to refer qualified candidates to fill vacancies within the City of Tracy's Police Department. This initiative helps attract top talent through trusted referrals and promotes greater community representation within the department. In calendar year 2024, the incentive was awarded for the successful hiring of three lateral police officers.

Competitive Wages and Benefits: The City offers a competitive wage and benefits package that serves as a key tool for both recruitment and retention. In 2023, the City successfully negotiated successor Memoranda of Understanding (MOUs) with its five bargaining units, reinforcing its commitment to fair and competitive compensation. In addition to salary and benefits, the City supports flexible work arrangements, allowing departments to implement alternative work schedules and hybrid telework options. These efforts enhance work-life balance, attract top talent, and help retain a skilled and committed workforce.

FISCAL IMPACT

There is no direct fiscal impact associated with conducting the public hearing required under Government Code section 3205.3.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically addresses the following goal:

Governance Strategy

Goal 5: Recruit, develop, and retain a high performing and inclusive workforce.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council receive an informational report regarding the City of Tracy Vacancies and Recruitment and Retention Efforts in compliance with Government Code section 3502.3.

Prepared by: Kimberly Murdaugh, Director of Human Resources

Reviewed by: Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo Sanchez, Assistant City Manager

June 3, 2025

Agenda Item 3.C

RECOMMENDATION

Appointing L. David Nefouse as the new City Attorney, effective July 14, 2025, and approving an at-will employment agreement between l. David Nefouse and the City of Tracy for a bi-weekly salary of $11,138.46

EXECUTIVE SUMMARY

This item is for the City Council to appoint L. David Nefouse as the new City Attorney for the City of Tracy and also approve an at-will employment agreement between Mr. Nefouse and the City of Tracy.

The recruiting firm of Peckham and McKenney was retained to conduct a recruitment and selection process for the City Attorney position. After an extensive search and recruitment effort, David Nefouse was selected as the preferred candidate from a pool of candidates to be Tracy's new City Attorney.

BACKGROUND AND LEGISLATIVE HISTORY

Currently Mr. Nefouse is serving as City Attorney for the City of Manteca. He has previously served as Deputy County Counsel for Alameda County, Assistant County Counsel for Santa Cruz County, and as Senior Litigation Associate for Wilson, Sonsini, Goodrich & Rosati PC in Palo Alto. Mr. Nefouse has nearly twenty years of experience providing legal counsel to government agencies in addition to experience in the private sector. He received his Juris Doctor from Duke University School of Law and holds a Bachelor of Arts in History and Political Science from Duke University.

ANALYSIS

The at-will employment agreement includes the terms and conditions proposed in the form of an agreement shown as Attachment A. The agreement specifies a bi-weekly salary of $11,138.46 along with certain employment benefits. Below are the key terms of the proposed agreement:

- Effective July 14, 2025, Mr. Nefouse shall serve as the City Attorney. However, either party may terminate the agreement earlier upon giving written notice to the other party.

- Mr. Nefouse shall receive a bi-weekly salary of $11,138.46 during the term of the Agreement and five percent (5%) of base salary paid into a deferred compensation account;

- Mr. Nefouse shall receive the same health, dental, vision, disability and life insurance benefits provided in the Department Head Compensation and Benefit Plan during the term of the Agreement.

- The City shall contribute to Mr. Nefouse's retirement in accordance with the appropriate California Public Employees' Retirement System (CalPERS) formula as required to CalPERS during the term of the Agreement.

- Accrue 96 hours of sick leave per year, prorated per pay period.

- Accrue Management Leave in accordance with the Department Heads Compensation and Benefit Plan.

- Accrue all leave and compensate for unused accrued vacation at the base rate of pay on the date of separation. Entitled to "buy back" vacation and Management Leave as permitted under the Department Heads Compensation and Benefits Plan.

- Receive the same monthly car allowance as provided in the Department Heads Compensation and Benefit Plan.

- Receive six (6) month severance unless he voluntarily resigns or retires or is terminated for cause as defined.

STRATEGIC PLAN

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

FISCAL IMPACT

There are sufficient budgeted funds to pay the salary and benefits for the City Attorney position.

RECOMMENDATION

Appointing L. David Nefouse as the new City Attorney, effective July 14, 2025, and approving an at-will employment agreement between l. David Nefouse and the City of Tracy for a bi-weekly salary of $11,138.46.

Prepared by: Kimberly Murdaugh, Director of Human Resources

Reviewed by: Sara Castro, Director of Finance
Arturo Sanchez, Assistant City Manager
Andrew Shen, Interim City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Employment Agreement for L. David Nefouse

Docusign Envelope ID: 3226FFA6-6C33-41BE-96EF-9B95E1B93B56

EMPLOYMENT AGREEMENT
BETWEEN
L. DAVID NEFOUSE AND THE CITY OF TRACY

This Agreement (hereinafter "Agreement") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and **L. DAVID NEFOUSE**, an individual ("EMPLOYEE"), both of whom agree as follows:

RECITALS:

A. The CITY Council has conducted an extensive recruitment process for the City Attorney position and has carefully evaluated EMPLOYEE's knowledge, experience, administrative skills and abilities and has decided to appoint EMPLOYEE to the position of City Attorney.

B. The City desires to secure and retain the services of EMPLOYEE and to provide inducement for EMPLOYEE to remain in employment, encourage productivity by assuring EMPLOYEE's morale and peace of mind with respect to future security, and act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE, while also providing a just means for terminating EMPLOYEE's services as needed.

C. The parties have entered into this Agreement in recognition of the benefits accruing to each party. This Agreement will ensure the retention of EMPLOYEE's services as City Attorney and the performance of those duties in a manner which serves the best interests of the CITY, subject to the direction of the City Council.

D. EMPLOYEE desires employment as the City Attorney of the City of Tracy.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth below, the parties agree as follows:

Section 1: Duties.

CITY agrees to employ **L. DAVID NEFOUSE** as City Attorney of CITY as of **July 14, 2025** as set forth in this Agreement, to perform the functions and duties of City Attorney, as set forth in Government Code Section 41801, et seq., and the Tracy Municipal Code.

Section 2: Term.

Except as otherwise expressly stated in this Agreement, the term of this Agreement shall be for an indefinite period of time. However, the EMPLOYEE serves at the will of City Council subject to the terms of Section 6 and 8 of this agreement and Chapter 2.10 of the Tracy Municipal Code, as amended. As provided in Section 6(A), EMPLOYEE may resign at any time from the EMPLOYEE's position with the CITY if EMPLOYEE provides the CITY with 30 days written notice in advance and, in which

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event, EMPLOYEE forgoes any right to severance pay under Section 8.

Section 3: Compensation and Benefits.

A. Base Salary. The CITY agrees to pay EMPLOYEE an annual base salary of $289,600, payable in accordance with a pre-determined schedule applicable to all CITY employees.

B. Cost of Living Adjustments. CITY agrees to increase the base salary automatically with any Cost of Living Adjustments provided to other employees covered by the most currently adopted Department Heads Compensation and Benefit Plan. Such increases shall automatically be reflected in the CITY's salary schedule.

C. Merit Increases in Compensation. CITY may increase the base salary and/or other benefits of EMPLOYEE in the amount and to the extent as the City Council may determine that it is desirable to do so on the basis of an annual performance evaluation and salary review.

D. Health, Disability and Life Insurance Benefits. Upon commencement of employment, EMPLOYEE is entitled to receive the same health, dental, vision, disability and life insurance benefits provided to other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

E. Car Allowance. EMPLOYEE is entitled to receive a car allowance of $500 per month, prorated per pay period.

F. Cell Phone Allowance. EMPLOYEE shall be entitled, at EMPLOYEE's option, to either a Cell Phone allowance of $660 per year, prorated and allocated per pay period, or use, for CITY business, of a CITY-owned Cellular Phone and to be paid for by the CITY.

G. Management Benefit Plan. EMPLOYEE is entitled to receive an annual Management Benefit allowance in the amount of $2,960 per calendar year to be used at EMPLOYEE's discretion for job related expenses or for professional development. The monies will be prorated and allocated per pay period and may be used for job-related expenses including computer hardware and software, professional development opportunities, and other miscellaneous job-related expenses.

H. Accrual and Use of Leave.

1. Vacation Credit and Accrual. EMPLOYEE shall accrue vacation leave in the same amount as provided to other employees covered by the most currently adopted Department Heads Compensation and

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Benefits Plan.

2. Sick Leave Credit and Accrual. EMPLOYEE shall accrue sick leave at the rate of 96 hours per year, prorated per pay period.

3. Management Leave. It is recognized that EMPLOYEE must devote a great deal of time outside the normal office hours to business of the CITY, and to that end, EMPLOYEE will be allowed to accrue and use Management Leave as contained in the most currently adopted Department Heads Compensation and Benefits Plan.

   Upon commencing employment, EMPLOYEE shall be credited with a prorated amount of 59.23 hours of management leave for the remainder of the 2025 calendar year.

4. Use of Leave. If EMPLOYEE's employment is terminated, either voluntarily or involuntarily, he shall be compensated for all unused accrued vacation leave at the rate of pay on the date of separation. During employment, EMPLOYEE shall be entitled to "buy back" vacation and Management Leave in the same manner as permitted for other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

I. Deferred Compensation. CITY shall contribute 5% of EMPLOYEE's base salary to EMPLOYEE's 401a deferred compensation plan.

J. CalPERS (California Public Employees' Retirement System). EMPLOYEE shall pay the full employee contribution share under the applicable CalPERS formula, as provided in the most currently adopted Department Heads Compensation and Benefits Plan.

Section 4: Performance Evaluation.

It is mutually agreed that the adopted operating budget for each fiscal year generally contains the goals and objectives developed by the CITY. Within 90 days of the date of this Agreement, or at some other mutually agreeable time, EMPLOYEE and the City Council (or an ad hoc committee of the City Council) will meet to discuss and establish performance goals for EMPLOYEE. A facilitator selected by EMPLOYEE and agreeable to the City Council may facilitate the discussion. The fees for the facilitator shall be paid by the CITY. Thereafter, the City Council and EMPLOYEE shall meet on at least an annual basis to evaluate EMPLOYEE's performance. The City Council shall provide EMPLOYEE with a written performance evaluation in such format as the City Council may determine. If the City Council concludes EMPLOYEE'S job performance warrants a salary increase for merit, the City Council may grant a merit adjustment in

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an amount determined by the City Council, to be effective on a date determined by the City Council. Such merit adjustments may be granted on one or more occasions during the term of this Agreement.

Section 5: General Business Expenses. CITY agrees to budget for and to pay for professional dues and subscriptions of EMPLOYEE for continuing and full participation in national, regional, state and local associations, conferences, and organizations necessary and desirable for EMPLOYEE's continued professional participation, growth, and advancement, and for the good of the CITY. City Council shall review EMPLOYEE's requests for membership, professional development, and attendant travel thereto during the normal budget review process, and the CITY shall not unreasonably deny such requests. CITY agrees to pay all bar fees, continuing legal education fees and costs associated with maintaining the California law license of EMPLOYEE in good standing.

Section 6: Separation of Employment.

A. EMPLOYEE may voluntarily separate from CITY service by delivering a letter of resignation to the City Council not less than 30 days prior to the effective date of the resignation. This agreement to provide a 30-day notice of resignation is an additional consideration for various benefits provided herein to EMPLOYEE.

B. EMPLOYEE serves at the pleasure of City Council, and may be terminated at any time without cause, with or without prior notice, subject to the severance pay provision set forth in Section 8. EMPLOYEE acknowledges and agrees that as City Attorney, EMPLOYEE serves in an at-will capacity, with no expectation of continued employment, and CITY has made no implied or express oral or written assurances regarding length of employment as City Attorney. EMPLOYEE understands and agrees that he is exempt from any pre- or post-separation due process rights (such as Skelly rights, etc.), and/or appeal, dispute resolution or grievance rights which exist under EMPLOYER'S personnel rules.

C. The City Council may terminate this Agreement upon the occurrence of any of the following events or circumstances:

(i) the death of EMPLOYEE;
(ii) the loss by EMPLOYEE of legal capacity;
(iii) conviction of a felony;
(iv) the breach of a material duty by the EMPLOYEE;
(v) repeated unexcused absences from the City Attorney's office and duties;
(vi) conviction of an illegal act involving personal gain to EMPLOYEE;

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(vii) EMPLOYEE's disbarment or suspension by the State Bar of California or

(viii) EMPLOYEE no longer has an active license to practice law from the State Bar of California.

D. In the event of the termination of this Agreement for one of the causes enumerated in Section 6(C), EMPLOYEE is entitled to the compensation earned by EMPLOYEE before the date of termination as provided for in this Agreement computed pro rata up to and including that date; EMPLOYEE shall be entitled to no further compensation after the date of termination.

Section 7: Reimbursement to CITY; Compliance with AB 1344.

In accordance with Government Code sections 53243, 53243.1 and 53243.2:

A. If EMPLOYEE is placed on paid administrative leave pending an investigation, EMPLOYEE shall reimburse the pay to CITY if EMPLOYEE is subsequently convicted of a crime involving the abuse of his office or position; and

B. If this Agreement is terminated, any cash settlement related to the termination that EMPLOYEE may receive from CITY must be fully reimbursed to CITY if EMPLOYEE is subsequently convicted of a crime involving an abuse of EMPLOYEE'S office or position.

In addition, pursuant to Government Code Section 3511.2, and notwithstanding any other provisions of this Agreement, CITY is prohibited through this Agreement or any amendment thereto or in any other way to provide an automatic renewal of this Agreement that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits established by Section 3511.2. Government Code Section 3511.2 is hereby incorporated into this Agreement.

Section 8: Severance.

If EMPLOYEE is terminated by the City Council for reasons other than those enumerated in Section 6(C) above, EMPLOYEE is entitled to six (6) months of severance pay.

For the purpose of this Agreement, "severance pay" shall include base salary, CITY'S contribution toward health benefit premiums, CITY-paid life insurance premium, and CITY's CALPERS retirement contributions subject to the limitations in Government Code Sections 53260 and 53261. The severance pay shall be paid in a lump sum payment to EMPLOYEE by the CITY within fifteen

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working days after the effective date of EMPLOYEE's termination or as agreed to by CITY and EMPLOYEE. As a prerequisite for CITY paying severance pay under this Section 8, EMPLOYEE shall sign and deliver to CITY a general release agreement in the form attached hereto as Exhibit A and approved by CITY.

Section 9: General Provisions.

A. Indemnification. CITY shall defend, hold harmless, and indemnify EMPLOYEE against any tort, professional liability claim, or demand or other legal or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as City Attorney; provided that such indemnity shall not extend to EMPLOYEE's willful wrongdoing or willful misconduct. The CITY in its sole discretion may compromise and settle any such claim or suit. It is expressly understood that the CITY is not responsible for any award of punitive damages.

Notwithstanding the foregoing, the CITY may, but shall not be required to, indemnify and/or defend EMPLOYEE under the circumstances described and conditions set forth in Government Code Sections 995.2, 995.4, 995.6, 995.8, and 995.9. Additionally, notwithstanding the foregoing, this Agreement shall not be deemed or construed to constitute a waiver of the rights the City possesses under Government Code Sections 818 and 825.

B. Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under Title 2 of the Tracy Municipal Code.

C. Notices. Notices under this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY OF TRACY - EMPLOYER:

City Council of the City of Tracy
Attention: Mayor
333 Civic Center Plaza
Tracy, CA 95376

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

L. David Nefouse - EMPLOYEE:

L. David Nefouse
(address on file with City Clerk)

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Alternatively, notices required under this Agreement, may be personally served in the same manner as is applicable to civil litigation.

D. Entire Agreement. This Agreement sets forth and establishes the entire understanding between the CITY and EMPLOYEE relating to the employment of EMPLOYEE by the CITY. Any prior discussions or representations by or between the parties are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

E. Controlling Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in San Joaquin County.

F. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. The amendments shall be incorporated and made a part of this Agreement.

G. Heirs. This Agreement is binding upon and inures to the benefit of the heirs at law and executors of EMPLOYEE. If the EMPLOYEE dies prior to the expiration of the term of employment, any monies that may be due EMPLOYEE from CITY under this Agreement as of the date of EMPLOYEE'S death shall be paid to his executors, administrators, heirs, personal representatives, successors, and assigns.

H. Severability. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected but shall remain in effect.

I. Written Materials. All written, printed, and electronic materials used by EMPLOYEE in performing duties for CITY are and shall remain the property of CITY. Upon termination of employment, EMPLOYEE shall return such material to CITY.

J. Waiver. The parties shall not be deemed to have waived any of their respective rights under this Agreement unless the waiver is in writing and signed by such waiving party.

K. Effective Date. This Agreement shall become effective upon execution by both parties, provided however, that EMPLOYEE's first day of employment shall be July 14, 2025.

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CITY OF TRACY (EMPLOYER)

Dan Arriola, Mayor

Dated: _____

L. DAVID NEFOUSE (EMPLOYEE)

DocuSigned by:
David Nefouse
0BF070647BAE434...

L. David Nefouse

Dated: 5/29/2025 | 2:29 PM PDT

ATTEST:

_____

April Quintanilla, City Clerk

Dated: _____

APPROVED AS TO FORM:

_____

Andrew Shen, Interim City Attorney

Dated: _____

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025 -_____

APPOINTING L. DAVID NEFOUSE AS THE NEW CITY ATTORNEY, EFFECTIVE JULY 14, 2025, AND APPROVING AN AT-WILL EMPLOYMENT AGREEMENT BETWEEN L. DAVID NEFOUSE AND THE CITY OF TRACY FOR A BI-WEEKLY SALARY OF $11,138.46

WHEREAS, the City of Tracy engaged the executive recruitment firm Peckham & McKinney to conduct an extensive recruitment and selection process to fill the position of City Attorney; and

WHEREAS, the City Council has thoroughly evaluated the qualifications, experience, and administrative capabilities of L. David Nefouse and has determined that he is well suited to serve as City Attorney; and

WHEREAS, L. David Nefouse and the City of Tracy desire to enter into an at-will Employment Agreement that outlines the terms and conditions of his employment, including duties, responsibilities, salary, and benefits.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tracy as follows:

1. The City Council hereby appoints L. David Nefouse as City Attorney for the City of Tracy, effective July 14, 2025.

2. The City Council approves the at-will Employment Agreement between L. David Nefouse and the City of Tracy, as attached to this agenda item.

3. The City Council authorizes the Mayor to execute said Employment Agreement on behalf of the City.

* *

The foregoing Resolution 2025 - _____ was adopted by the Tracy City Council on the 3rd day of June 2025 by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:

_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 3, 2025

Agenda Item 3.D

RECOMMENDATION

The Tracy Finance Committee recommends that the City Council discusses recommended amendments to the City's Fiscal Sustainability Strategies.

EXECUTIVE SUMMARY

The City utilizes a set of fiscal sustainability strategies aimed to reduce future liabilities and fund deferred maintenance. At the March 10, 2025, Finance Committee (Committee) meeting, the Committee requested staff return with possible options for future amendments to the fiscal sustainability strategies for discussion and recommendation to Council for adoption with the Fiscal Year (FY) 2025-2026 budget. On April 29, 2025, staff discussed the strategies with the Committee and based upon feedback at that meeting, staff presented options for amending the strategies on May 27, 2025, including the creation of two new categories.

BACKGROUND AND LEGISLATIVE HISTORY

On May 19, 2020, the City Council adopted Resolution 2020-067, which formed a Council Fiscal Sustainability Ad-Hoc Committee to guide the development of a long-term strategic plan to ensure the City could meet the growing service needs of the community. Initially, the Committee's scope was to provide policy guidance as it related to the development of a multi-year fiscal sustainability plan to address the structural deficit and impacts associated with COVID-19.

On March 9, 2021, the Ad Hoc Committee made a recommendation to the City Council to adopt a set of guiding budget principles and sustainability strategies to ease the impact of the structural deficit. Adopted by Resolution 2021-23, the initial Fiscal Sustainability Strategies provided recommendations for revenue enhancements, expenditure controls, service delivery alternatives, and service level reductions.

Shortly after the adoption of the FY 2021-2022 operating and capital budget, the City received notification from the California Department of Tax and Franchise Administration (CDTFA) of a change in tax reporting related to e-commerce sales that positively impacted the City's sales tax revenues. The reporting change shifted the tax allocation from a statewide allocation through the County sales tax pool where the tax was distributed pro-rate throughout the State to a direct sales tax allocation based upon the businesses' point-of-sale or fulfillment of the sale. The change resulted in the elimination of the structural deficit and creation of a surplus.

These changes prompted the Ad Hoc Committee to discuss changes to the fiscal sustainability strategies. Recognizing the instability of the new sales tax allocation, goals of the committee were to create strategies to minimize the financial impacts should a loss of revenue occur.

On December 7, 2021, the Ad-Hoc Committee presented the framework of the updated strategies and during the June 2022 budget adoption, Council adopted by Resolution 2022-086, the strategies as we know them now, reflecting Council's desire to expand City services while strengthening the City's fiscal resiliency. The strategies have been considered annually, based

as a percentage of general fund revenues, less Measure V sales tax and transfers in. The one-time nature of the strategies not only allows the City to pay down future liabilities, but also allows the City to easily pivot when a drop in sales tax revenues occurs. Committing funding with today's dollars for deferred capital will allow for deferred maintenance of streets and parks even after a drop in sales tax occurs. The chart below outlines the amount funded by the fiscal sustainability strategies by fiscal year, to date.

City Council's Fiscal Sustainability Strategies					
	% of GF Revenues*	Actual FY23	Actual FY24	Budgeted FY25	Total To-Date
CalPERS Liability	2%	$2M	$2.5M	$0	$4.5M
Retiree Medical Program	2%	$2M	$2.5M	$0	$4.5M
Deferred Mtc - Streets	3%	$3M	$3.8M	$4.2M	$11M
Deferred Mtc - Parks	2%	$2M	$2.5M	$2.5M	$7.0M
City Services-Programs	3%	$3M	$3.7M	$2.4M	$9.1M
Total	**12%**	**$12M**	**$14.9M**	**$9.1M**	**$36.1M**

*Revenues defined as total General Fund revenues less Measure V Sales Tax and Transfers In

CalPERS Liability
The California Public Employees' Retirement System (CalPERS) is the pension system responsible for proving retirement benefits for City employees. CalPERS pension liabilities represent a long-term financial commitment, and the funding status of these liabilities is subject to factors such as investment returns, actuarial assumptions, and the timing of contributions. Traditionally, the City has made annual contributions based on the actuarially determined employer contribution rate set by CalPERS. The City's current required annual contribution is $11.3M and the City is 72% funded. The total unfunded PERS liability is $135.2M. To date, the City has invested $4.5M to reducing its CalPERS liability through payments to a PERS 115 trust. By continuing to contribute to the PERS 115 trust, the City is able to reduce the overall liability.

Retiree Medical Program
The City offers retiree health benefits as part of its compensation package. As of recent years, the City's unfunded liability for retiree health benefits has grown to become a significant financial burden. With a lack of a formal funding mechanism for these post-retirement benefits has led to concern about future fiscal impacts of the program. Through the fiscal sustainability strategies, $4.5M has been funded to establish a formal retiree health savings account model, converting sick leave balances to individual savings accounts to address the unfunded liability and bring long-term sustainability to the retiree health benefit program. To date, the Confidential Employees unit and Department Heads have converted to the retiree health savings account model at a cost of $673,509. The five represented bargaining groups have not yet reached an agreement.

Deferred Maintenance - Streets
At the time of the last Pavement Management Program update in October 2022, the City's pavement condition index was 64. The City's administrative policy is to achieve a minimum PCI of 69. In an effort to improve road conditions and reduce the backlog of deferred maintenance,

funding from the fiscal sustainability strategies has been allocated to annual capital improvement projects for road rehabilitation. To date, the City has funded an additional $11M through the fiscal sustainability strategies and $3.7M in work has been completed, due to the time it takes to engineer and complete coordination with Cal Trans and Union Pacific Railroad (when applicable). The unused funds remain in a Capital project for future use. In addition to the fiscal sustainability funding, the City also receives capital road maintenance and repair funds through state gas tax and SB1 programs. Funding allocated to the pavement management program typically takes two and a half years from the time of allocation to completion of the project. Because of this, funds allocated to FY 2025-2026 may allow for continued funding of road repairs even into the period that City revenues are expected to decline.

The chart below outlines the approved capital projects with the amount of funds from fiscal sustainability strategies by fiscal year.

Project Number	Project Name	Budget	LTD Expenses	Balance
73178	FY21 Street Patch & Overlay	$715,000	$715,000	$0
73192	Reconstruction Bessie Ave	$3,500,000	$2,959,464	$422,941
73196	Pavement Mgmt. Plan FY24	$2,985,000	$1,345	$2,983,655
73199	Pavement Mgmt. Plan FY25	$3,800,000	$0	$3,800,000
TOTAL		**$11,000,000**	**$3,675,809**	**$7,206,596**

Deferred Maintenance – Parks
Parks are essential components of our community's quality of life. Due to the previous structural deficit, maintenance and repair projects in parks have been delayed, leading to a backlog of deferred maintenance needs. To date, Council's fiscal sustainability strategies have contributed $7M to deferred parks maintenance. These funds have been allocated to the renovation of El Pescadero park in tandem with the construction of the Multi-Generational Recreational Center (MGRC).

City Services and Programs
The City has invested $9.1M in City programs and services over the last three fiscal years. These funds have resulted in the addition of 71 positions citywide to address the needs of Tracy's growing community.

Currently, the fiscal sustainability strategies are forecasted through Fiscal Year 2027-2028. The City is tracking possible changes in legislature related to the allocation of sales tax as it relates to e-commerce, which are projected to occur in Fiscal Year 2028-2029 and will result in a reduction of sales tax revenues to the City. Staff continues to monitor the possible changes and timelines and will provide updates to the Finance Committee and Council as updates are available.

The strategies were built with the understanding that funds allocated annually to deferred maintenance would not necessarily be expended in the fiscal year allocated and would instead provide funding for up to five fiscal years after a drop in sales tax occurs and the strategies stop being funded.

During the March 10, 2025 Finance Committee meeting, a request was made for staff to evaluate possible modifications to the fiscal sustainability strategies to allow for maximization of one-time dollars over the next three years to continue funding deferred maintenance and retirement liabilities.

ANALYSIS

Over the last three fiscal years, the City has used the fiscal sustainability strategies to fund $36M in deferred maintenance, City programs, and services and prepayment of retiree liabilities.

Depicted in the chart below is the forecast of the fiscal sustainability strategies for the FY 2025-2026 budget, at the current rates.

Forecast of FY2025-26 Fiscal Sustainability Strategies at Current Rates

	Estimated % of Revenues	FY25/26
General Fund Revenues*		$148,231
CalPERS Pre-funding	2%	$2.9M
Retiree Medical Pre-funding	2%	$2.9M
Road Improvements - Deferred Mtc.	3%	$4.4M
Parks - Deferred Mtc.	2%	$2.9M
City Services and Program Increase	3%	$4.4M
Total	12%	$17.5M

*Revenues defined as total General Fund revenues less Measure-V Sales Tax and Transfers In

At the April Finance Committee meeting, staff reviewed the existing strategies along with the long-term needs and liabilities of the City and discussed key considerations for changes to the strategies.

The committee supported moving the strategies to a flat rate and the addition of two new categories, Public Safety Facilities and Deferred Building Maintenance, as defined below.

- Public Safety Facilities – As the City grows, the need to build additional public safety facilities, such as a police substation and fire stations had increased. By allocating funds while cash is available, the City can begin to create a funding plan for these vital amenities. Early estimates of cost for the facilities are $15M for a police substation and $10M for each fire station. Prioritization and a funding plan for the public safety facilities would return as a separate discussion item after budget adoption.

- Deferred Building Maintenance – The City currently funds building maintenance on a pay-as-you-go basis. By establishing a capital reserve for building maintenance, the City can set aside funds for larger repairs such as a roof or HVAC replacement without expending a large amount of funds in one fiscal year.

On May 27, 2025, staff returned with a draft of the strategies amended to include the new categories, with the amounts adjusted to a flat rate that allows for maximization of contribution to public safety facilities. At this meeting, the Committee recommended the draft strategies move forward for the City Council's review, and that any additional funds that become available throughout the fiscal year be prioritized towards additional funding for deferred maintenance of roads and parks.

The chart below depicts the draft of updated strategies the Committee recommends for the Council's review. The column on the right depicts the draft updated amounts at a flat rate. The column on the left depicts the percentage and amounts as the existing strategies are stated. The draft includes the two new categories for Public Safety Facilities and Deferred Building Maintenance. It does not fund the retiree medical pre-funding line item, as there are funds that were previously allocated and still available for that program. The draft keeps the overall amount allocated in FY 2025-2026 the same amount from the City's General Fund but prioritizes contributing to Public Safety Facilities by allocating $11M.

Funding for Public Safety facilities is funded through Development Impact Fees (DIF). DIFs are one-time fees that are applied to new development or re-development projects to fund the mitigation of the new developments' impact on City infrastructure. Impact fees pay for capital costs and cannot be used to fund existing deficiencies. In 2024, the City adopted the Citywide Public Safety Master Plan, which identifies the public safety infrastructure needed. In order to fund the public safety facilities identified in the Master Plan, it is necessary to update the DIFs through a Nexus Study, which allows the City to establish and collect the fees associated with building the new public safety facilities. If direction is given to use General Fund dollars to facilitate the construction of the public safety facilities ahead of collecting enough DIFs to cover the cost of the project, the General Fund dollars would be issued as a loan to the DIF fund to be repaid over time as the fees are collected.

Draft Fiscal Sustainability Strategies for FY2025-26

On-Going Revenue	% of Revenues	Existing Amounts FY25/26	Draft Update FY25/26
General Fund Revenues*		$148,231	$148,231
CalPERS Pre-funding	2%	$2.9M	$0.5M
Retiree Medical Pre-funding	2%	$2.9M	$0
Road Improvements - Deferred Mtc.	3%	$4.4M	$2.5M
Building Maintenance - Deferred			$0.5M
Public Safety Facilities			$11.0M
Parks - Deferred Mtc.	2%	$2.9M	$1.0M
City Services and Program Increase	3%	$4.4M	$2.0M
Total	**12%**	**$17.5M**	**$17.5M**

The strategies are forecasted to remain in place for the next three fiscal years, through FY 2027-2028. By prioritizing funding for Public Safety facilities, the City could accumulate over $30M towards these facilities in the three-year time period.

Direction from the City Council on the fiscal sustainability strategies will be incorporated into the proposed budget presented to the City Council for adoption on June 17, 2025. This direction included returning to the Finance Committee to discuss allocation of potential Uncommitted Fund Balances to the areas of streets and park maintenance.

FISCAL IMPACT

The current allocation of fiscal sustainability strategies is forecasted to total $17.5M in the proposed FY 2025-2026 budget. Changes to the strategies that increase the overall amount will be balanced with requests for augmentations to operating and capital budgets.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategic Priority, with Goal 2: Ensure short and long-term fiscal health.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Finance Committee recommends that the City Council discusses recommended amendments to the City's Fiscal Sustainability Strategies.

Submitted by: Sara Castro, Director of Finance

Reviewed by: Karin Schnaider, Assistant City Manager
Andrew Shen, Interim City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Fiscal Sustainability Strategies Powerpoint

Attachment A

FISCAL SUSTAINABILTY STRATEGIES

City Council
June 3, 2025

History

- May 19, 2020, Council Fiscal Sustainability Ad-hoc committee established.
- March 9, 2021, Council adopted guiding budget principles and sustainability strategies to address structural deficit.
- June 2021, change in sales tax reporting related to e-commerce.
- December 7, 2021, Ad-hoc committee presented framework of updated fiscal sustainability strategies.
- March 22, 2022, Council approves strategies
- July 1, 2022, strategies implemented with FY 2022-23 budget.

Current Framework

City Council's Fiscal Sustainability Strategies	% of GF Revenues*	Actual FY23	Actual FY24	Budgeted FY25	Total To-Date
CalPERS Liability	2%	$2M	$2.5M	$0	$4.5M
Retiree Medical Program	2%	$2M	$2.5M	$0	$4.5M
Deferred Mtc - Streets	3%	$3M	$3.8M	$4.2M	$11M
Deferred Mtc - Parks	2%	$2M	$2.5M	$2.5M	$7.0M
City Services-Programs	3%	$3M	$3.7M	$2.4M	$9.1M
Total	**12%**	**$12M**	**$14.9M**	**$9.1M**	**$36.1M**

*Revenues defined as total General Fund revenues less Measure V Sales Tax and Transfers In



CalPERS Liability

CalPERS pension system

- Annual required Employer Contribution is $11.3 million
- $135.2 million total liability
- 72% funded

Fiscal sustainability Funds

- $4.5 million contributed to date
- Paid to a PERS 115 Trust
- Earn Interest
- Goal of reducing overall liability

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Retiree Medical Program

- Retiree health benefits included in employee compensation package.
- Creates unfunded liability due to lack of formal funding mechanism.

Fiscal Sustainability Funds

- $4.5 million funded
- Retiree health savings account created
- $673,509 used to date
  - Department Heads
  - Confidential Unit
- 5 remaining labor groups have not yet reached an agreement

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Deferred Maintenance - Streets

Funds used to improve road conditions and reduce the backlog of deferred maintenance.

Current pavement condition index: 64

On average projects take 2.5 years from time of funding appropriation to completion

- Requires coordination with other agencies
  - Caltrans & UPRR

Fiscal Sustainability Funds

Project Number	Project Name	Budget*	LTD Expenses	Balance
73178	FY21 Street Patch & Overlay	$715,000	$715,000	$0
73192	Reconstruction Bessie Ave	$3,500,000	$2,959,464	$422,941
73196	Pavement Mgmt. Plan FY24	$2,985,000	$1,345	$2,983,655
73199	Pavement Mgmt. Plan FY25	$3,800,000	$0	$3,800,000
TOTAL		**$11,000,000**	**$3,675,809**	**$7,206,596**

*General fund fiscal sustainability budget. Street repair funding also comes from Gas Tax and SB1

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Deferred Maintenance – Parks

$7M invested to-date

Used towards renovation of El Pescadero park in tandem with construction of MGRC.

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City Programs & Services

$9 million invested to-date

- 71 positions added Citywide to address the needs of Tracy's growing community

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FY 2025-26 Forecast

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May 2025
Finance Committee Meeting

Direction from Committee:

- Creation of two new categories
  - Public Safety Facilities
  - Deferred Building Maintenance

- Flat rates instead of a percentage of revenues
- Remove funding for Retiree Medical pre-funding
- Prioritize any additional funding to deferred maintenance of roads and parks

Public Safety Facilities

- Police Substation
- Fire Stations

- Funding for these facilities comes from Development Impact Fees (DIF)
- DIF applied to new development to pay for the new development's impact on City infrastructure.
- General Fund loan would be issued to fund construction of the facilities. Fees would repay the General Fund over time as they are collected

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Draft – Updated Strategies

On-Going Revenue	% of Revenues	Existing Amounts FY25/26	Draft Update FY25/26
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Discussion

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