TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, June 17, 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 2550 082 8330** 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 25500828330#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: June 12, 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: June 12, 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. Update from Assemblymember Rhodesia Ransom's Office

ORDER OF BUSINESS

1. CONSENT CALENDAR

1.A. Adoption of Minutes of the June 3, 2025, Regular Meeting; June 3, 2025, Special Meetings; and June 8, 2025, Special Meeting.

1.A - 06-03-2025 - Special Meeting Minutes.pdf
1.A - 06-03-2025 Regular Meeting Minutes.pdf
1.A - 06-03-2025 Closed Session Meeting Minutes.pdf
1.A - 06-08-2025 Special Meeting Minutes.pdf

1.B. Staff Recommends that the Tracy City Council receive an informational report regarding the Police Department's update on crime statistics of homicide, rape, robbery, and aggravated assaults.

1.B - Staff Report - 2025 1st Quarter Crime Stats.pdf

1.C. Staff recommends that the City Council adopt a Resolution approving Amendment No. 1 to the On-Call Professional Services Agreement with RJR Engineering and Consulting, Inc. (Amendment) for entitlement, land development, and plan checking engineering services for Development projects to extend the agreement through June 30, 2028, for a not-to-exceed amount of $2,000,000 per calendar year.

1.C - Staff Report - Amendment No.1 to MPSA with RJR.pdf
1.C - Resolution - Amendment No.1 to MPSA with RJR.pdf

1.D. Staff recommends that the City Council adopt a Resolution approving Amendment 2 to the Memorandum of Understanding between the City of Tracy and the West Side Pioneers Association.

1.D - Staff Report - West Side Pioneer Association.pdf
1.D - Resolution - West Side Pioneer Association.pdf

1.E. Staff recommends that the City Council adopt a resolution approving:

A) Amendment No.2 to the Professional Service Agreement with Ruggeri-Jensen-Azar Inc., for additional design services to address construction phases of the Corral Hollow Road Widening from Parkside Drive to Linne Road Project, Capital Improvement Project 73144, increasing the compensation by $315,000 for a total revised contract not-to-exceed amount of $1,534,500.

B) Amendment No.1 to the Professional Service Agreement with Ruggeri-Jensen-Azar Inc., for additional design services to address construction phasing and Federal Aviation Administration concerns of the Corral Hollow Road Widening from Linne Road to California Aqueduct Project, Capital Improvement Project 73161, increasing the compensation by $832,000 for a total revised contract not-to-exceed amount of $2,527,000.

1.E - Staff Report - RJA Amendments 1 and 2.pdf
1.E - Resolution - RJA Amendment 1.pdf
1.E - Resolution - RJA Amendment 2.pdf

1.F. Staff recommends that the City Council adopt a resolution (1) accepting the construction improvements for the Bessie Avenue Reconstruction Project, Capital Improvement Projects 73192, 74166 and 75164, constructed by Tracy Grading and Paving, Inc. as complete, (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, (3) authorizing the City Engineer to release the Improvement Security and Retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080, (4) authorizing the transfer in the amount of $465,355 from General Fund Projects (F301) CIP 73192 to the Annual Pavement Rehabilitation Project CIP 73193, (5) authorizing the transfer in the amount of $354,774 from ARPA (F252) CIP 74166 to the Temporary Emergency Housing Facility 71112, (6) authorizing the transfer in the amount of $316,263 from ARPA (F252) CIP 75164 to Temporary Emergency Housing Facility CIP 71112, and (7) authorizing the Finance Department to the close the Projects.

1.F - Staff Report - CIP-73192 CIP-74166 and CIP-75164 Bessie Ave Reconstruction.pdf
1.F - Resolution - CIP-73192 CIP-74166 and CIP-75164 Bessie Ave Reconstruction.pdf

1.G. Staff recommends that City Council adopt resolutions approving execution of four (4) separate Master Professional Services Agreements to provide On-Call Professional Support Services for Supervised Control and Data Acquisition (SCADA)/Programmable Logic Controller (PLC) consultancy related to the City of Tracy Water and/or Wastewater Treatment Plants and remote facilities for the following:

1. SKM Engineering, LLC. with a term of three (3) years and three (3) months, retroactively to March 1, 2025, with an annual not-to-exceed amount of $150,000 for Water and $50,000 for Wastewater, and an administrative option to extend the terms to an additional two (2) years, at the same annual not-to-exceed amounts, with satisfactory performance.

2. Tesco Controls, LLC. with a term of three (3) years with an annual not-to-exceed amount of $50,000 for Water and $50,000 for Wastewater; and an administrative option to extend the terms to an additional two (2) years, at the same annual not-to-exceed amounts, with satisfactory performance.

3. Telstar Instruments with a term of three (3) years, an annual not-to-exceed amount of $100,000 for Wastewater, and an administrative option to extend the

terms to an additional two (2) years, at the same annual not-to-exceed amounts, with satisfactory performance.

4. Tetra Tech, Inc., with a term of three (3) years, an annual not-to-exceed amount of $20,000 for Wastewater, and an administrative option to extend the terms to an additional two (2) years, at the same annual not-to-exceed amounts, with satisfactory performance.

1.G - Staff Report - MPSAs for SCADA Support Services.pdf
1.G - Resolution 1 - MPSAs for SCADA Support Services - SKM Engineering.pdf
1.G - Resolution 2 - MPSAs for SCADA Support Services - Tesco Controls.pdf
1.G - Resolution 3 - MPSAs for SCADA Support Services - Telstar Instruments.pdf
1.G - Resolution 4 - MPSAs for SCADA Support Services - Tetra Tech.pdf

1.H. Staff recommends that the City Council adopt a resolution for the Gretchen Talley Park Phase 3, Capital Improvement Project 78170:

1) Awarding a construction contract to R&R Pacific Construction of Woodland, California, in the amount of $4,435,020; and

2) Authorizing the City Manager to approve change orders up to the contingency amount of $443,502; and

3) Approving a Professional Services Agreement with Griffin Structures for project and construction management services for a total not-to-exceed amount of$200,000; and

4) Appropriating master plan park impact fees (F361) in the amount of $1,200,000 to CIP 78170; and

5) 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 $6,800,000.

1.H - Staff Report - Gretchen Talley Park Project.pdf
1.H - Resolution - Gretchen Talley Park Project.pdf

1.I. Staff recommends that the City Council adopts a resolution:

(1) determining that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.180 (b)(4) and dispensing such requirement for the actions herein, and;

(2) approving a General Services Agreement with Motorola Solutions, Inc. for police communications maintenance for a total not to exceed amount of $537,945 and for the term of three years, July 1, 2025 to June 30, 2028.

1.I -Staff Report - Motorola.pdf
1.I -Resolution - Motorola.pdf

1.J. Staff recommends that the City Council adopt a Resolution (1) approving Cooperative Agreement C-25-096 with the San Joaquin Council of Governments for the City of Tracy Transit Station Mobility Hub Demonstration Project; (2) authorizing the City Manager, or designee, to execute the agreement.

1.J - Staff Report - SJCOG Cooperative Agreement.pdf
1.J - Resolution - SJCOG Cooperative Agreement.pdf

1.K. Staff recommends that the City Council adopt a Resolution approving the Professional Services Agreement with The Young Connects to coordinate and host the annual Tracy Connects Event for a not-to-exceed amount of $1,400.

1.K - Staff Report - Tracy Connect Co-Sponsorship.pdf
1.K - Resolution - Tracy Connect Co-Sponsorship.pdf

1.L. Staff 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 action herein;

(2) Authorizing the execution of a Professional Services Agreement with NeoGov. for cloud-based software services and technology for an initial term of three years, with a retroactive effective date of July 1, 2024, and for a total not-to-exceed amount of $150,000; and

(3) Authorizing an administrative option to extend the term of up to two years with the approval by the City Manager contingent upon satisfactory performance and budget availability.

1.L - Staff Report - NEO Gov 2024-2025.pdf
1.L - Resolution - NEO Gov 2024-2025.pdf

1.M. Staff recommends that the City Council adopt a Resolution: 1) approving the Compensation & Benefit Plan for the Confidential Employees Unit, and 2) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the agreement.

1.M - Staff Report - Confidential Employees Unit Labor Agreement.pdf
1.M - Resolution - Confidential Employees Unit Labor Agreement.pdf

1.N. Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the contract amendment to an existing contract with Granicus LLC for a total not to exceed amount of $ 165,000 per fiscal year, to cover certain additional services including but not limited to website refresh, webpage conversions, expanded closed captioning services and implementation of electronic voting modules for City Council meetings.

1.N - Staff Report - Granicus Amendment.pdf
1.N - Resolution - Granicus Amendment.pdf

1.O. Staff recommends that the City Council adopt an Ordinance repealing and replacing Section 10.08.3193 of the Tracy Municipal Code, regarding Mobile Food Vendors.

1.O - Staff Report - Ordinance 2nd Read - Mobile Food Vendors.pdf
1.O - Amended Proposed Ordinance - Mobile Food Vendors.pdf

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

3.A. Staff recommends that the Tracy City Council take actions as follows 1) the City Council conduct a Public Hearing for City Council to receive and consider comments on the proposed Fiscal Year (FY) 2025/26 Annual Operating and Capital Budget, and upon conclusion, 2) adopt a resolution approving new positions for an annual aggregate cost of $1,975,547 and authorizing the budget officer to amend the city's position control roster for FY 2025/26, 3) adopt a resolution adopting the City of Tracy Fiscal Year 2025/26 annual operating and capital budget, reflecting additional positions approved through Resolution xxx, 4) adopt a Resolution for the FY2025/26 Fiscal Sustainability Strategies funding recommended by the Tracy Finance Committee to City Council, 5) adopt a Resolution approving the allocation of the Fiscal Year 2025/26 Travel Budget of the City Council Body pursuant to the Council's travel policy, 6) adopt a Resolution for committed fund balances (GASB 54) for Fiscal Year ending June 30, 2025 in compliance with statement 54 of the governmental accounting standards board, 7) adopt a Resolution establishing Fiscal Year 2025/26 appropriations limit pursuant to Article XIIIB of the California state constitution.

3.A - Staff Report - FY 2025-2026 Annual Operating and Capital Budget.pdf
3.A - Resolution 1 - FY 2025-2026 Annual Operating and Capital Budget.pdf
3.A - Resolution 2 - FY 2025-2026 Annual Operating and Capital Budget.pdf
3.A - Resolution 3 - FY 2025-2026 Annual Operating and Capital Budget.pdf
3.A - Resolution 4 - FY 2025-2026 Annual Operating and Capital Budget.pdf
3.A - Resolution 5 - FY 2025-2026 Annual Operating and Capital Budget.pdf
3.A - Resolution 6 - FY 2025-2026 Annual Operating and Capital Budget.pdf
3.A - Presentation - FY 2025-2026 Annual Operating and Capital Budget .pdf

3.B. The Planning Commission recommends that the City Council conduct a public hearing and upon its conclusion:

1. Introduce an ordinance approving an amendment to the Industrial Areas Specific Plan, Application Number SPA24-0002, to amend the land use designation from Limited Industrial to Village Center for three parcels totaling approximately 9.26 acres located north of Valpico Road, east of Tracy Boulevard, Assessor's Parcel Numbers 246-130-15, 246-130-20, and 246-130-25; and

2. Determine that the project is consistent with the General Plan Environmental Impact Report (EIR) and does not require further environmental assessment pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183.

3.B - Staff Report - Ordinance approving Amendment to ISP - Village Center Designation.pdf

3.B - Presentation - Ordinance approving Amendment to ISP - Village Center Designation.pdf

3.C. The Planning Commission recommends that the City Council conduct a public hearing, and upon its conclusion:

1. Introduce an ordinance amending Tracy Municipal Code Section 10.08.4440 to add a definition for fuel pricing signs and amending Section 10.08.4500(g) to exempt fuel pricing signs from the standard limiting the number of monument signs to two per parcel; and

2. Determine that this amendment to the Tracy Municipal Code does not have the potential for causing a significant effect on the environment and therefore pursuant to California Environmental Quality Act (CEQA) Guidelines Section15061(b)(3), no additional environmental review is necessary.

3.C - Staff Report - Fuel Station Monument Signs Ordinance.pdf
3.C - Presentation - Fuel Station Monument Signs Ordinance.pdf

3.D. 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 approving the Engineer's Report regarding the proposed levy and collection of assessments for the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025/2026; and

(2) Adopt a Resolution ordering the levy and collection of assessments within the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025/2026.

3.D - Staff Report - Public Hearing LMD.pdf
3.D - Resolution 1 - Public Hearing LMD.pdf
3.D - Resolution 2 - Public Hearing LMD.pdf
3.D - Presentation - Public Hearing LMD.pdf

3.E. Staff recommends that the City Council adopt a Resolution directing staff to initiate a comprehensive general benefit and reorganization analysis of the Landscape Maintenance District (LMD) to identify long-term, sustainable maintenance and funding strategies.

3.E - Staff Report - LMD Fiscal Heatlh.pdf
3.E - Resolution - LMD Fiscal Heatlh.pdf
3.E - Presentation - LMD Fiscal Heatlh-2.pdf

3.F. Staff recommends that the City Council adopt a resolution:

(1) Declaring City's intent to renew and expand a property and business improvement district known as the "Downtown Tracy Community Benefit District," and

(2) Fixing the time and place of a noticed public hearing regarding the district's renewal, and

(3) Authorizing and directing the City Manager to sign the petition of support and to cast a ballot in support of the renewal of the Downtown Tracy Community Benefit District.

3.F - Staff Report - Downtown Tracy Community Benefit District Resolution of Intent.pdf
3.F - Resolution - Downtown Tracy Community Benefit District Resolution of Intent.pdf

3.G. Staff recommends that the City Council discuss finalized Animal Service programs, Phase II of the animal shelter, and upon conclusion of such discussion, by motion, direct staff to proceed with specific solutions.

3.G - Staff Report - Animal Services Phase II.pdf
3.G - Presentation - Animal Services Phase II.pdf

3.H. Staff recommends that the City Council adopt a Resolution: 1) approving the Compensation & Benefit Plan for Department Heads, and 2) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the plan.

3.H - Staff Report - Department Head Labor Agreement.pdf
3.H - Resolution - Department Head Labor Agreement.pdf

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

June 3, 2025, 5:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA 95376

1. Mayor Arriola called the meeting to order at 5:00 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 were present. Council Member Bedolla was absent from roll call. City Council had no declarations of conflict.

   Council Member Bedolla arrived at 5:14 p.m.

4. Items from the Audience – There were no items from the audience.

5. DISCUSSION ITEMS

   5.A. Staff recommends that the City Council conducts a workshop, receives information, and provides feedback regarding 1) the proposed Fiscal Year (FY) 2026 Capital Budget, and 2) the proposed five-year FY 2026-2030 Capital Improvement Plan.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to receive information and provided feedback regarding 1) the proposed Fiscal Year (FY) 2026 Capital Budget, and 2) the proposed five-year FY 2026-2030 Capital Improvement Plan. Roll Call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie, and Mayor Arriola all in favor; passed and so ordered.

Public Comment – Ross Bogen shared concerns regarding the historical buildings, specifically the old City Hall and jail, and asked if there is a plan for seismic improvements, since these buildings are Designated Historical Landmarks.

Cynthia Souza, President of the Grant Foundation Board, requested that the City Council prioritize the restoration of the old City Hall and jail since it is listed on the National Register of Historic Places and expressed that she would like the project to be added to the Capital Improvements budget for Fiscal Year 2025-2026.

Mary Mitracos indicated that the community is ready for the Nature Park and the Tracy Tree Foundation and Nature Park Advocates are ready to assist in the tree planting process; and noted the importance of the restoration of the historical buildings downtown.

Robert Tanner expressed support for a Police Department substation and more officers and inquired as to when that subject will be brought back to the City Council.

A Community Member expressed the importance of restoring the downtown historical buildings, as they are a tie to the past.

Bill thanked the City for trimming the trees in his neighborhood.

Mayor Arriola closed Public Comment.

6. Adjournment Time: 5:45 p.m.

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

The above agenda was posted at the Tracy City Hall on May 30, 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

June 3, 2025, 7:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA 95376 *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 were present. City Council had no declarations of conflict.

Mayor Arriola led the Pledge of Allegiance.

Pastor Scott McFarland, Journey Christian Church, offered the invocation.

Midori Lichtwardt, City Manager, presented the Employe of the Month award for June to Nilo Velazquez, Parks, Recreation and Community Services Department.

Mayor Arriola presented James Young, Vice President, Tracy African American Association, LLC with the Proclamation for Juneteenth Day.

Mayor Arriola presented Brian Freitas-Wallace and Luke Freitas-Wallace from Tracy Pride and Chris Bunnell from San Joaquin County Pride Center with the Proclamation for LGBTQ Pride Month.

Mayor Arriola presented Certificates of Recognition for Military Enlistment to Ryan Albert Silligman (Army), Jesus Rodriguez Aboytes (Army), Loren Sandoval (Marines), Christopher James Ramirez (Marines), Paulo Herrera (Marines), Simon Centeno (Air Force), Cesar Antonio Portillo Mendez (Air Force), and Alexander Hager (Air Force).

1. CONSENT CALENDAR – Andrew Shen, Interim City Attorney, noted that there were minor errors in the resolutions for Items 1.B, 1.G, and 1.J; that amended versions of the resolutions were placed on the dais; and that the minor errors did not require these items to be pulled. Karin Schnaider, Assistant City Manager, pulled Item 1.C, to come back for the City Council's consideration at a later time.

   Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt the Consent Calendar with items 1.B, 1.G and 1.J as amended and removing item 1.C. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

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

   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. **– Resolution 2025-098**

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. **– ITEM WAS PULLED**

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. **– Resolution 2025-099**

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. **– Ordinance 1355**

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. **– Resolution 2025-100**

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. **– Resolution 2025-101**

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. **– Resolution 2025-102**

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) **Resolution 2025-103,** 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) **Resolution 2025-104**, 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) **Resolution 2025-105**, 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.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 **Resolution 2025-106**, 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 **Resolution 2025-107**, 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.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, **Resolution 2025-108** 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; **Resolution 2025-109** 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. **– Resolution 2025-110**

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. **– Resolution 2025-111**

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. **– Resolution 2025-112**

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. **– Resolution 2025-113**

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**. – Resolution 2025-114**

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**. – Resolution 2025-115**

1.Q. Adoption of April 6, 2025, Special Meeting Minutes **– Minutes were adopted.**

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.**— Resolution 2025-116**

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. **– Resolution 2025-117**

2. ITEMS FROM THE AUDIENCE – Robert Tanner expressed frustration regarding fireworks and urged the City Council to outlaw all fireworks including Safe and Sane Fireworks in the City.

Nancy Young invited the community to the Juneteenth Celebration on June 7, 2025, from 10:00 a.m. to 6:00 p.m.

Jess Rodriguez expressed frustration regarding the claims process and the claim that he had submitted because a City tree damaged their driveway.

Craig Baniss shared concerns regarding the water and sewer rates and requested that the City explore the option to charge per usage.

Manny Balore expressed concerns regarding the size of the garbage and recycling totes and requested smaller totes for citizens that go not generate large amounts of trash.

Denise from Tracy Dog Girls provided the City Council with an update as to the activities that they are participating in to rescue dogs and cats. Denise shared that a location or warehouse is needed, asked the City Council for assistance, and noted that Tracy Dog Girls is open to discussing solutions with Council.

Christina Darling from Tracy Dog Girls shared that there will be a free microchip event on Saturday June 7, 2025, from 9:00 am to 11:00 am; expressed concerns with dogs getting stolen; and noted challenges with obtaining assistance from the Police Department.

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.

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

Council Members offered comments and questions.

Linda Hawkins, representing Tracy Street Eats, shared that the Tracy Eats Park is providing a safe and affordable environment for businesses; commented on the challenges and impacts of the proposed ordinance; and requested that the City Council consider costs, limitations, and clarify the distinction between food trucks that are in the park and individual trucks.

Eric Hawkins provided background on his family's philanthropic efforts throughout the City, including the Tracy Eats Park, and requested that the City Council reconsider the 6-month constraints that are included in the ordinance.

Gabriella Rodriguez-Machuca shared that Tracy Eats Park is operating with the community in mind; urged the City Council to treat all businesses equally; and noted that the City should be in line with the Health Department Requirements and not add more hurdles.

Robert Tanner asked if there will be exceptions outlined in the proposed ordinance for City sponsored events and shared that the 180-day limit is too restrictive and suggested that this be revisited.

A Community Member shared that they have seen improvements in community and vendor participation and that the 180-day restriction is too limiting.

Council Members engaged in discussion.

Mayor Arriola closed Public Comment.

April B. A. Quintanilla, City Clerk, read the title of the proposed Ordinance aloud.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to waive full reading of text and introduce an ordinance repealing and replacing Section 10.08.3193 of the Tracy Municipal Code, regarding Mobile Food Vendors striking section 10.08.3193 (g)(1)(ii). Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

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.

Mayor Arriola opened the Public Hearing.

Kimberly Murdaugh, Human Resources Director, provided the staff report. Josh Petitt, Sergeant with the Tracy Police Department and Vice President of the Tracy Police Officers Association (TPOA), provided a presentation.

Council Members offered comments and questions.

Luis Mejia, President of the Tracy Police Managers Association (TPMA), expressed concerns regarding the difficulties faced in hiring and retaining experienced lateral officers; noted that some cities are offering sigh-on bonuses to attract and retain staff; expressed pride in the Police Officer Trainees; shared that

there is a lack of balance between new officers and experienced officers; and requested that the City Council take this information into consideration.

Mayor Arriola closed Public Comment.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to accept the report on City of Tracy Vacancies and Recruitment and Retention Efforts pursuant to Government Code Section 3502.3. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

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. **– Resolution 2025-118**

Kimberly Murdaugh, Human Resources Director, provided the staff report.

Council Members offered comments and questions.

Robert Tanner congratulated the new City Attorney and urged the City Council to follow the contract so that past issues are not repeated.

Mayor Arriola and Council Member Evans recognized Mr. Andrew Shen for serving as Interim City Attorney and for all his assistance during the transition.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to approve an at-will employment agreement between l. David Nefouse and the City of Tracy for a bi-weekly salary of $11,138.46. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

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

Sara Castro, Director of Finance, provided the staff report.

Council Members offered comments and questions.

Randall Bradley, Fire Chief, South San Joaquin County Fire Authority, thanked the City Council for making public safety and public safety facilities a priority.

Robert Tanner shared that there is an urgent need for a Police Department substation and urged the City Council to use Measure V funds for that.

Justin Lagasse, Fire Engineer with Tracy Fire and Vice President of Tracy Firefighters Association, urged the City Council to approve the building of additional stations closer to South Tracy.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Bedolla to accept the recommended amendments to the City's Fiscal Sustainability Strategies. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – David Nefouse, future City Attorney, expressed gratitude and indicated that he looks forward to working with staff, the City Council, and the community.

5. STAFF ITEMS – Midori Lichtwardt, City Manager, shared the following:

- Sunday, June 8, 2025, there would be a City Council Strategic Priorities Retreat that will be held at the Boyd Service Center starting at 9:00 a.m.
- Summer Block Party on June 6, 2025, Country Block Party on Front Street and there will be street closures due to that.

6. COUNCIL ITEMS – Council Member Nygard addressed the item that was pulled regarding the purchasing of more vehicles and requested support in the development of a two (2) member Ad Hoc Committee that would address the need move to clean energy vehicles by creating policy that would address the participation in the State Climate Goals, identify the opportunities for grants and other funding, and work in collaboration with the Environmental Sustainability Committee. Mayor Arriola supported the request. Council Member Nygard shared that she attended various events and thanked the City Council and staff for their hard work.

Council Member Evans shared that the trip to Washington D.C. was productive and that Memorial Day events were well attended; and expressed gratitude to the City Council and staff for recognizing the young individuals that were entering the military.

Council Member Bedolla shared that he attended the Tracy Homeless Advisory Committee and attended as an Alternate on AVA and shared updates with the City Council.

Mayor Pro Tem Abercrombie requested support for the Community Members that have been involved in the community-driven plans for the Aquatic Center to have the opportunity to present their plans to the City Council. Mayor Arriola supported the request.

Mayor Arriola shared the Mayor's report for April and highlighted some of the meetings that he attended. Mayor Arriola asked for support to bring back for consideration an item to discuss districting. Council Member Nygard supported the request. Mayor Arriola wished the community a Happy Father's Day and Happy Pride.

7. ADJOURNMENT – Time: 10:04 p.m.

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

The above agenda was posted at the Tracy City Hall on May 30, 2025. The above are action minutes. A recording is available at the office of the City Clerk

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

June 3, 2025, 8:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA 95376

1. Mayor Arriola called the meeting to order at 10:08 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 were present. Council Member Bedolla was absent from roll call. City Council had no declarations of conflict.

   Council Member Bedolla arrived at 10:09 p.m.

4. Items from the Audience – There were no items from the audience.

5. Request to Conduct Closed Session

   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 Real Property Negotiators (Gov. Code § 54956.8)

   Property Addresses: (1) APN 235-19-034; (2) APN 235-19-021; (3) APNs 240-020-09 and 240-020-01; and (4) APNs 235-13-050 and 253-37-039, and Coordinates 37.668139, -121.481142 (APN/Address Unknown)

   City Negotiator: Midori Lichtwardt, City Manager

   Negotiating Parties: (1) AT&T; (2) T-Mobile; (3) T-Mobile; and (4) Verizon

   Name of Property Owner: City of Tracy

   Under Negotiation: Price and Terms of Payment

   There was no public comment on Item 5.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to recess to closed session. Time: 10:09 p.m. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

6. Reconvene to Open Session – Time: 11:36 p.m.

7. Report of Final Action – There was no report of final action.

8. Council Items and Comments – There were no Council items or comments.

9. Adjournment: Time: 11:36 p.m.

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

The above agenda was posted at the Tracy City Hall on May 30, 2025. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

June 8, 2025, 9:00 a.m.

City of Tracy Public Works Facility | Boyd Service Center
520 N. Tracy Boulevard, Gate 3, Tracy, CA 95376

1. Mayor Arriola called the meeting to order at 9:02 a.m.

2. Roll Call – Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola were present.

3. Items from the Audience – There were no items from the audience.

4. Facilitate City Council Workshop:
   Objectives
   - Update the Council Strategic Priorities for 2025-2027

   The Council Members reviewed and discussed the proposed Council Strategic Priorities for 2025-2027.

   The Council Members participated in a multi-phase exercise to rank the proposed Strategic Priorities by level of importance to each Council Member. The exercise facilitated consensus among the Council Members to update the Council Strategic Priorities for 2025-2027.

ACTION: Motion was made by Mayor Arriola and seconded by Council Member Nygard to update the Council Strategic Priorities for 2025-2027, as outlined in the chart below, and to identify the following priorities as the Council's top five priorities for 2025-2027: (1) Support Construction of Public Safety Facilities (Police, Fire, Animal Shelter, Hospital); (2) Update the City of Tracy's General Plan; (3) Implement Tracy's Economic Development Strategic Plan; (4) Enhance the City's Roadways and Sidewalks; and (5) Advance the City of Tracy's Housing Element. Voice vote found all in favor; passed and so ordered.

Category	Council Strategic Priorities for 2025-2027
Public Safety	1. Support Construction of Public Safety Facilities (Police, Fire, Animal Shelter, Hospital) 2. Implement Tracy Police Department's Strategic Plan 3. Develop Emergency Communication Strategies 4. Invest in Technology and Infrastructure that Enhances Public Safety 5. Enhance Community Outreach and Engagement

Government Accountability	1. Update the City of Tracy's General Plan 2. Maintain Fiscal Responsibility 3. Enhance Civic and Workplace Culture at City Hall 4. Develop Platforms for Public Transparency
Local Economy	1. Implement Tracy's Economic Development Strategic Plan 2. Support Economic Programs that Prioritize Tracy Youth 3. Enhance City's Reputation as a Business-Friendly City 4. Advance Downtown Tracy Vision Plan 5. Address Vacant Properties in the City
Infrastructure	1. Enhance the City's Roadways and Sidewalks 2. Enhance the City's Parks and Public Spaces 3. Develop Funding Strategies for Amenities, Infrastructure, and Utilities 4. Support Regional Transit Systems and Infrastructure
Quality of Life	1. Advance the City of Tracy's Housing Element 2. Develop Environmental Sustainability Strategies for the City 3. Implement Tracy's Homelessness Strategic Plan 4. Develop Arts and Culture Plan for the City

5. Council Items and Comments – There were no Council Items or Comments.

6. Adjournment: Time: 9:41 a.m.

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

The above agenda was posted at the Tracy City Hall on June 5, 2025. The above are action minutes.

_____
Mayor

ATTEST:

_____
City Clerk

June 17, 2025

Agenda Item 1.B

RECOMMENDATION

Staff Recommends that the Tracy City Council receive an informational report regarding the Police Department's update on crime statistics of homicide, rape, robbery, and aggravated assaults.

EXECUTIVE SUMMARY

Tracy Police Department (TPD) presents to the City Council an update to the report for calendar year 2025 violent crime statistics on homicides, rape, robbery, and aggravated assaults. This report update pertains to the months of January through April. The attached crime statistic report provides a breakdown of each category per month.

BACKGROUND AND LEGISLATIVE HISTORY

Tracy City Council Member Dan Evans requested, with the support of his colleagues, that regular reports to be provided to the Council regarding violent crime. As directed by Council, this report will be provided as an informational document with crime statistics that cover the months of January-April 2025.

ANALYSIS

Areas of note or clarification:

- Violent crime in the City of Tracy has decreased year over year for the same time period by a total of 28 reports when compared to 2024. This number also reflects lower than the 2023 violent crime numbers for the same time period.
- The City has experienced a thirty percent (30%) decline in all areas of violent crime to date, the decline includes zero (0) homicides during this review period.
- Compared to 2024, the reports of rape and aggravated assault each decreased by eight (8), while robbery reports dropped by eleven (11).
- Reported rape cases have exhibited a consistent decline from January through April. Five (5) cases were reported in both January and February, followed by four (4) in March, and notably, zero (0) in April.
- TPD continues to host a dedicated staff member of the San Joaquin County Victim/Witness program via San Joaquin DA's office at TPD to offer victims of violent crime resources to assist them and provide education in efforts to prevent future crimes.

Highlights:

TPD continues to proactively address crime trends through prevention intervention and enforcement. During the month of January TPD deployed the Traffic Safety Unit along with the California Highway Patrol and San Joaquin County Sheriff's Office for a one-day commercial vehicle enforcement operation in and around the City of Tracy. This resulted in 154 violations

issued and 17 truck inspections. In February, the City launched the Red-Light Traffic Safety Program and began issuing warnings for anyone caught running a red light in several high-risk locations. The program started with the activation of a red-light camera at the intersection of 11th Street and Corral Hollow Road. It then expanded to Tracy Boulevard and 11th Street, and International Parkway and West Schulte Road.

In January, Narcotics Investigators dismantled two large-scale illegal marijuana operations. The first, on Ann Gabriel Lane, which had 534 marijuana plants at different growth stages. The second, on Kinsey Way, had 1,164 marijuana plants at various growth stages. In February, the General Investigations Unit responded to Stockton, where a suspect vehicle ended its pursuit after ramming into Sheriff's Office patrol vehicles. At the scene, it was confirmed that the two suspects had carried out several robberies that day across Alameda County, Tracy, Lathrop, and Stockton. TPD officers seized replica firearms used in the crimes, as well as cash and cigarettes believed to be stolen.

In February, Narcotics Investigators and the San Joaquin County Sheriff's Office Metro Narcotics Taskforce served multiple search warrants at locations in Stockton. The search warrants were granted after a several-month-long investigation, which resulted in the seizure of various illegal contraband related to the sales of crystal methamphetamine. The following items were seized and confiscated:

- 75 pounds of crystal methamphetamine
- 85 pounds of processed marijuana
- Two firearms
- $5,851.00
- Approximately 16,000 M30 pills
- Additionally, two methamphetamine conversion labs were identified, and three arrests were made.

In March, the TPD Traffic Unit and the California Highway Patrol conducted a DUI Check Point on 11th St near Chrisman Rd. The results are as follows:

695 - vehicles screened
25 - 12500(a) VC cites [driving without a license]
5 – 14601 VC cited [driving on a suspended or revoked license]
4 - 23152 VC arrest [driving under the influence]
5 - 1185s [vehicle tows]
2 –23222(a) VC cites [open alcohol containers]
5 - 2818 VC cites [violation of traffic control measures]

In April, TPD responded to a stabbing near West 8th Street and Central Avenue. Upon arrival, Officers discovered an adult male with multiple stab wounds and began administering first aid until personnel from American Medical Response (AMR) and the
South San Joaquin County Fire Authority (SSJCFA) arrived. The victim was then transported to an area hospital in serious condition. Due to the diligent work of medical professionals, the victim survived. The General Investigations Unit took over the investigation and arrested a suspect the following day.

In April, a male suspect robbed a gas station on MacArthur Drive. TPD's Media Team used social media to post the suspect's picture. Within hours, the suspect was identified and later arrested by investigators.

In April, a joint investigation involving TPD, Homeland Security Investigations Stockton Office, San Joaquin County Sheriff's Metro Narcotics Task Force, and other local law enforcement agencies led to the interception of a semi-trailer suspected of carrying cocaine. A search warrant was obtained, revealing 189 kilos of cocaine inside the trailer.

In addition to the above proactive enforcement efforts, TPD is aggressively seeking alternative funding programs from both State and Federal Grants to assist in the implementation of a Real Time Information Center (RTIC). Grant Funding has been approved and the project is under construction. This program is one of the City Council Strategic Priority Goals for the 2023-2025 plan. Benefits of an RTIC include:

- Force multiplier by utilizing technology
- Real-time intelligence video room
- Integration of technology (Fleet 3, Flock, and Drones)
- Integrated to social media platforms
- Assist in adequate and effective resource response.

The Real Time Information Center is progressing. Monitors are now installed in the room, awaiting further hardware setup. New Pan Tilt Zoom (PTZ) cameras are being added to enhance the existing license plate reader system.

FISCAL IMPACT

This informational report has no fiscal impact. The programs outlined in this report are funded through the Tracy Police Department Operations budget.

PUBLIC OUTREACH/INTEREST

In addition to the attached report, the Public may access crime statistics using the following links:

https://tracypd.com/crime-mapping
https://www.crimemapping.com/Alerts
https://www.crimemapping.com/map/agency/377

CEQA DETERMINATION

This action item is exempt review under the California Environmental Quality Act (CEQA) because it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)).

COORDINATION

TPD maintains ongoing coordination with various county partners, including the San Joaquin County District Attorney's Office, the San Joaquin County Sheriff's Office, the California Highway Patrol, and local law enforcement task forces.

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June 17, 2025
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FOLLOW-UP

This informational report will be updated later this year and provided to Council as requested.

STRATEGIC PLAN

This agenda item relates to the Council's Strategic Plan in the area of Public Safety, specifically Goal #2: Strengthen community safety through crime prevention and reduction activities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends that the Tracy City Council receive an informational report regarding the Police Department's update on Crime Statistics of Homicide, Rape, Robbery, and Aggravated Assaults.

Prepared by: Luis Mejia, Police Captain
Reviewed by: Sekou Millington, Chief of Police
Sara Castro, Director of Finance

Approved by: Midori Lichtwardt, City Manager

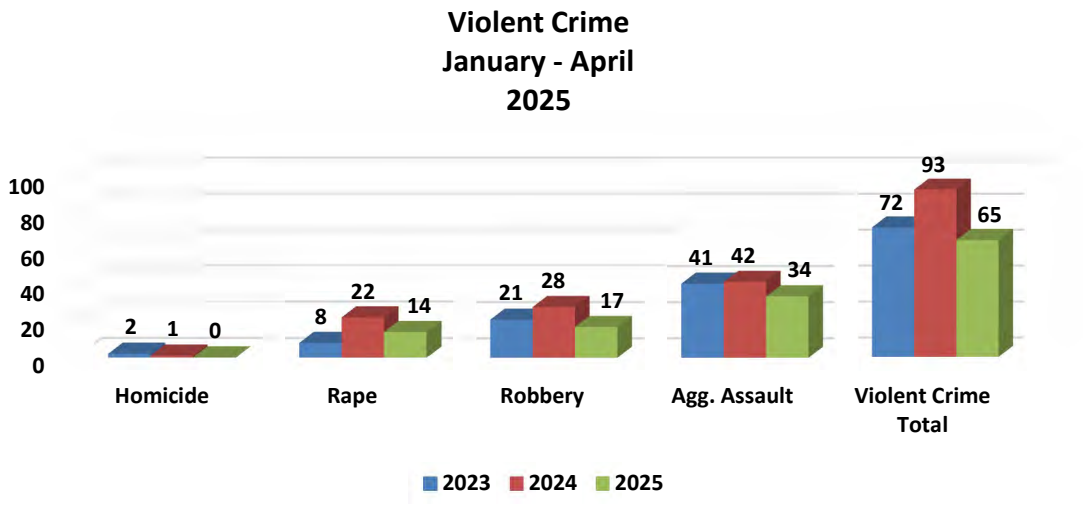
ATTACHMENTS:

Attachment A: Updated Crime Statistics Report (January-April 2025).

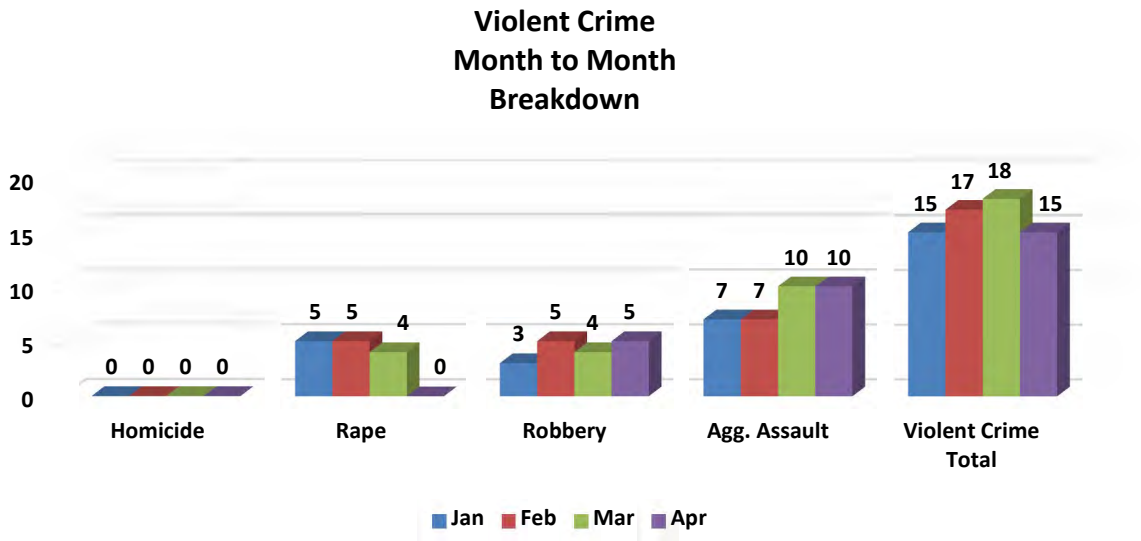
CRIME STATISTICS
Violent Crime
&
Property Crime
January - April
2025

May 12, 2025

2025 Violent Crime Stats

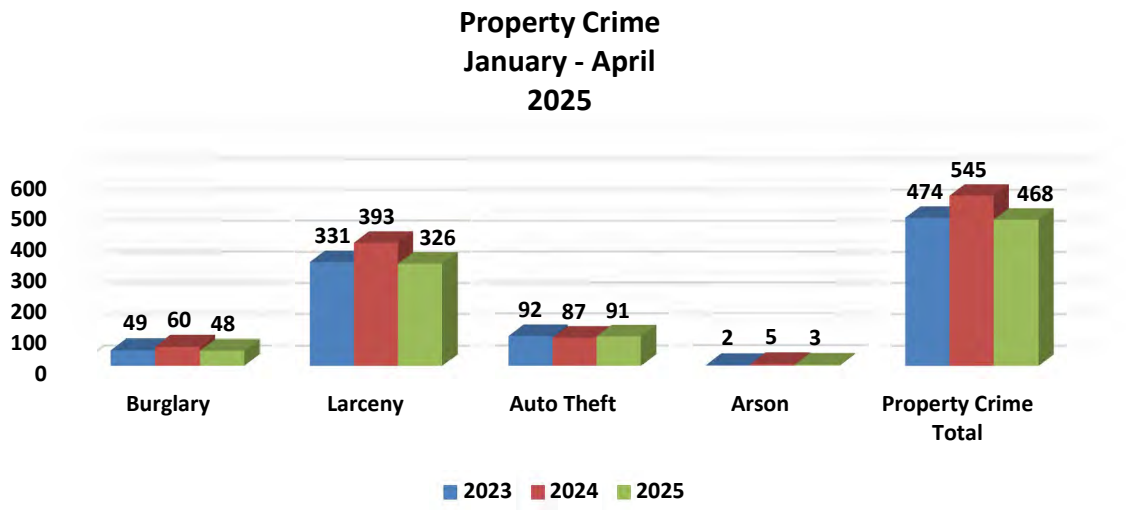


In Year to Date (YTD) 2025 reporting, Violent Crime in the City of Tracy has decreased by a total of 28 reports, when compared to the same time period from 2024 and is even lower than the same time period from 2023. The decline has occurred in all areas of violent crime. To date we have experienced zero homicides, rape and aggravated assault reports are down 8 reports per category, and robbery is down 11 reports.

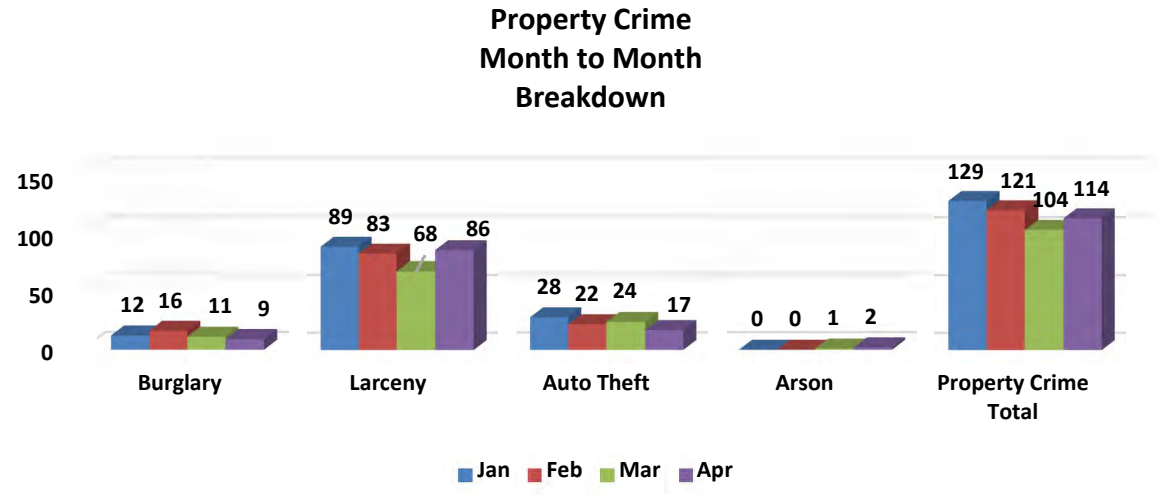


As stated above, we have experienced zero homicides in 2025. Rape cases have shown a steady decline, with zero reported in April. Robbery cases have remained relatively stable, averaging around 4-5 reported incidents per month. Aggravated assaults remained consistent in January and February with 7 reports each but increased by 3 reports in both March and April. Overall, violent crime peaked in March with 18 total reports but returned to January levels in April with a total of 15 reports in each of those months.

2025 Property Crime Stats



Property Crime in the City of Tracy in 2025 has declined by 77 cases from 2024 and is now lower than 2023 levels. Burglary reports, decreased by 12 reports from 2024 to 2025, and are now even slightly below the 2023 numbers. Larceny reports have experienced a significant decline, resulting in a reduction of 67 reports from 2024 to 2025. Auto theft reports have remained fairly consistent across the last three years, with only a slight variation year to year. Arson reports continue to remain low, with a decline of two reports from 2024.



Overall Property Crime declined form January through March, with a slight rebound in April. Burglary reports peaked in February and have experienced a steady decline since, with April only having nine reports. Larceny reports showed a sharp decline in March but went on to increase by 18 reports in April, which is relatively stable when compared with the January and February number of reports. Auto theft reports have gradually declined, with April seeing the lowest number of reports at 17.

June 17, 2025

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving Amendment No. 1 to the On-Call Professional Services Agreement with RJR Engineering and Consulting, Inc. (Amendment) for entitlement, land development, and plan checking engineering services for Development projects to extend the agreement through June 30, 2028, for a not-to-exceed amount of $2,000,000 per calendar year.

EXECUTIVE SUMMARY

On November 1, 2022, by Resolution No. 2022-161, City Council authorized the execution of the On-Call Professional Services Agreement with RJR Engineering and Consulting, Inc. (Consultant), which was ultimately executed by the City on May 21, 2024 (Agreement). The Agreement will terminate on June 30, 2025, if it is not extended. The proposed Amendment No. 1 to the Agreement (Amendment) will extend the Agreement for entitlement, land development, and plan checking engineering services for Development projects through June 30, 2028, with a not-to-exceed amount of $2,000,000 per calendar year.

BACKGROUND AND LEGISLATIVE HISTORY

The City issued a Request for Proposals (RFP) for entitlement and plan checking engineering services on December 12, 2020. City Council approved the agreement with Consultant by adopting Resolution No. 2022-161. Then the City and Consultant entered into the Agreement on May 21, 2024. During the initial term of the Agreement, Consultant has satisfactorily met all of terms of the Agreement and billings totaled to about $70,900. Staff intends to start increasing the amount of work assigned to this Consultant due to their satisfactory performance.

ANALYSIS

Development Engineering Division (DED) staff is working with various developers on a large number of development applications, most of which include the need for entitlement and plan checking related engineering analyses and other engineering assistance. Staff requires assistance from Consultant to review and analyze the impacts of development projects. Staff requests the extension of the term of the Agreement through June 30, 2028, with a not-to-exceed amount of $2,000,000 per calendar year in order to continue the necessary evaluations. That amount is the City's typical annual billings for development services.

FISCAL IMPACT

The cost of the work performed by Consultant will be captured either through the City's master fee schedule for development permits or a developer's Cost Recovery Agreements. It should be noted that Cost Recovery Agreements cover the costs of staff time and consultant work related to each major development project.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving Amendment No. 1 to the On-Call Professional Services Agreement with RJR Engineering and Consulting, Inc., (Amendment) for entitlement, land development, and plan checking engineering services for Development projects to extend the agreement through June 30, 2028, for a not-to-exceed amount of $2,000,000 per calendar year.

Prepared by: Al Gali, Associate Engineer

Reviewed by: David Brotchie, P.E., Senior Civil Engineer
Forrest Ebbs, Community and Economic Development Director
Sara Castro, Finance Director
Andrew Shen, Interim City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Amendment No. 1 to the On-Call PSA with RJR Engineering

Amendment No. 1
To On-Call Professional Services Agreement with
RJR Engineering and Consulting Inc., for Entitlement, Land Development, and Plan Checking Engineering Services

This Amendment No. 1 (**Amendment**) to the Professional Services Agreement was entered between the City of Tracy, a municipal corporation (**City**), and RJR Engineering and Consulting, Inc. a California Corporation (**Consultant**) dated May 21, 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 Agreement was executed pursuant to the authority granted in Resolution No. 2022-161, approved by the Tracy City Council on November 1, 2022.

B. The Agreement had an initial term of three year (s) and included an administrative option for the City Manager to extend, annually for an additional three-year term with a not to exceed annual budget of $2,000,000.

C. The term of the original Agreement expires on June 30, 2025.

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. **Option to Extend.** Pursuant to Section 1 of the Agreement, the City hereby extends the Term by one additional year and, accordingly, Section 2.1 of the Agreement is hereby modified to reflect that the Term expires on June 30, 2028.

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

By: _____
Midori Lichtwardt

Title: City Manager

Date: _____

Consultant
RJR Engineering and Consulting, Inc., a California Corporation

By: Robert Anderson
Robert W. Anderson, PE
Title: Chief Executive Officer
Date: May 14, 2025

Federal Tax Employer ID No. 81-4595924

Attest:

By: _____
April B. A. Quintanilla, City Clerk

By: Barbara McVey
Barbara McVey
Title: Corporate Secretary
Date: May 14, 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 ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH RJR ENGINEERING AND CONSULTING, INC. FOR ENTITLEMENT, LAND DEVELOPMENT, AND PLAN CHECKING ENGINEERING SERVICES FOR DEVELOPMENT PROJECTS TO EXTEND THE AGREEMENT THROUGH JUNE 30, 2028, FOR A NOT-TO-EXCEED AMOUNT OF $2,000,000 PER CALENDAR YEAR.

WHEREAS, the City issued a Request for Proposals (RFP) for entitlement, land development, and plan checking engineering services on December 12, 2020; and

WHEREAS, on November 1, 2022, by Resolution No. 2022-161, City Council authorized the execution of a Master Professional Services Agreement (Agreement) with RJR Engineering and Consulting, Inc. (Consultant). The City and Consultant entered into the Agreement on May 21, 2024; and

WHEREAS, Consultant has satisfactorily met all of terms of the Agreement and billings totaled to about $70,900; and

WHEREAS, Development Engineering Division staff is working with various developers on a large number of land development applications, most of which include the need for storm drainage-related engineering analyses and other engineering assistance; and

WHEREAS, the City desires to extend the term of the Agreement through June 30, 2028, with a not-to-exceed amount of $2,000,000 per calendar year in order to continue the necessary storm drainage evaluations; and

WHEREAS, the City desires to enter into that certain Amendment No. 1 to On-Call Professional Services Agreement with for RJR Engineering and Consulting, Inc. for entitlement, land development, and plan checking engineering services for Development projects (Amendment No. 1), a copy of which was distributed at and considered during the June 17, 2025 regular City Council meeting; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves Amendment No. 1. After review and approval of Amendment No. 1 by the City Attorney's office, the City authorizes the execution of Amendment No. 1 and authorizes any and all actions that may be necessary or advisable to effectuate the purposes of this Resolution; 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 17th 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 17, 2025

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving Amendment 2 to the Memorandum of Understanding between the City of Tracy and the West Side Pioneers Association.

EXECUTIVE SUMMARY

The West Side Pioneers Association (WSPA) is a California non-profit public benefit corporation that operates the Tracy Historical Museum and Historical Lammersville Schoolhouse. Since 2008, the City has partnered with WSPA through a formal Memorandum of Understanding (MOU) to support their ongoing efforts in historic preservation and community education. Staff recommends renewing and amending this partnership through a second amendment to the MOU, which also consolidates associated License Agreements for better administrative clarity and operational efficiency.

BACKGROUND AND LEGISLATIVE HISTORY

West Side Pioneers Association (WSPA) was first established in 1921 as Tracy's local historical society and has been central to the documentation and preservation of the city's cultural and historical heritage. WSPA's mission includes community engagement, youth education, the preservation of historic landmarks, and the development of local historic archives.

In 2008, the City Council approved the original MOU with WSPA to operate the Tracy Historical Museum and the Historical Lammersville Schoolhouse. The agreement was established as an evergreen MOU, meaning it automatically renewed each year, with any requested changes requiring approval by the City Council. In 2014, the City Council approved Amendment 1 to the MOU with WSPA, allowing temporary usage of the Transit Station Conference Room 105 during repairs to the Lammersville Schoolhouse caused by fire damage.

In furtherance of the MOU, WSPA entered into two License Agreements with the City on August 19, 2024, to place a storage container at the Tracy Historical Museum to store artifacts and supplies to help operate the facility and place portable restrooms at the Historical Lammersville Schoolhouse for the students attending the programmed classes onsite.

ANALYSIS

The proposed Amendment 2 to the MOU between the City of Tracy and WSPA reflects a continued commitment to the preservation and promotion of local history through partnership with a longstanding community-based organization. Over the years, WSPA has demonstrated consistent stewardship of the Tracy Historical Museum and the Historical Lammersville Schoolhouse, providing valuable educational programs, maintaining historical archives, and supporting the City's cultural identity.

Amendment 2 serves three key purposes:

1. Term Extension and Renewal Options: The amendment removes the evergreen renewal structure and instead extends the partnership for a fixed five-year term, with the option to renew, providing stability and long-term planning for both WSPA and the City.
2. Consolidation of Agreements: This amendment combines the 2008 MOU, Amendment 1 (2014), and the two License Agreements dated August 19, 2024, into a single integrated document. This consolidation eliminates redundancies, clarifies responsibilities, and enhances administrative efficiency.
3. Operational Improvements: It formalizes the use of an existing storage container at the museum to support WSPA's artifact preservation. This container is essential for the day-to-day management of materials that are not suitable for on-display exhibition or immediate archival use. It also formalizes the use of the existing portable restrooms at the Lammersville Schoolhouse to support programming needs.

The integration of the License Agreement provisions into the MOU also ensures proper oversight and consistency with City standards for property use. No significant operational changes are introduced; rather, the amendment serves to streamline current practices and reaffirm the City's support for WSPA's mission.

FISCAL IMPACT

Costs related to the Council approving the co-sponsorship will be absorbed by approved department budgets.

CEQA REVIEW

No review under the California Environmental Quality Act and CEQA Guidelines Section 15301 as these events entail the use of existing public facilities without any potential for significant environmental impacts.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving Amendment 2 to the Memorandum of Understanding between the City of Tracy and the West Side Pioneers Association.

Prepared By: Katie Akre, Recreation Program Coordinator
Jolene Jauregui-Correll, Recreation Services Manager
Brian MacDonald, Director of Parks, Recreation and Community Services
Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager
Andrew Shen, Interim City Attorney

Reviewed By: Justin Geibig, Recreation Services Supervisor

Approved By: Midori Lichtwardt, City Manager

Attachments:

Attachment A - Amendment 2 to the Memorandum of Understanding
Attachment B - Memorandum of Understanding
Attachment C – Amendment 1 to the Memorandum of Understanding

AMENDMENT NO. 2
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEEN THE CITY OF TRACY
AND WEST SIDE PIONEER ASSOCIATION

RECITALS

A. This Amendment No. 2 (hereinafter "Amendment No.2") to the Memorandum of Understanding (hereinafter "MOU") dated February 29, 2008 is made by and between the City of Tracy (hereinafter "City"), a municipal corporation, and West Side Pioneer Association (hereinafter "WSPA"), a non-profit public benefit California Corporation, or collectively as "Parties" as of the last date of signature below.

B. WSPA was formed and organized for the purpose of, among other things, collecting, preserving and displaying historical locations, artifacts and information as it pertains to the Tracy area. Its activities include, but are not limited to, developing and implementing the museum and its programs which foster the broadest possible public use.

C. The City and WSPA entered into an MOU on February 29, 2008 to formalize each party's obligations with respect to the management and operation of the Tracy Historical Museum and the historical Lammersville Schoolhouse at Clyde Bland Park.

D. In furtherance of the MOU, WSPA entered into a License Agreement with the City on August 19, 2024, where WSPA was granted a revocable non-exclusive license to place two storage containers for the purpose of storing portable restrooms on the premises commonly known as Clyde Bland Park, hereinafter the "Clyde Bland Park SLA".

E. The parties wish to incorporate the Clyde Bland Park SLA dated August 19, 2024 into the MOU.

F. The Clyde Bland Park SLA and Amendment No. 1 to the Clyde Bland Park SLA are attached and incorporated herein by reference as Exhibit A.

G. WSPA also entered into a License Agreement dated November 25, 2024 with the City where WSPA was granted a revocable non-exclusive license to place a storage container on the premises commonly known as "Tracy Historical Museum" hereinafter the "Tracy Historical Museum SLA".

H. The parties wish to incorporate the Tracy Historical Museum SLA dated November 25, 2024 into the MOU.

I. The Tracy Historical Museum SLA and Amendment No. 1 to the Tracy Historical Museum SLA are attached and incorporated herein by reference as Exhibit B.

J. Once incorporated, the Parties wish to amend certain provisions of the Storge License Agreements with respect to the License fees, reimbursement of paid fees and the term of the MOU.

K. Except as expressly modified by this Amendment, all provisions of the Agreements will remain unchanged and in full force and effect.

L. This Amendment is approved pursuant to the authority granted in Resolution 2025-____ _____, approved by the Tracy City Council on June 17, 2025.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, 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. INCORPORATION BY REFERENCE. This Amendment hereby incorporates by reference all terms and conditions of set forth in the MOU, the Clyde Bland Park SLA and the Tracy Historical Museum SLA, unless specifically modified by this Amendment. All terms and conditions set forth in the MOU, the Clyde Bland Park SLA and the Tracy Historical Museum SLA which are not specifically modified by this Amendment shall remain in full force and effect.

2. TERMS OF AMENDMENT.

2.1 Amendments to the MOU

2.1.1 Responsibilities The language in Paragraph 5 of the City's Responsibilities section of the MOU is hereby replaced with the following language:

" Coordinate with WSPA to coordinate City uses and events at the Premises which includes but is not limited to Recreation Camps, classes, and programs and Youth Advisory Commission volunteer opportunities."

2.1.2 Responsibilities Paragraph 6 of the City's Responsibilities section of the MOU shall be added to reflect the following:

"Post WSPA event details on the City's webpage and social media platforms."

2.1.3 Responsibilities. Paragraph 7 of the City's Responsibilities section of the MOU shall be added to reflect the following:

"Coordinate the livescan/fingerprint process and provide WSP the proper documents required for all staff and volunteers."

2.1.4 Term The language in section IV. of the MOU is hereby replaced with the following language:

"This MOU shall take effect on February 18, 2008 and expire on June 30, 2029. The Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties. Any extension shall be limited to an additional term of 5 year(s), for a maximum of 15 years and require City Council approval. The terms of all Agreements shall run concurrently.

2.2 Amendment to the Tracy Historical Museum SLA

2.2.1 License Payment Amount. The language in paragraph 4 of the Tracy Historical Museum SLA is hereby replaced with the following:

"The 2025 annual License Fee, for the placement of the Storage Container on the premises, is hereby partially waived for the months of July through December. The annual license fee shall continue to be waived during the term of the Agreement with the condition that WSPA's use of the Premises is consistent with the public purpose and permitted use in the MOU. WSPA shall be entitled to the credit balance of $489.60 for License fees that were paid for the months of July through December 2025. City will reimburse WSPA for the credit balance."

2.3 Amendment to the Clyde Bland Park SLA

2.3.1 License Payment Amount. The language in paragraph 4 of the Clyde Bland Park SLA is hereby replaced with the following:

"The 2025 annual License Fee, for the placement of two Storage Containers on the premises for the purpose of storing portable restrooms, is hereby partially waived for the months of July through December. The annual license fee shall continue to be waived during the term of the Agreement with the condition that WSPA's use of the Premises is consistent with the public purpose and permitted use in the MOU. WSPA shall be entitled to a credit balance of $153.00 for License fees that were paid for the months of July through December 2025. City will reimburse WSPA for the credit balance."

3. 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.

4. 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.

5. 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.

6. 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.

7. This Amendment was approved by the Tracy City Council and adopted under Resolution no. 2025-_____.

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

City of Tracy

By: _____
Dan Arriola
Title: Mayor

Date: _____

Attest:

By: _____
April Quintanilla, City Clerk

West Side Pioneers Association

By: _____
John McVey
Title: President

Date: May 19, 2025

Federal Tax Employer ID No.:31-1553475

By: _____
Patricia Brandes
Title: Treasurer
Date: 5/15/25

Approved as to form.

By: _____
Andrew Shen, Interim City Attorney

EXHIBITS:

EXHIBIT A- The Clyde Bland Park SLA and Amendment No. 1 to the Clyde Bland Park SLA

EXHIBIT B- The Tracy Historical Museum SLA and Amendment No. 1 to the Tracy Historical Museum SLA

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EXHIBIT A

LICENSE AGREEMENT BETWEEN THE CITY OF TRACY AND WEST SIDE PIONEERS

This License Agreement (hereafter "Agreement") is entered into between the City of Tracy ("LICENSOR") a Municipal Corporation, and West Side Pioneers ("LICENSEE"), a Non-Profit Corporation, and made effective as of the date of the last signature below ("Effective Date").

RECITALS

a. LICENSOR is the owner of the certain real property commonly known as 1803 Blandford Ln, Tracy, CA 95377 (APN: 238-600-290-000) (the "Clyde Bland Park")

b. LICENSEE and LICENSOR are parties to that certain Memorandum of Understanding (MOU) entered into on February 29, 2008, wherein LICENSEE is permitted to use and occupy the building of the LICENSOR'S real property located at Clyde Bland Park, specifically described as license area ("Premises"). In furtherance of but in no way amending that MOU, LICENSEE seeks to add two additional storage containers to store two portable restrooms on a portion of Clyde Bland Park, near the Premises.

c. LICENSEE seeks to place two (2) 5ft wide x 5ft length storage containers ("Storage Container") in the License Area (as defined in Section 1 below) for the term of this Agreement for the purpose of storing portable restrooms used on the Premises so that LICENSEE does not have to remove the portable restrooms after each use of the Premises.

d. LICENSOR desires to grant LICENSEE a non-exclusive license over, across and upon the License Area (defined below) for the Use as defined herein under the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follow:

1. **THE LICENSE AND THE LICENSE AREA.** LICENSOR hereby grants to LICENSEE a non-exclusive revocable license over, across and upon approximately 50 square feet of property located at Clyde Bland Park, as shown in Exhibit A to this Agreement ("License Area"), which is attached hereto and made a part hereof by this reference, for the placement of two (2) Storage Containers in the License Area to store portable restrooms ("Use").

2. **RECITALS TRUE AND CORRECT.** LICENSOR and LICENSEE hereby agree that the recitals set forth above are true and correct, are an integral part of this Agreement, and are incorporated herein by this reference.

3. **LICENSE TERM.** The term of this Agreement shall begin on August 1, 2024, and shall expire at 11:59 PM on December 31, 2024 ("Term"), unless otherwise terminated by either party in advance pursuant to Section 11 of this Agreement or extended pursuant to Section 10.

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4. **LICENSE PAYMENT AMOUNT.** LICENSEE shall pay LICENSOR the sum of $127.50 ("License Fee") for the placement of two (2) Storage Containers in the License Area (a rate of 51 cents per square footage of the ground area that the two containers occupy, per month), for the entire erm of this Agreement. LICENSEE shall make the License Fee payment for the period of August 1, 2024, through December 31, 2024, within five (5) business days of the Effective Date. For each subsequent year of the Term, LICENSEE shall pay LICENSOR the License Fee on or before January 31 should LICENSEE and LICENSOR extend the Term for another year pursuant to section 10 of this Agreement.

   All payments due to the LICENSOR hereunder (including the License Fee) shall be made by check payable to the "City of Tracy" and sent or delivered to:

   Finance Department
   City of Tracy
   333 Civic Center Plaza
   Tracy, CA 95376

5. **INSURANCE.** LICENSEE, at its sole expense, shall maintain in full force and effect throughout the term of this Agreement one million dollars ($1,000,000) in General Liability Insurance, insuring not only LICENSEE, its officers, agents, employees, volunteers, assignees, licensees, and subcontractors, if any, but also, the LICENSOR, its officers, elected officials, agents, volunteers, and employees. Said policy or policies of insurance, shall include an endorsement naming the City of Tracy and its officers, elected officials, agents, volunteers, and employees as additionally insured. Evidence of said insurance shall be provided through a certificate of insurance presented to the LICENSOR within five (5) business day of the Effective Date and within two (2) business days of any written request for evidence of insurance.

6. **CONTAINER CONSTRUCTION/USE**. LICENSEE may only place two (2) manufactured, metal Storage Container approved in advance by LICENSOR's Parks, Recreation and Community Services Director, or his or her designee, in the License Area. Within five (5) business days of the placement of any Storage Containers in the License Area (or around the License Area in the event of pre-placement staging), LICENSEE shall coordinate and make arrangements with appropriate LICENSOR staff to obtain approval, supervision and guidance in the placement and/or removal of the Storage Container(s). LICENSEE shall not store chemicals, flammable, or hazardous materials of any kind in the Storage Containers. All containers are to be properly placarded for the purposes of Emergency Response Crews (Fire and Police) identification.

7. **MAINTENANCE AND CARE OF LICENSED PROPERTY.** LICENSEE shall keep the Storage Containers and the immediate vicinity in a clean and well-maintained state. The Storage Containers shall not display logos; advertising for any business, company, or non-profit; or markings of any kind; provided, however, that the Storage Containers may display contact information for the owner or distributor of the Storage Container limited to text of such size that it is not legible by a person with normal unaided vision from a distance of fifteen (15) feet.

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LICENSEE shall maintain the 900 square feet rectangular area surrounding each Storage Container (with the center of the interior of the container being the measuring point for the center of the 900 square feet area) in an obstruction free, safe, neat, clean, and orderly condition, in each case in accordance with the instructions, if any, provided by LICENSOR. This obligation includes, but is not limited to, weed abatement. The disposal of any and all refuse will be the responsibility of LICENSEE. Such refuse shall be disposed of immediately and not be allowed to accumulate in the License Area or anywhere on Clyde Bland Park. LICENSEE shall not use the provided garbage cans to dispose of large quantities of debris or large items, including, but not limited to, cardboard boxes, paint, or sporting equipment. LICENSEE agrees and acknowledges that such garbage cans are to be used for disposal of ordinary refuse, such as, but not limited to, papers, cups, and bottles.

LICENSEE shall monitor and inspect the Storage Container(s) and the License Area on a weekly basis throughout the Term to ensure compliance with this Agreement and this Section 7. Within forty-eight (48) hours of discovering (or being notified of) graffiti, the need for maintenance or repairs, or any other noncompliance with this Agreement, LICENSEE shall remove any graffiti, make repairs, carry out maintenance, or otherwise come into compliance with this Agreement, in each case as needed. If LICENSEE has not taken corrective action as required by this Section, the Parks & Recreation Director or his or her designee, at his or her sole discretion, may (without the obligation to do so) take necessary steps to correct the non-compliance (whether through the use of LICENSOR's employees or the hiring of contractors to perform the necessary work) at LICENSEE's sole cost and expense. LICENSEE shall reimburse LICENSOR for any costs incurred in taking such corrective action within five (5) business days of LICENSOR's written demand. LICENSEE agrees that the reasonable cost to repair and replace, if necessary, any damage caused to a License Area shall be born entirely by the LICENSEE.

8. **INDEMNIFICATION.** LICENSEE shall defend, indemnify, save and hold harmless LICENSOR, its officers, agents, volunteers and employees, from any and all damages, liability, expenses, judgments, costs, obligations, claims, or lawsuits (including third-party claims) arising out of or from injury to, or death of, any person or damage to any property caused by or alleged to have been caused by any act or omission of LICENSEE or LICENSOR, its officers, agents, employees, volunteers, assignees, lesser or subcontractors or the use of the Premises, Clyde Bland Park, or License Area. Further LICENSOR shall not be responsible for any damage to any Storage Container or loss of any items, equipment or supplies contained or stored therein even if such damage or loss may be due to LICENSOR's negligence.

9. **ACCESS TO LICENSED PROPERTY/CONTAINER.** LICENSEE shall have the right to enter on to the License Area for the purposes of accessing the Storage Container(s), to perform necessary maintenance and repairs, and otherwise comply with the terms of this Agreement. Containers and their contents are subject to inspection by LICENSOR with 24-hours written notice and immediately in the event of an emergency endangering public safety in the reasonable discretion of LICENSOR. No vehicles may enter upon the License Area or Rented Area without prior notification to, and permission from, LICENSOR, in part to coordinate access to ensure no damage is sustained to Clyde Bland Park, including the

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park turf, field surfaces and irrigation systems. LESSEE shall pay LICENSOR's full costs for any damages sustained by vehicle entry by the LICENSEE. This shall also constitute cause for the LICENSOR to terminate this Agreement.

10. **EXTENSION.** By a written amendment to this Agreement signed by LICENSOR and LICENSEE, the Term of this Agreement may be extended for two (2) additional, one-year periods; provided, however, that the LICENSOR may increase the License Fee and that LICENSOR is under no obligation to extend the Term of this Agreement.

11. **TERMINATION OF AGREEMENT.** LICENSOR may terminate this Agreement in the event of any violation by LICENSEE of its obligations hereunder if LICENSEE fails to cure or remedy such violation within fifteen (3) days after written notice of the violation. In the event of such a termination, LICENSOR shall have no obligation to reimburse LICENSEE for any pre-paid License Fee(s). Additionally, either party may terminate this Agreement by providing at least thirty (30) days advance written notice.

    LICENSEE shall remove the Storage Container(s), at LICENSEE's sole cost, on or before the termination date or expiration of the Term. Except where such termination is caused by an uncured violation of this License, upon LICENSOR's termination of this Agreement prior to its expiration, any prepaid License Fees shall be refunded to LICENSEE on a pro rata basis. If LICENSEE fails to remove the Storage Container by the termination date or expiration of the Term, LICENSOR shall be permitted to dispose of said container(s) and its contents in any manner it may desire, notwithstanding any provision of the law providing otherwise. LICENSEE shall, within five (5) business days of written demand, reimburse LICENSOR for any costs incurred by LICENSOR to dispose of said container or its contents.

12. **UTILITIES & FACILITIES.** Except where expressly provided herein, LICENSEE is prohibited from using to any of LICENSOR's facilities located on or around the License Area, nor utilities, including, but not limited to, electricity, gas, water or wastewater.

13. **TIME OF PERFORMANCE.** Time is of the essence in the performance of this Agreement and the parties shall strictly adhere to the timing requirements set forth herein.

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

15. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No provision of this Agreement may be modified, waived, amended or added to except by a writing signed by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.

16. **SEVERABILITY.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction, this Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and

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directives stated in this Agreement. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin and each of the parties hereto waive any objections which it may now or hereafter have based on venue and/or *forum non conveniens* of any such suit, action or proceeding, and hereby irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding.

18. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the license of the License Area for the purpose of storage container(s). This Agreement supersedes all prior verbal or written negotiations, representations, or agreements regarding the subject matter of this Agreement.

19. **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 respective party as follows:

To LICENSOR:

Parks & Recreation Director
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6200

To LICENSEE:

West Side Pioneers
John McVey, President
1141 Adam Street
Tracy, CA 95376
(209) 832-7278

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

20. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the LICENSEE and the LICENSOR. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and together shall constitute the Agreement. The exchange of signature pages by facsimile or portable document format (PDF) transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures of the parties hereto transmitted by facsimile or portable document format (PDF) shall be deemed to be their original signatures for all purposes.

21. **Compliance with Laws.** In connection with this Agreement, LICENSEE shall comply with all federal, state and municipal laws, ordinances, codes, orders, rules and regulations and all covenants, conditions and restrictions of record, applicable to its use of the License

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Area. Upon notice from any applicable state, county or local authorities of any code violations attributable to LICENSEE's use of the License Area, LICENSEE agrees to remedy such violations at its sole cost and expense. LICENSEE shall ensure that no liens are placed on the License Area as a result of any activities related to this Agreement and shall promptly cause any such liens which may occur to be removed at LICENSEE's sole cost and expense.

22. **No Recordation**. This Agreement shall not be recorded in the San Joaquin County Official Records or other office or place of public record and it is intended that the covenants, conditions, restrictions, rights and obligations set forth herein shall not run with the land. If either party shall record this Agreement or cause or permit the same to be recorded, the other party may, at its option, elect to treat such act as a default by the recording party under this Agreement.

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

City of Tracy, a Municipal Corporation

DocuSigned by:
By: Midori Lichtwardt
5E962064124242B...
Midori Lichtwardt
Title: City Manager

Date: 8/19/2024 | 7:03 PM PDT

LICENSEE

By: John McVey
John McVey
Title: President, West Side Pioneers
Date: July 22, 2024

By: John McVey
John McVey
Title: Treasurer
Date: July 22, 2024

Attest:
DocuSigned by:
Adrianne Richardson 8/20/2024 | 7:55 AM PDT
C9C900E20FF741C...
Adrianne Richardson, City Clerk

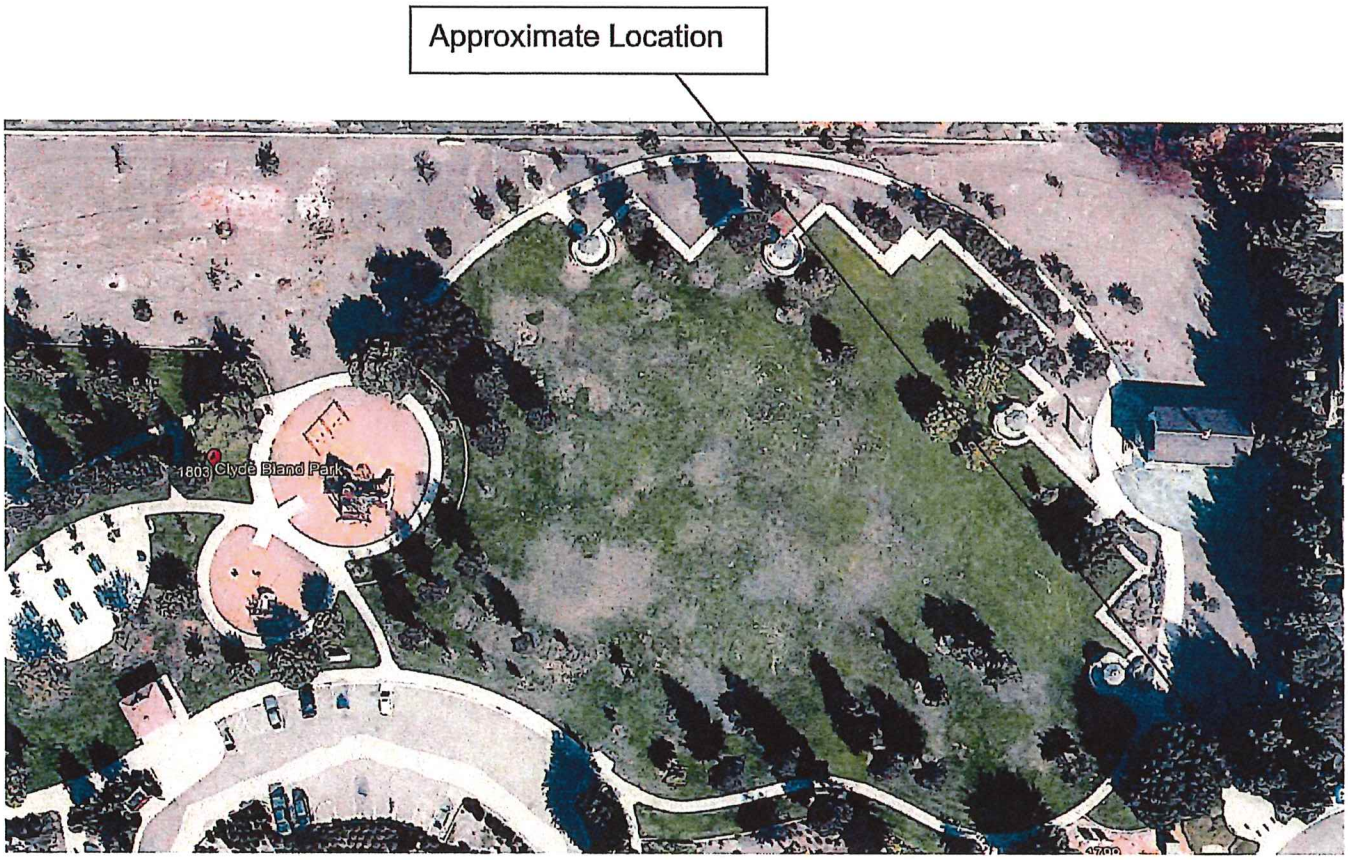
Approved as to form:
DocuSigned by:
Kamalpreet Gill 8/15/2024 | 5:37 PM PDT
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Bijal M. Patel, City Attorney

Exhibits: "A" Approximate Location of Container Site

Docusign Envelope ID: D38B3FD9-23AA-4423-AAD6-A4CE3E40190C

EXHIBIT "A"

Approximate location of License Area



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AMENDMENT NO. 1
TO STORAGE CONTAINER LICENSE AGREEMENT
WITH WEST SIDE PIONEERS (CLYDE BLAND PARK)

This Amendment No. 1 (**Amendment**) to the Storage Container License Agreement between the City of Tracy, a municipal corporation (**City**) and West Side Pioneers, a non-profit corporation (**Licensee**) dated August 20, 2024 (**Agreement**) is entered into as of the date of last signature below. City and Licensee are referred to individually as "**Party**" and collectively as "**Parties.**"

Recitals

A. This Agreement was executed pursuant to Tracy Municipal Code section 2.20.090.

B. The Agreement had an initial term of four months and included an option to extend, annually for an additional two years.

C. The term of the original Agreement expires on December 31, 2024.

Now, therefore, in consideration of the mutual covenants and promises contained herein, 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. **Option to Extend.** Pursuant to Section 10 of the Agreement, the City hereby extends the Term by one additional year and, accordingly, Section 3 of the Agreement is hereby modified to reflect that the Term expires on December 31, 2025.

2. **License Payment Amount.** Licensee shall pay the annual sum of $306.00 ("License Fee") for the placement of two (2) Storage Containers measuring 5 ft. wide x 5 ft. length (50 sq. ft.) in the License Area (rate of 51 cents per square footage of the ground area that the two containers occupy) for the term of the Agreement. Licensee shall make the License Fee payment within five (5) business days of the Effective Date of this Amendment. Subject to the term being extended, each subsequent year of the Term, Licensee shall pay Licensor the License Fee on or before January 31.

   All payments due to the City hereunder (including the License Fee) shall be made by check payable to the "City of Tracy" and sent or delivered to:

   Finance Department
   City of Tracy
   333 Civic Center Plaza
   Tracy, CA 95376

3. **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.

4. **Insurance.** Licensee, at its sole expense, shall maintain in full force and effect throughout the term of this Agreement one million dollars ($1,000,000) in General Liability Insurance, insuring not only the Licensee, its officers, agents, employees, volunteers, assignees, licensees, and subcontractors, if any, but also, the City, its officers, elected officials, agents, volunteers, and employees. If Licensee will be accessing City property and will

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use an automobile in any phase of their execution of this agreement, Licensee will also be required to maintain auto liability coverage for owned autos, or if Licensee has no owned autos, hired and non-owned autos, with a limit no less than $1,000,000 per accident for bodily injury and property damage.

Said policy or policies of insurance, shall include an endorsement naming the City of Tracy and its officers, elected officials, agents, volunteers, and employees as additionally insured. Evidence of said insurance shall be provided through a certificate of insurance presented to the LICENSOR within five (5) business days of the Effective Date and within two (2) business days of any written request for evidence of insurance.

5. **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.

6. **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.

6. **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 herein.

City of Tracy

DocuSigned by:
By: Midori Lichtwardt
5E9020841242428...
Midori Lichtwardt
Title: City Manger
Date: 12/2/2024 | 9:30 AM PST

Attest:
DocuSigned by:
By: Adrianne Richardson 12/2/2024 | 9:39 AM PST
C9C960E26FF747C...
Adrianne Richardson, City Clerk

Approved as to form
Signed by:
By: Kamalpreet Gill 11/27/2024 | 4:15 PM PST
054528D94705424...
FOR Bijal M. Patel, City Attorney

West Side Pioneers, a nonprofit corporation

By: John McVey
Title: President / CEO
Date: 11-11-24

By: John McVey
Title: Treasurer
Date: 11-11-24

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EXHIBIT B

LICENSE AGREEMENT BETWEEN THE CITY OF TRACY AND WEST SIDE PIONEERS

This License Agreement (hereafter "Agreement") is entered into between the City of Tracy ("LICENSOR") a Municipal Corporation, and West Side Pioneers ("LICENSEE"), a Non-Profit Corporation, and made effective the date indicated for the last signature below ("Effective Date").

RECITALS

a. LICENSOR is the owner of the certain real property commonly known as 1141 Adam St, Tracy, CA 95376 (APN: 233-130-200-000) (the "Tracy Historical Museum")

b. LICENSEE and LICENSOR are parties to that certain Memorandum of Understanding (MOU) entered into on February 29, 2008, wherein LICENSEE is permitted to use and occupy the buildings of the LICENSOR'S real property located at Tracy Historical Museum, specifically described as license area ("Premises"). In furtherance of but in no way amending that MOU, LICENSEE seeks to add one storage container at or reasonably near the Tracy Historical Museum, the Premises.

c. LICENSEE seeks to place one (1) 8ft wide x 20ft length storage container ("Storage Container") in the License Area (as defined in Section 1 below) for the term of this License for the purpose of storing equipment used while on the Premises so that LICENSEE does not have to remove the equipment after each use of the Premises.

d. LICENSOR desires to grant LICENSEE a non-exclusive license over, across and upon the License Area for the Use as defined herein under the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follow:

1. **THE LICENSE AND THE LICENSE AREA.** LICENSOR hereby grants to LICENSEE a non-exclusive revocable license over, across and upon 160 square feet of property located reasonably near the Tracy Historical Museum, as shown in Exhibit A to this Agreement ("License Area"), which is attached hereto and made a part hereof by this reference, for the placement of one (1) Storage Container in the License Area to equipment ("Use").

2. **RECITALS TRUE AND CORRECT.** LICENSOR and LICENSEE hereby agree that the recitals set forth above are true and correct, are an integral part of this Agreement, and are incorporated herein by this reference.

3. **LICENSE TERM.** The term of this Agreement shall begin on August 1, 2024, and shall expire at 11:59 PM on December 31, 2024 ("Term"), unless otherwise terminated by either party in advance pursuant to Section 11 of this Agreement or extended pursuant to Section 10.

4. **LICENSE PAYMENT AMOUNT.** LICENSOR shall pay the LICENSEE the sum of $408.00 ("License Fee") for the placement of one (1) Storage Container in the License Area (a rate

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of 51 cents per square footage of the ground area that the one container occupies, per month multiplied by the amount of months specified as the Term of this Agreement), LICENSEE shall make the License Fee payment for the period of August 1, 2024 through December 31, 2024, within five (5) business days from the Effective Date of this Agreement. Should the Term of this Agreement be extended for a year, pursuant to section 10 of this Agreement, for each subsequent year of the Term, LICENSEE shall pay LICENSOR the annual License Fee on or before January 31.

All payments due to the LICENSOR hereunder (including the License Fee) shall made by check payable to the "City of Tracy" and sent or delivered to:

Finance Department
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

5. **INSURANCE.** LICENSEE, at its sole expense, shall maintain in full force and effect throughout the term of this Agreement one million dollars ($1,000,000) in General Liability Insurance, insuring not only LICENSEE, its officers, agents, employees, volunteers, assignees, licensees, and subcontractors, if any, but also, the LICENSOR, its officers, elected officials, agents, volunteers, and employees. Said policy or policies of insurance, shall include an endorsement naming the City of Tracy and its officers, elected officials, agents, volunteers, and employees as additionally insured. Evidence of said insurance shall be provided through a certificate of insurance presented to the LICENSOR within five (5) business day of the Effective Date and within two (2) business days of any written request for evidence of insurance.

6. **CONTAINER CONSTRUCTION/USE**. LICENSEE may place no more than one (1) manufactured, metal Storage Container approved in advance by LICENSOR's Parks, Recreation and Community Services Director, or his or her designee, in the License Area. Within five (5) business days of the placement of any Storage Containers in the License Area (or around the License Area in the event of pre-placement staging), LICENSEE shall coordinate and make arrangements with appropriate LICENSOR staff to obtain approval, supervision and guidance in the placement and/or removal of the Storage Container(s). LICENSEE shall not store chemicals, flammable, or hazardous materials of any kind in the Storage Containers. All containers are to be properly placarded for the purposes of Emergency Response Crews (Fire and Police) identification.

7. **MAINTENANCE AND CARE OF LICENSED PROPERTY.** LICENSEE shall keep the Storage Containers and the immediate vicinity in a clean and well-maintained state. The Storage Containers shall not display logos; advertising for any business, company, or non-profit; or markings of any kind; provided, however, that the Storage Containers may display contact information for the owner or distributor of the Storage Container limited to text of such size that it is not legible by a person with normal unaided vision from a distance of fifteen (15) feet.

LICENSEE shall maintain the 900 square feet rectangular area surrounding each Storage Container (with the center of the interior of the container being the measuring point for the center of the 900 square feet area) in an obstruction free, safe, neat, clean, and orderly

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condition, in each case in accordance with the instructions, if any, provided by LICENSOR. This obligation includes, but is not limited to, weed abatement. The disposal of any and all refuse will be the responsibility of LICENSEE. Such refuse shall be disposed of immediately and not be allowed to accumulate in the License Area or anywhere on Clyde Bland Park. LICENSEE shall not use any existing garbage cans to dispose of large quantities of debris or large items, arising from the use, including, but not limited to, cardboard boxes, paint, or sporting equipment. LICENSEE agrees and acknowledges that such City garbage cans are to be used for disposal of ordinary refuse, such as, but not limited to, papers, cups, and bottles.

LICENSEE shall monitor and inspect the Storage Container(s) and the License Area on a weekly basis throughout the Term to ensure compliance with this Agreement and this Section 7. Within forty-eight (48) hours of discovering (or being notified of) graffiti, the need for maintenance or repairs, or any other noncompliance with this Agreement, LICENSEE shall remove any graffiti, make repairs, carry out maintenance, or otherwise come into compliance with this Agreement, in each case as needed. If LICENSEE has not taken corrective action as required by this Section, the Parks & Recreation Director or his or her designee, at his or her sole discretion, may (without the obligation to do so) take necessary steps to correct the non-compliance (whether through the use of LICENSOR's employees or the hiring of contractors to perform the necessary work) at LICENSEE's sole cost and expense. LICENSEE shall reimburse LICENSOR for any costs incurred in taking such corrective action within five (5) business days of LICENSOR's written demand. LICENSEE agrees that the reasonable cost to repair and replace, if necessary, any damage caused to a License Area shall be born entirely by the LICENSEE.

LICENSOR has no obligation or liability to any third-party provider of the storage containers, or the items of personal property or equipment LICENSEE stores in the storage containers.

8. **INDEMNIFICATION.** LICENSEE shall defend, indemnify, save and hold harmless LICENSOR, its officers, agents, volunteers and employees, from any and all damages, liability, expenses, judgments, costs, obligations, claims, or lawsuits (including third-party claims) arising out of or from injury to, or death of, any person or damage to any property caused by or alleged to have been caused by any act or omission of LICENSEE or LICENSOR, its officers, agents, employees, volunteers, assignees, lesser or subcontractors or the use of the Premises, Clyde Bland Park, or License Area. Further LICENSOR shall not be responsible for any damage to any Storage Container or loss of any items, equipment or supplies contained or stored therein even if such damage or loss may be due to LICENSOR's negligence.

9. **ACCESS TO LICENSED PROPERTY/CONTAINER.** LICENSEE shall have the right to enter on to the License Area for the purposes of accessing the Storage Container(s), to perform necessary maintenance and repairs, and otherwise comply with the terms of this Agreement. Containers and their contents are subject to inspection by LICENSOR with 24-hours written notice and immediately in the event of an emergency endangering public safety in the reasonable discretion of LICENSOR. No vehicles may enter upon the License Area or Rented Area without prior notification to, and permission from, LICENSOR, in part to coordinate access to ensure no damage is sustained to Clyde Bland Park, including the park turf, field surfaces and irrigation systems. LESSEE shall pay LICENSOR's full costs

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for any damages sustained by vehicle entry by the LICENSEE. This shall also constitute cause for the LICENSOR to terminate this Agreement.

10. **EXTENSION.** By a written amendment to this Agreement signed by LICENSOR and LICENSEE, the Term of this Agreement may be extended for two (2) additional, one-year periods; provided, however, that the LICENSOR may increase the License Fee and that LICENSOR is under no obligation to extend the Term of this Agreement.

11. **TERMINATION OF AGREEMENT.** LICENSOR may terminate this Agreement in the event of any violation by LICENSEE of its obligations hereunder, if LICENSEE fails to cure or remedy such violation within fifteen (15) days after written notice of the violation. In the event of such a termination, LICENSOR shall have no obligation to reimburse LICENSEE for any pre-paid License Fee(s). Additionally, either party may terminate this Agreement by providing at least thirty (30) days advance written notice.

    LICENSEE shall remove the Storage Container(s), at LICENSEE's sole cost, on or before the termination date or expiration of this agreement. Except where such termination is caused by an uncured violation of this License, upon LICENSOR's termination of this Agreement prior to its expiration, any prepaid License Fees for that year shall be refunded to LICENSEE on a pro rata basis. If LICENSEE fails to remove the Storage Container by the termination date or expiration of the Term, LICENSOR shall be permitted to dispose of said container(s) and its contents in any manner it may desire, notwithstanding any provision of the law providing otherwise, and seek recovery of any and all costs and remedies from LICENSEE. LICENSEE shall, within five (5) business days of written demand, reimburse LICENSOR for any costs incurred by LICENSOR to dispose of said container or its contents.

12. **UTILITIES & FACILITIES.** Except where expressly provided herein, LICENSEE is prohibited from using to any of LICENSOR's facilities located on or around the License Area, nor utilities, including, but not limited to, electricity, gas, water or wastewater.

13. **TIME OF PERFORMANCE.** Time is of the essence in the performance of this Agreement and the parties shall strictly adhere to the timing requirements set forth herein.

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

15. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No provision of this Agreement may be modified, waived, amended or added to except by a writing signed by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.

16. **SEVERABILITY.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction, this Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and

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directives stated in this Agreement. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin and each of the parties hereto waive any objections which it may now or hereafter have based on venue and/or *forum non conveniens* of any such suit, action or proceeding, and hereby irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding.

18. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the license of the License Area for the purpose of storage container(s). This Agreement supersedes all prior verbal or written negotiations, representations, or agreements regarding the subject matter of this Agreement.

19. **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 respective party as follows:

To LICENSOR:

Parks & Recreation Director
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6200

To LICENSEE:

West Side Pioneers
John McVey, President
1141 Adam Street
Tracy, CA 95376
(209) 832-7278

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

20. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the LICENSEE and the LICENSOR. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and together shall constitute the Agreement. The exchange of signature pages by facsimile or portable document format (PDF) transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures of the parties hereto transmitted by facsimile or portable document format (PDF) shall be deemed to be their original signatures for all purposes.

21. **Compliance with Laws.** In connection with this Agreement, LICENSEE shall comply with all federal, state and municipal laws, ordinances, codes, orders, rules and regulations and all covenants, conditions and restrictions of record, applicable to its use of the License

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Area. Upon notice from any applicable state, county or local authorities of any code violations attributable to LICENSEE's use of the License Area, LICENSEE agrees to remedy such violations at its sole cost and expense. LICENSEE shall ensure that no liens are placed on the License Area as a result of any activities related to this Agreement and shall promptly cause any such liens which may occur to be removed at LICENSEE's sole cost and expense.

22. **No Recordation.** This Agreement shall not be recorded in the San Joaquin County Official Records, other office or place of public record and it is intended that the covenants, conditions, restrictions, rights and obligations set forth herein shall not run with the land. If either party records this Agreement or cause or permit the same to be recorded, the other party may, at its option, elect to treat such act as a default by the recording party under this Agreement.

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

City of Tracy, a Municipal Corporation

By: DocuSigned by: Midori Lichtwardt
5E9620641242428...
Midori Lichtwardt
Title: City Manager

Date: 8/19/2024 | 7:03 PM PDT

LICENSEE

By: John McVey
Title: President, West Side Pioneers

Date: July 22, 2024

Attest:
DocuSigned by: Adrianne Richardson 8/20/2024 | 7:55 AM PDT
C9C960E26FF741C...
Adrianne Richardson, City Clerk

By: John McVey
Title: Treasurer
Date: July 22, 2024

Approved as to form:

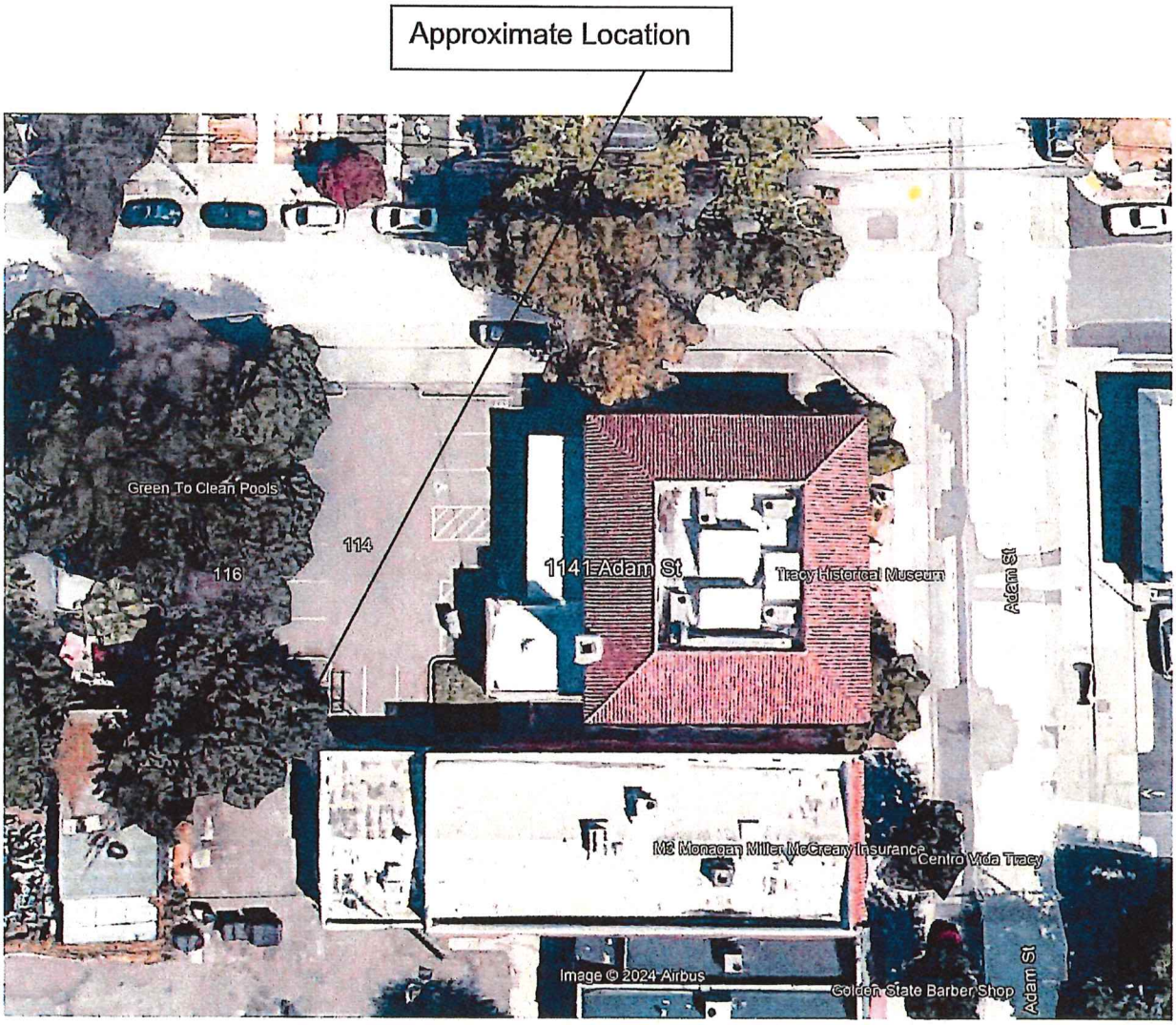
Signed by: kamalpreet Gill 8/15/2024 | 5:37 PM PDT
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Bijal M. Patel, City Attorney

Exhibits: "A" Approximate Location of Container Site

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EXHIBIT "A"

Approximate location of License Area



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AMENDMENT NO. 1
TO STORAGE CONTAINER LICENSE AGREEMENT
WITH WEST SIDE PIONEERS (TRACY HISTORICAL MUSEUM)

This Amendment No. 1 **(Amendment)** to the Storage Container License Agreement between the City of Tracy, a municipal corporation **(City)** and West Side Pioneers, a non-profit corporation **(Licensee)** dated August 20, 2024 **(Agreement)** is entered into as of the date of last signature below. City and Licensee are referred to individually as "**Party**" and collectively as "**Parties.**"

Recitals

A. This Agreement was executed pursuant to Tracy Municipal Code section 2.20.090.

B. The Agreement had an initial term of four months and included an option to extend, annually for an additional two years.

C. The term of the original Agreement expires on December 31, 2024.

Now, therefore, in consideration of the mutual covenants and promises contained herein, 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. **Option to Extend.** Pursuant to Section 10 of the Agreement, the City hereby extends the Term by one additional year and, accordingly, Section 3 of the Agreement is hereby modified to reflect that the Term expires on December 31, 2025.

2. **License Payment Amount.** Licensee shall pay the annual sum of $979.20 ("License Fee") for the placement of one (1) Storage Container measuring 8 ft. wide x 20 ft. length (160 sq. ft.) in the License Area (rate of 51 cents per square footage of the ground area that the two containers occupy) for the term of the Agreement. Licensee shall make the License Fee payment within five (5) business days of the Effective Date of this Amendment. Subject to the term being extended, each subsequent year of the Term, Licensee shall pay Licensor the License Fee on or before January 31.

   All payments due to the City hereunder (including the License Fee) shall be made by check payable to the "City of Tracy" and sent or delivered to:

   Finance Department
   City of Tracy
   333 Civic Center Plaza
   Tracy, CA 95376

3. **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.

4. **Insurance.** Licensee, at its sole expense, shall maintain in full force and effect throughout the term of this Agreement one million dollars ($1,000,000) in General Liability Insurance, insuring not only the Licensee, its officers, agents, employees, volunteers, assignees, licensees, and subcontractors, if any, but also, the City, its officers, elected officials, agents, volunteers, and employees. If Licensee will be accessing City property and will

Docusign Envelope ID: 2692FC94-7F19-4CA3-8483-991C787BBF9A

Docusign Envelope ID: 78EE8EBC-E753-4902-9B2A-361CCF995A32

use an automobile in any phase of their execution of this agreement, Licensee will also be required to maintain auto liability coverage for owned autos, or if Licensee has no owned autos, hired and non-owned autos, with a limit no less than $1,000,000 per accident for bodily injury and property damage.

Said policy or policies of insurance, shall include an endorsement naming the City of Tracy and its officers, elected officials, agents, volunteers, and employees as additionally insured. Evidence of said insurance shall be provided through a certificate of insurance presented to the City within five (5) business days of the Effective Date and within two (2) business days of any written request for evidence of insurance.

5. **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.

6. **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.

6. **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 herein.

City of Tracy

DocuSigned by:
By: Karin Schnaider
2DC0567D000F45E...
For Midori Lichtwardt
Title: City Manger
Date: 11/25/2024 | 4:52 PM PST

Attest:
DocuSigned by:
By: Adrianne Richardson 11/25/2024 | 5:43 PM PST
C9C060E26FF741C...
Adrianne Richardson, City Clerk

Approved as to form
Signed by:
By: Kamalpreet Gill 11/25/2024 | 12:07 PM PST
954520B04705424...
FOR Bijal Patel, City Attorney

West Side Pioneers, a nonprofit corporation

By: John McVey
Title: President / CEO
Date: 11-11-24

By: John McVey
Title: Treasurer
Date: 11-11-24

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE WEST SIDE PIONEER ASSOCIATION (WSPA)

I. **PARTIES:** This Memorandum of Understanding (hereinafter "MOU") is made by and between the City of Tracy (hereinafter "CITY"), a municipal corporation, and West Side Pioneer Association (hereinafter "WSPA"), a non-profit public benefit California Corporation.

II. **RECITALS:** WSPA was formed and organized for the purpose of, among other things, collecting, preserving and displaying historical locations, artifacts and information as it pertains to the Tracy area. Its activities include, but are not limited to, developing and implementing the museum and its programs which foster the broadest possible public use of the museum.

The City Council recognizes WSPA as a partner with the CITY to manage and operate the Tracy Historical Museum and Historical Lammersville Schoolhouse. WSPA recognizes this relationship and embraces its responsibility to keep the Museum and Schoolhouse open and available to the public to the greatest extent possible with docents.

III. **RESPONSIBILITIES:** It is agreed by and between the parties hereto that each party have the following responsibilities:

A. CITY shall:

1. Provide the building for the Tracy Historical Museum at 1141 Adam Street (hereinafter referred to as "MUSEUM") and Historical Lammersville Schoolhouse in Clyde Bland Park (hereinafter referred to as "SCHOOLHOUSE"), hereinafter collectively referred to as the "PREMISES."

2. As owner of the PREMISES, CITY shall maintain the buildings in a clean and operable condition. This will include janitorial service and necessary tasks such as once a week restroom cleanings, re-stocking of supplies, dusting and mopping floors, and cleaning windows, as necessary. CITY shall pay reasonable costs of basic utilities for WSPA time of usage. Basic utilities are defined as water, sewer, gas, alarm system monthly service charge, electricity, garbage and required maintenance. All other cleaning and utilities costs will be discussed annually through the City's budget process and shall only be paid for reasonable and responsible usage.

3. Allow the WSPA to hold monthly club meetings at the Lolly Hansen Senior Center, 375 East Ninth Street, at no charge, limited to one (1) three-hour meeting one (1) day per month. No meetings shall be held at the Center in June, July, or August. CITY shall allow use of the Tracy Community Center on one (1) day in June at no charge.

4. Use its V.I.T.A.L. ("Volunteers in Tracy Actively Linked") program to provide a support system to actively staff PREMISES in cooperation with WSPA volunteers.

5. Coordinate scheduling and usage of the facilities with other groups or agencies that shall be authorized to use the facilities, in cooperation with WSPA.

6. Provide locks and keys for the PREMISES. WSPA shall not change the locks. CITY shall have the right to enter the PREMISES for the purpose of inspection, and to utilize the facility for agreed upon uses between the CITY and WSPA.

B. **WSPA shall:**

1. Use its own funds to operate the MUSEUM which includes but is not limited to providing artifacts, building displays, and installing special lighting, installation of a standard CITY approved alarm system, and equipment that will enhance the public's experience in the use of the PREMISES. Also, provide funding and/or volunteer/donated services, and furnish supplies, as needed.

2. Enlist and train volunteers to serve as docents to keep the PREMISES open as much as possible.

3. Receive local school classes at the SCHOOLHOUSE on days and times of choice and instruct on the history of the Tracy area at the MUSEUM.

4. Not sublet or make agreements for facility use with any other organization without prior approval from the City Council.

5. Work with the Tracy Area Genealogical Society ("TAGS") and develop both formal and informal working relationships for facility operations and coordination of each group's agreement with the CITY for usage of the MUSEUM.

6. Enlist and train volunteers to serve as teachers and docents in the SCHOOLHOUSE. Establish rules and requirements of conduct for students and teachers while using the SCHOOLHOUSE. Maintain a record of and schedule for those who want to reserve the SCHOOLHOUSE for their class to experience "A School Day in 1876" event.

7. Coordinate with the Parks and Community Services Department to host and coordinate uses and events as determined by the CITY and WSPA at the PREMISES to expand public access to the PREMISES and educate the community at large about the PREMISES and services offered.

8. Provide an authorized representative at the PREMISES during WSPA operations, functions and activities.

9. Use the PREMISES to further the historical image of the community of Tracy as an attractive, culturally cognizant community.

10. Agree to coordinate operations, such as hours of operation, and other functions at both sites with the Parks and Community Services Department and provide an annual program and annual report to the Parks and Community Services Department by September 1 of each year. The annual program and annual report shall be subject to approval of the CITY and shall include, at a minimum, the following elements:

a. The operations, method of operation, hours of operation, educational programs, monthly club meetings, goals, objectives, participation and operational data and other functions and activities to be performed on the PREMISES for the following year. Acceptable functions may include developing and maintaining exhibits, displaying exhibits, exhibit receptions, collections management, record keeping, facility development, and historical education programs.

b. An outline of all programs and functions performed on the PREMISES during the previous year.

11. At its sole expense, WSPA shall maintain in full force and effect throughout the term of this MOU One Million Dollars ($1,000,000) in General Liability Insurance, from an Insurer licensed by the State of California and authorized to provide insurance in California, insuring not only WSPA, its officers, agents, employees, volunteers, assignees, licensees and subcontractors, if any, but also the CITY, its officers, elected officials, agents, volunteers, and employees. Said policy or policies of insurance shall include an endorsement naming the City of Tracy and its officers, elected officials, agents, volunteers, and employees as additionally insured. Evidence of said insurance shall be provided through a certificate of insurance presented to the CITY. WSPA shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the CITY should the policy be cancelled before the expiration date. For the purpose of these notice requirements, any material change in the policy prior to the expiration shall be considered a cancellation.

12. WSPA shall be solely responsible for maintaining security of the PREMISES, including security of all personal property located on the PREMISES. Any damage to or loss of personal property during the term of this MOU shall be the responsibility of WSPA, and WSPA shall indemnify the CITY for any such damage or loss in accordance with the terms of this MOU. Security for TAGS office space and TAGS' personal property shall be the responsibility of TAGS and the indemnity provisions of this paragraph shall not extend to damage or loss of TAGS' personal property provided such damage or loss is not caused by WSPA.

13. In partnership with the CITY, provide general management of all activities, operations and maintenance on the PREMISES.

C. **Indemnity, Defense, and Hold Harmless Agreement:**

1. WSPA shall indemnify, defend, and hold harmless the 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 or arising out of the performance of this MOU by WSPA or WSPA's agents, representatives, contractors, subcontractors, or employees. CITY shall indemnify, defend, and hold harmless WSPA, 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 or arising

out of the performance of this MOU by CITY's agents, representatives, contractors, subcontractors, or employees.

2. This MOU shall be subject to any and all policies, regulations and ordinances of the City of Tracy.

IV. **TERM:** This MOU shall take effect on February 19, 2008, for a term of five (5) years. This MOU will renew automatically on an annual basis (i.e., for one [1] year terms) unless either of the parties provide written notice of non-renewal to the other party not less than ninety (90) days prior to the expiration of each term.

V. **AMENDMENTS:** This MOU may be amended only in writing and the amendment must be approved by the City Council and WSPA.

VI. **DESIGNATED REPRESENTATIVES:** For the purposes of administering the MOU, the President of WSPA and the Director of Parks and Community Services for the City of Tracy shall act as representatives for their respective organizations.

VII. **NOTICES:**

City of Tracy
Parks and Community Services Director
400 East 10th Street
Tracy, CA 95376

West Side Pioneer Association
Attn.: Onalee Koster, President
P.O. Box 117
Tracy, CA 95378

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

VIII. **ENTIRE AGREEMENT:** This MOU constitutes the entire agreement between the CITY and WSPA.

IX. **SIGNATURES:** The individuals executing this MOU represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this MOU on behalf of the respective legal entities of WSPA and the CITY. This MOU shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

CITY OF TRACY

Brent H. Ives
Mayor

Brent H. Ives

Date: 2/29/08

WEST SIDE PIONEERS

Onalee Koster
President

Onalee Koster

Date: Feb. 4, 2008

ATTEST:

Sandra Edwards

City Clerk

Date: 3.3.08

Approved as to Form:

Deputy City Attorney

AMENDMENT 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE WEST SIDE PIONEER ASSOCIATION (WSPA)

RECITALS

A. This Amendment 1 (hereinafter "AMENDMENT") to the Memorandum of Understanding (hereinafter "MOU") is made by and between the City of Tracy (hereinafter "CITY"), a municipal corporation, and West Side Pioneer Association (hereinafter "WSPA"), a non-profit public benefit California Corporation.

B. The Historical Lammersville Schoolhouse referenced in the MOU as "SCHOOLHOUSE" is uninhabitable due to fire damage. In order to allow WSPA access to an interim facility, the parties wish to amend the MOU.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Incorporation by Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the MOU, unless specifically modified by this Amendment. All terms and conditions set forth in the MOU which are not specifically modified by this Amendment shall remain in full force and effect.

2. **Terms of Amendment.** The following language is hereby added to the MOU under Section No. III.A.7: *"Until such time as the SCHOOLHOUSE is deemed occupiable by City's Building Safety and Fire Prevention Division, references to SCHOOLHOUSE in this MOU (other than those in this section) shall be replaced with Conference Room 105 and space in one storage room to store school supplies at the Transit Station located at 50 East Sixth Street (hereinafter referred to as "TRANSIT STATION"). Notwithstanding any other provisions in the MOU, the TRANSIT STATION shall be used from 8:00am to 12:00pm Tuesday through Friday from March 19, 2014, until the SCHOOLHOUSE is deemed occupiable by City's Building Safety and Fire Prevention Division."*

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

4. **Signatures.** The individuals executing this MOU represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this MOU on behalf of the respective legal entities of WSPA and the CITY. This MOU shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

CITY OF TRACY

By: _____
Brent H. Ives
Title: Mayor
Date: 4/1/14

WEST SIDE PIONEERS

By: _____
Larry Gamino
Title: President
Date: 2/27/14

By: Wes Huffmann
Wes Huffmann
Title: Treasurer
Date: 3-3-2014

ATTEST:

By: Sandra Edwards
Sandra Edwards
Title: City Clerk
Date: 4-2-14

APPROVED AS TO FORM:

By:
Bill Sartor, Assistant City Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRACY AND
THE WEST SIDE PIONEER ASSOCIATION (WSPA)

I. **PARTIES:** This Memorandum of Understanding (hereinafter "MOU") is made by and between the City of Tracy (hereinafter "CITY"), a municipal corporation, and West Side Pioneer Association (hereinafter "WSPA"), a non-profit public benefit California Corporation.

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The City Council recognizes WSPA as a partner with the CITY to manage and operate the Tracy Historical Museum and Historical Lammersville Schoolhouse. WSPA recognizes this relationship and embraces its responsibility to keep the Museum and Schoolhouse open and available to the public to the greatest extent possible with docents.

III. **RESPONSIBILITIES:** It is agreed by and between the parties hereto that each party have the following responsibilities:

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2. As owner of the PREMISES, CITY shall maintain the buildings in a clean and operable condition. This will include janitorial service and necessary tasks such as once a week restroom cleanings, re-stocking of supplies, dusting and mopping floors, and cleaning windows, as necessary. CITY shall pay reasonable costs of basic utilities for WSPA time of usage. Basic utilities are defined as water, sewer, gas, alarm system monthly service charge, electricity, garbage and required maintenance. All other cleaning and utilities costs will be discussed annually through the City's budget process and shall only be paid for reasonable and responsible usage.

3. Allow the WSPA to hold monthly club meetings at the Lolly Hansen Senior Center, 375 East Ninth Street, at no charge, limited to one (1) three-hour meeting one (1) day per month. No meetings shall be held at the Center in June, July, or August. CITY shall allow use of the Tracy Community Center on one (1) day in June at no charge.

4. Use its V.I.T.A.L. ("Volunteers in Tracy Actively Linked") program to provide a support system to actively staff PREMISES in cooperation with WSPA volunteers.

5. Coordinate scheduling and usage of the facilities with other groups or agencies that shall be authorized to use the facilities, in cooperation with WSPA.

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2. Enlist and train volunteers to serve as docents to keep the PREMISES open as much as possible.

3. Receive local school classes at the SCHOOLHOUSE on days and times of choice and instruct on the history of the Tracy area at the MUSEUM.

4. Not sublet or make agreements for facility use with any other organization without prior approval from the City Council.

5. Work with the Tracy Area Genealogical Society ("TAGS") and develop both formal and informal working relationships for facility operations and coordination of each group's agreement with the CITY for usage of the MUSEUM.

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8. Provide an authorized representative at the PREMISES during WSPA operations, functions and activities.

9. Use the PREMISES to further the historical image of the community of Tracy as an attractive, culturally cognizant community.

10. Agree to coordinate operations, such as hours of operation, and other functions at both sites with the Parks and Community Services Department and provide an annual program and annual report to the Parks and Community Services Department by September 1 of each year. The annual program and annual report shall be subject to approval of the CITY and shall include, at a minimum, the following elements:

a. The operations, method of operation, hours of operation, educational programs, monthly club meetings, goals, objectives, participation and operational data and other functions and activities to be performed on the PREMISES for the following year. Acceptable functions may include developing and maintaining exhibits, displaying exhibits, exhibit receptions, collections management, record keeping, facility development, and historical education programs.

b. An outline of all programs and functions performed on the PREMISES during the previous year.

11. At its sole expense, WSPA shall maintain in full force and effect throughout the term of this MOU One Million Dollars ($1,000,000) in General Liability Insurance, from an Insurer licensed by the State of California and authorized to provide insurance in California, insuring not only WSPA, its officers, agents, employees, volunteers, assignees, licensees and subcontractors, if any, but also the CITY, its officers, elected officials, agents, volunteers, and employees. Said policy or policies of insurance shall include an endorsement naming the City of Tracy and its officers, elected officials, agents, volunteers, and employees as additionally insured. Evidence of said insurance shall be provided through a certificate of insurance presented to the CITY. WSPA shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the CITY should the policy be cancelled before the expiration date. For the purpose of these notice requirements, any material change in the policy prior to the expiration shall be considered a cancellation.

12. WSPA shall be solely responsible for maintaining security of the PREMISES, including security of all personal property located on the PREMISES. Any damage to or loss of personal property during the term of this MOU shall be the responsibility of WSPA, and WSPA shall indemnify the CITY for any such damage or loss in accordance with the terms of this MOU. Security for TAGS office space and TAGS' personal property shall be the responsibility of TAGS and the indemnity provisions of this paragraph shall not extend to damage or loss of TAGS' personal property provided such damage or loss is not caused by WSPA.

13. In partnership with the CITY, provide general management of all activities, operations and maintenance on the PREMISES.

C. **Indemnity, Defense, and Hold Harmless Agreement:**

1. WSPA shall indemnify, defend, and hold harmless the 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 or arising out of the performance of this MOU by WSPA or WSPA's agents, representatives, contractors, subcontractors, or employees. CITY shall indemnify, defend, and hold harmless WSPA, 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 or arising

out of the performance of this MOU by CITY's agents, representatives, contractors, subcontractors, or employees.

2. This MOU shall be subject to any and all policies, regulations and ordinances of the City of Tracy.

IV. **TERM:** This MOU shall take effect on February 19, 2008, for a term of five (5) years. This MOU will renew automatically on an annual basis (i.e., for one [1] year terms) unless either of the parties provide written notice of non-renewal to the other party not less than ninety (90) days prior to the expiration of each term.

V. **AMENDMENTS:** This MOU may be amended only in writing and the amendment must be approved by the City Council and WSPA.

VI. **DESIGNATED REPRESENTATIVES:** For the purposes of administering the MOU, the President of WSPA and the Director of Parks and Community Services for the City of Tracy shall act as representatives for their respective organizations.

VII. **NOTICES:**

City of Tracy
Parks and Community Services Director
400 East 10th Street
Tracy, CA 95376

West Side Pioneer Association
Attn.: Onalee Koster, President
P.O. Box 117
Tracy, CA 95378

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

VIII. **ENTIRE AGREEMENT:** This MOU constitutes the entire agreement between the CITY and WSPA.

IX. **SIGNATURES:** The individuals executing this MOU represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this MOU on behalf of the respective legal entities of WSPA and the CITY. This MOU shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

CITY OF TRACY

Brent H. Ives
Mayor

Brent H. Ives

Date: 2/29/08

WEST SIDE PIONEERS

Onalee Koster
President

Onalee Koster

Date: Feb. 4, 2008

ATTEST:

Sandra Edwards

City Clerk

Date: 3.3.08

Approved as to Form:

Deputy City Attorney

CERTIFICATE OF INSURANCE

This certifies that ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
☒ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
insures the following policyholder for the coverages indicated below:

Name of policyholder: Westside Pioneers

Address of policyholder: PO Box 117

Tracy, CA 95378

Location of operations: 1141 Adam street, Tracy, CA 95376

Description of operations

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
90-W2-7730-	Comprehensive Business Liability	2-1-08	2-1-09	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Underground Hazard Coverage ☐ Personal Injury ☐ Advertising Injury ☐ Explosion Hazard Coverage ☐ Collapse Hazard Coverage ☐ General Aggregate Limit applies to each project ☐ ☐			Each Occurrence $1,000,000 General Aggregate $2,000,000 Products - Completed Operations Aggregate $
	EXCESS LIABILITY ☐ Umbrella ☐ Other	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence $ Aggregate $
	Workers' Compensation and Employers Liability			Part 1 STATUTORY Part 2 BODILY INJURY Each Accident $ Disease Each Employee $ Disease - Policy Limit $
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 25 days before cancellation. If, however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder
Additional Insured;

City of Tracy
325 W 10th St
Tracy, CA 95376

Signature of Authorized Representative

AGENT
Title

1-22-08
Date

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AMENDMENT 2 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE WEST SIDE PIONEERS ASSOCIATION

WHEREAS, the West Side Pioneers Association (WSPA) is a California non-profit public benefit corporation that operates the Tracy Historical Museum and the Historical Lammersville Schoolhouse; and

WHEREAS, on September 16, 2008, the City Council of the City of Tracy approved an evergreen Memorandum of Understanding (MOU) with WSPA to formalize a partnership for the operation and maintenance of the Tracy Historical Museum and Historical Lammersville Schoolhouse; and

WHEREAS, on May 6, 2014, the City Council approved Amendment 1 to the MOU to authorize the temporary use of Transit Station Conference Room 105 during fire-related repairs at the Historical Lammersville Schoolhouse; and

WHEREAS, on August 19, 2024, WSPA entered into two License Agreements with the City for the placement of one storage container at the Tracy Historical Museum to support the operation and preservation of artifacts and portable restrooms at Clyde Bland Park to support programming needs; and

WHEREAS, Amendment 2 to the MOU consolidates the original MOU, Amendment 1, and the License Agreements into one agreement, removes the evergreen renewal and extends the term of the partnership for five (5) years, and incorporates provisions for continued use of City property and facilities for historical programming purposes; and

WHEREAS, the City Council finds that continued collaboration with WSPA aligns with the City's goals for cultural preservation, community engagement, and educational programming.

RESOLVED: That the City Council of the City of Tracy hereby approves Amendment 2 to the Memorandum of Understanding between the City of Tracy and the West Side Pioneers Association.

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

The foregoing Resolution 2025- _____ was adopted by the Tracy City Council on the 17th 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 QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 17, 2025

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving:

A) **Amendment No.2 to the Professional Service Agreement with Ruggeri-Jensen-Azar Inc., for additional design services to address construction phases of the Corral Hollow Road Widening from Parkside Drive to Linne Road Project, Capital Improvement Project 73144, increasing the compensation by $315,000 for a total revised contract not-to-exceed amount of $1,534,500.**

B) **Amendment No.1 to the Professional Service Agreement with Ruggeri-Jensen-Azar Inc., for additional design services to address construction phasing and Federal Aviation Administration concerns of the Corral Hollow Road Widening from Linne Road to California Aqueduct Project, Capital Improvement Project 73161, increasing the compensation by $832,000 for a total revised contract not-to-exceed amount of $2,527,000.**

EXECUTIVE SUMMARY

This agenda item, with City Council approval, would approve Amendment No.2 to the Professional Services Agreement (PSA) with Ruggeri-Jensen-Azar Inc.,(RJA) Consultant for Additional Services To Address Construction Phases of the Corral Hollow Road Widening From Parkside Drive to Linne Road Project, Capital Improvement Project 73144 (CIP 73144), increasing the compensation by $315,000 for a total revised contract not-to-exceed amount of $1,534,500. This item would also approve Amendment No.1 to the PSA with Ruggeri-Jensen-Azar Inc. for additional design services to address construction phasing and Federal Aviation Administration (FAA) concerns of the Corral Hollow Road Widening from Linne Road to California Aqueduct Project, Capital Improvement Project 73161 (CIP 73161), increasing the compensation by $832,000 for a total revised contract not-to-exceed amount of $2,527,000.

BACKGROUND AND LEGISLATIVE HISTORY

The Corral Hollow Road Widening from Parkside Drive to Linne Road Project is an approved Capital Improvement Project under CIP 73144. CIP 73144 involves improvements to widen Corral Hollow Road from the existing two lanes to four lanes, with a median island and pedestrian facilities. The project extends through both the City of Tracy and San Joaquin County, impacting ranchettes and residential developments.

On March 21, 2017, the City Council approved PSA with RJA for design services to widen Corral Hollow Road from Parkside Drive to Linne Road under CIP 73144 for a total not-to-exceed amount of $1,104,000 pursuant to Resolution No. 2017-057.

Contract Amendment No.1 to the CIP 73144 PSA was executed on August 20, 2019, under Resolution No. 2019-167 for additional scope for this project on a time and material basis not to exceed $115,500. The contract was revised to a total not-to-exceed amount of $1,219,500.

The Corral Hollow Road Widening Project, CIP 73161, is a roadway improvement initiative that will expand Corral Hollow Road from a two-lane road to a four-lane major arterial. The Tracy

Hills Development (Developer) is responsible for funding the design and construction of the improvements from Linne Road to the southernmost boundary of the Tracy Hills Specific Plan (THSP). This project includes segments constructed by the City and Developer, featuring road widening, multimodal transportation enhancements, the addition of a Class I trail, and adjustments to ensure that operations at Tracy Municipal Airport are not affected. Various sub-project areas are anticipated within the project based on the timing of development and triggers in the THSP. In some phases of the project, the Developer may complete construction as part of their off-site improvements, such as the frontage along Tracy Hills Phases 1A, 2A, and the Hillview developments. The Developer, in collaboration with Staff, is working to fund the improvements through grants, impact fees, and other alternative funding sources for improvements in other areas.

On December 19, 2017, the City Council approved a PSA with RJA for design services to widen Corral Hollow Road from Linne Road to I-580 CIP 73161 for a total not to exceed amount of $1,695,000.00 pursuant to Resolution No. 2017-265.

The original contract of RJA with the City for CIP 73161 was from Linne to Interstate 580 (I-580). RJA Consultant began working on a set of plans that encompassed the original scope. Shortly after, the portion south of the California Aqueduct to I-580 was removed from the RJA scope and placed into its own set of improvement plans. The credit for the removal of this segment's services has been included in Amendment No. 1.

ANALYSIS

The extent of the improvement limits for CIP 73144 and the proposed Corral Hollow Road Street section were revised to address construction phasing. To address the construction phasing, additional work is required that includes revisions to the previously prepared improvement plans, prepare and update the CAD base file, showing the new limit of design and the revised street sections, adjust the limit of work, preparing and engineer's opinion probable construction costs and revise the specification, provide bidding and construction bidding and construction support, Additional coordination. Revise street light plans and traffic signal plans—additional project management, agency, and franchise utility coordination. For a comprehensive scope of work, see Attachment A.

The extent of the improvement limits for CIP 73161 and the proposed CHR street section were revised to address construction phasing. To address additional work for the construction phasing and also to address the Federal Aviation Administration’s (FAA) concerns about the CIP 73161 project, an amendment to the existing PSA with RJA is required to accommodate this additional work and address concerns from the FAA. The additional work includes revisions to the previously prepared improvement plans, design survey, supplemental topo, additional potholing, revision of plats and legals, updating the design CAD base, revising civil plan sheets, conducting a geotechnical investigation, revising landscape and irrigation plans, street light plans, specifications, additional meetings, and coordination. A full scope of work is attached as Attachment B.

To accommodate the additional work necessary as outlined, amendments to the existing PSA’s for CIP 73144 and CIP 73161 with RJA are required to move the projects to construction and accommodate the additional works outlined.
Staff negotiated with the RJA to provide a revised scope of work to perform the additional services for CIP 73144 on a time and material basis resulting in a not-to-exceed additional

amount of $315,000. The revised contract will have a not-to-exceed amount of $1,534,500. Staff recommends that the City Council approve Amendment No. 2 to the PSA with RJA for CIP 73144 to perform these services.

For CIP 73161, Staff negotiated with RJA Consultant to provide these additional services for this project on a time and material basis, in the amount not to exceed $832,000. The revised contract will have a not-to-exceed amount of $2,527,000. Staff recommends that the City Council approve Amendment No. 1 to the PSA with the RJA to complete these services.

FISCAL IMPACT

Corral Hollow Road Widening from Parkside Drive to Linne Road under CIP 73144 is an approved Capital Project with a budget of $7,995,257 and has a current unallocated budget of $2,581,249. There are sufficient funds available for the design phase of this project to accommodate the increase requested under the PSA Amendment No. 2 with RJA. No additional appropriations are needed.

Current CIP 73144 Project Costs are as Follows:

Funding Source	Budget	Expensed/ Committed	Balance
242 - Measure K	$ 3,000,000	$ 2,980,956	$ 19,044
245 - Gas Tax	$ 82,735	$ 80,000	$ 2,735
331 - Ellis Area Traffic	$ 786,110	$ -	$ 786,110
363 - TIMP traffic	$ 2,871,587	$ 2,195,436	$ 676,151
375 - CORE Traffic	$ 1,097,209	$ -	$ 1,097,209
392 - Reg Transport Impact	$ 157,616	$ 157,616	$ -
Current Budget	$ 7,995,257	$ 5,414,008	$ 2,581,249

Corral Hollow Road Widening from Linne Road to the CA Aquaduct under CIP 73161 is an approved Capital Project in coordination with Developer funding. Amendment No. 1 for the CIP 73161 PSA will be funded through the Developer's Cost Recovery Agreement.

COORDINATION

The City's Engineering Division coordinated with several stakeholders, including San Joaquin County, SJCOG, and public and private utility companies.

CEQA DETERMINATION

On February 20, 2018, the City of Tracy adopted the Mitigated Negative Declaration for CIP 73144 to reconstruct and widen an approximately 2-mile segment of Corral Hollow Road from two lanes to four lanes (State Clearing House (SCH) # 2017102075) per Resolution No. 2018-029. This specific Project was within the scope of the previously adopted California Environmental Act (CEQA) document, and there is no new information or modifications that warrant a Subsequent or Supplemental CEQA document pursuant to CEQA Guidelines Section 15162.

For CEQA of CIP 73161, in 2022, the Consultant prepared an IS/MND Anju Pilai, former Senior Civil Engineer for the City of Tracy, was preparing to take the IS/MND for formal adoption. However, the City Attorney indicated that the project was already covered under the Tracy Hills EIR and did not require another CEQA approval.

STRATEGIC PLAN

Both projects seek to enhance the City Council's Strategic Priority for Quality of Life through advanced 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 approving:

A) Amendment No.2 to the Professional Service Agreement with Ruggeri-Jensen-Azar Inc., for additional design services to address construction phases of the Corral Hollow Road Widening from Parkside Drive to Linne Road Project, CIP 73144, increasing the compensation by $315,000 for a total revised contract not to exceed amount of $1,534,500.

B) Amendment No.1 to the Professional Service Agreement with Ruggeri-Jensen-Azar Inc., for additional design services to address construction phasing and Federal Aviation Administration concerns of the Corral Hollow Road Widening from Linne Road to California Aqueduct Project, CIP 73161, increasing the compensation by $832,000.00 for a total revised contract not to exceed amount of $2,527,000.

Prepared by: Habibullah Habib, PE, Associate Civil Engineer

Reviewed by: Lauren Gonzalez, Management Analyst II
Sharat Bandugula, PE, Assistant City Engineer
Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Amendment No.2 to the CIP 73144 PSA with Ruggeri-Jensen-Azar Inc.
Attachment B – Amendment No.1 to the CIP 73161 PSA with Ruggeri-Jensen-Azar Inc.

CITY OF TRACY
Amendment No. 2
To Professional Services Agreement
For
Corral Hollow Road Widening from Parkside Drive to Linne Road Project, CIP 73144

This Amendment No. 2 (**Amendment**) to the Professional Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Ruggeri-Jensen-Azar Inc. (**Consultant**) dated March 21, 2017 (**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 Agreement was executed pursuant to the authority granted in Resolution No. 2017-057 approved by the Tracy City Council on March 21, 2017.

B. City and Consultant amended (amendment no.1) the agreement to include additional design services and increased compensation by $115,500 for a total contract not to exceed amount of $1,219,500. Amendment no.1 was approved by City Council under Resolution No. 2019-167 on August 20, 2019.

C. City and Consultant now seek to amend the agreement to provide additional services on a time and material basis, in the amount not to exceed $315,000. The revised contract amount will not exceed $1,534,500.

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.** Section 3.1 of the Agreement is hereby modified to reflect that the Compensation is a total not-to-exceed amount of $1,534,500 (one million five hundred thirty-four thousand five hundred dollars). In addition to all services identified under this Agreement(Amendment No.2), the Consultant is responsible for completing all tasks identified under the original Agreement and Amendment No.1.

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

By: _____
Midori Lichtwardt

Title: City Manager

Date: _____

Consultant: Ruggeri-Jensen-Azar Inc.

By: _____

Title: President

Date: 5/22/2025

Federal Tax Employer ID No. 77-0404780

Attest:

By: _____
April B.A. Quintanilla, City Clerk

By: _____

Title: Corporate Secretary
Date: 5/22/2025

Approved as to form.

By: _____
Andrew Shen, Interim City Attorney

AMENDMENT TO EXISTING CONTRACT

(Addition to existing Scope of Work)

Client: Sharat Bandugula
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Date: April 9, 2025
Job No: 175003
Amendment No: 2

This Amendment is made to the contract between Ruggeri-Jensen-Azar (RJA) and the City of Tracy, dated January 18, 2017, for the Corral Hollow Road Widening Project Parkside to Linne Road (CIP 73144), RJA Job No 175003.

The extent of the improvements limits for CIP 73144 and the proposed CHR street section were revised to address construction phasing which required the following revisions to the previously prepared improvement plans

Item	Description	Additional Fee
A.	Roadway Improvements	
	1. Update Design CAD Base The Consultant will prepare an updated CAD base file to show the new limit of design and the revised street section. The new base will be provided to the landscape architect, street light and traffic signal light consultant & PG&E.	$15,000
	2. Roadway Improvement/Fine Grading/Conform Plans Revise civil plan sheets as required by Corral Hollow Road revised street section and adjusted limit of work.	$98,000
B.	Engineer's Opinion of Probable Construction Costs The Consultant will prepare an engineer's opinion of probable construction costs for the Corral Hollow Road revised street section and adjusted limit of work.	$8,000
C.	Specifications The Consultant will revise the specifications for the Corral Hollow Road revised street section and adjusted limit of work.	$5,000
D.	Bid and Construction Support Additional budget to provide bidding and construction support for the Corral Hollow Road revised street section and adjusted limit of work.	$30,000

E. Landscape & Irrigation Plans — $30,000

- Revise landscape & irrigation plans as required by Corral Hollow Road revised street section and adjusted limit of work.
- Additional coordination with design team and City staff during the plans approval process.
- **Exclusions- services do not include design, planting plans, or irrigation plans for any added medians, frontages, or other landscape areas not currently a part of the existing plans.**

F. Street Light Plans — $10,000

Revise street light plans as required by Corral Hollow Road revised street section and adjusted limit of work.

G. Traffic Signal Plans — $8,500

Revise traffic signal plans as required by Corral Hollow Road revised street section and adjusted limit of work.

H. Coordination, Meetings and Management

1. Additional Project Management — $23,000

Additional budget for project management. We have allocated 80 hours of Sr. Project Manager's time for this task.

2. Additional Meetings & Coordination — $23,000

Additional budget for meetings & coordination. We have allocated 80 hours of Sr. Project Manager's time for bi-weekly meetings over the next 1.5 years.

3. Additional Agency Coordination — $23,000

Additional budget for agency coordination. We have allocated 80 hours of Sr. Project Manager's time for this task.

4. Additional Franchise Utility Coordination — $11,500

Additional budget for franchise utility coordination. We have allocated 40 hours of Sr. Project Manager's time for this task.

I. Contract Escalation — $30,000

Contract fees escalation from 2018-2024 to adhere to the project team's current rate schedules. The rate adjustment is 5% per year, per the contract, for a total of 35%.

Total Additional Fee (Items A-I) =	$315,000	
Original Contract Amount =	$1,219,000	1,219,500
New Revised Contract Amount =	$1,534,000	1,534,500

All conditions of the existing Contract apply to this Amendment.

If this Amendment to existing Contract correctly summarizes the work you requested, please sign and return one copy.

Consultant: Ruggeri-Jensen-Azar

By:_____
Alexandar Azar, PE
RCE # 87006
Date: April 9, 2025

Client:

By:_____

Date:_____

4690 CHABOT DRIVE, SUITE 200, PLEASANTON, CA 94588 T: (925) 227-9100 / F: (925) 227-9300 / www.rja-gps.com

CITY OF TRACY
Amendment No. 1
To Professional Services Agreement
For
Corral Hollow Road Widening from Linne Road to I-580
Project, CIP 73161

This Amendment No. 1 (**Amendment**) to the Professional Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Ruggeri-Jensen-Azar Inc. (**Consultant**) dated December 19, 2017 (**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 Agreement was executed pursuant to the authority granted in Resolution No. 2017-265 approved by the Tracy City Council on December 19, 2017.

B. City and Consultant now seek to amend the agreement to provide additional services on a time and material basis, in the amount not to exceed $832,000. The revised contract amount will not exceed $2,527,000.

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.** Section 3.1 of the Agreement is hereby modified to reflect that the Compensation is a total not-to-exceed amount of $2,527,000 (two million five hundred twenty-seven thousand dollars). In addition to all services identified under this Agreement (Amendment No.1), the Consultant is responsible for completing all tasks identified under the original 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.

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

By: _____
Midori Lichtwardt

Title: City Manager

Date: _____

Consultant: Ruggeri-Jensen-Azar Inc.

By: _____

Title: President

Date: 5/22/2025

Federal Tax Employer ID No. 77-0401780

Attest:

By: _____
April B.A. Quintanilla, City Clerk

By: _____

Title: Corporate Secretary
Date: 5/22/2025

Approved as to form.

By: _____
Andrew Shen, Interim City Attorney

RUGGERI-JENSEN-AZAR

ENGINEERS ■ PLANNERS ■ SURVEYORS

AMENDMENT TO EXISTING CONTRACT

(Addition to existing Scope of Work)

Client: City of Tracy
3900 Holly Drive
Tracy, CA 95304

Date: April 9, 2025
Job No: 175031
Amendment No: 1

This Amendment is made to the contract between Ruggeri-Jensen-Azar (RJA) and the City of Tracy, dated January 10, 2018, for the Corral Hollow Road Widening Project (Linne Road to I-580), CIP 73161, RJA Job No 175031.

The extent of the improvements limits for CIP 73161 and the proposed CHR street section along the City of Tracy and Sandhu parcels were revised to address construction phasing and FAA concerns which required the following revisions to the previously prepared improvement plans:

Item	Description	Additional Fee
A.	Design Survey	
	1. Supplemental Topo The Consultant will provide a field survey to update the aerial topographic survey with the newly constructed Corral Hollow Road condition south of the DWR Bridge.	$6,500
	2. Additional Potholing Cost Due to significant increases in subconsultant potholing pricing, the existing potholing budget requires augmentation.	$36,500
B.	Right of Way Acquisition	
	1. Revised Right-of-Way Plats & Legals Provide plats and legal descriptions for the revised right-of-way. We have budgeted for 10 plat & legal descriptions.	$35,000
C.	Roadway Improvements	
	1. Update Design CAD Base The Consultant will prepare an updated CAD base file to show the new limit of design and the revised road section and alignment. The new base will be provided to the landscape architect, street light consultant & PG&E.	$13,000

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2. Roadway Improvement/Fine Grading/Conform Plans — $95,000
Revise civil plan sheets as required by Corral Hollow Road realignment and adjusted limit of work.

D. Geotechnical Investigation — $60,500
- Update foundation report to LRFD design.
- Revise the DWR bridge pile loads and tables.
- Update the DMC bridge pile data table.
- Finalize the revised foundation report.
- Additional meetings & coordination.

E. Additional Structural Engineering

1. California Aqueduct Bridge — $199,000
New technology for spliced/prestressed California Wide Flange girders have allowed the increase in single span structures to allow the removal of the cantilever sections. The redesign of the bridge over the California Aqueduct would result in approximately $2 million in construction cost savings.

2. DMC Bridge — $81,500
Revise the structural plans for the DMC Bridge to conform to the new CHR alignment.

3. Cantilever Retaining Wall at Bridge Approaches — $29,500
Additional cantilever retaining wall design at both bridge approaches.

4. Bidding and Construction Support — $43,500
Bidding and construction support for both bridges.

F. Landscape & Irrigation Plans — $39,500
- Revise landscape & irrigation plans as required by Corral Hollow Road realignment and adjusted limit of work.
- Additional coordination with design team and City staff during the plans approval process.
- **Exclusions- services do not include design, planting plans, or irrigation plans for any added medians, frontages, or other landscape areas not currently a part of the existing plans.**

G. Street Light Plans — $17,500
Revise street light plans as required by Corral Hollow Road realignment and adjusted limit of work.

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H.	Engineer's Opinion of Probable Construction Costs The Consultant will prepare an engineer's opinion of probable construction costs for the Corral Hollow Road realignment and adjusted limit of work.	$8,000
I.	Specifications The Consultant will revise the specifications as require for the Corral Hollow Road realignment and adjusted limit of work.	$7,500
J.	Coordination, Meetings and Management	
	1. Additional Project Management Additional budget for project management. We have allocated 80 hours of Sr. Project Manager's time for this task.	$23,000
	2. Additional Meetings & Coordination Additional budget for meetings & coordination. We have allocated 80 hours of Sr. Project Manager's time for bi-weekly meetings over the next 1.5 years.	$23,000
	3. Additional Agency Coordination Additional budget for agency coordination. We have allocated 80 hours of Sr. Project Manager's time for this task.	$23,000
	4. Additional Franchise Utility Coordination Additional budget for franchise utility coordination. We have allocated 80 hours of Sr. Project Manager's time for this task.	$23,000
K.	Contract Escalation Contract fees escalation from 2018-2024 to adhere to the project team's current rate schedules. The rate adjustment is 5% per year, per the contract, for a total of 35%.	$171,500
	Additional Fee (Items A-K) =	**$936,000**
L.	The following scope will be deleted from original contract:	
	• Assistance with Caltrans programming local assistance.	-$9,600
	• Additional miscellaneous environmental services.	-$14,400
	• Caltrans coordination.	-$10,000
	• Traffic signal design.	-$70,000
	Subtotal Deletions (Item L) =	**-$104,000**
	Total Additional Fee (Items A-L) =	**$832,000**
	Original Contract Amount =	**$1,695,000**
	New Revised Contract Amount =	**$2,527,000**

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All conditions of the existing Contract apply to this Amendment.

If this Amendment to existing Contract correctly summarizes the work you requested, please sign and return one copy.

Consultant: Ruggeri-Jensen-Azar

By:_____

RCE # 87006

Date: April 9, 2025

Client:

By:_____

Date:_____

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APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025- _____

APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH RUGGERI-JENSEN-AZAR INC., FOR ADDITIONAL DESIGN SERVICES TO ADDRESS CONSTRUCTION PHASING AND FEDERAL AVIATION ADMINISTRATION CONCERNS OF THE CORRAL HOLLOW ROAD WIDENING FROM LINNE ROAD TO CALIFORNIA AQUEDUCT PROJECT, CIP 73161, INCREASING THE COMPENSATION BY $832,000.00 FOR A TOTAL REVISED CONTRACT NOT TO EXCEED AMOUNT OF $2,527,000.

WHEREAS, the Corral Hollow Road Widening Project, CIP 73161, is a roadway improvement initiative that will expand Corral Hollow Road from a two-lane road to a four-lane major arterial; and

WHEREAS, this project includes segments constructed by the City and Developer, featuring road widening, multimodal transportation enhancements, the addition of a Class I trail, and adjustments to ensure that operations at Tracy Municipal Airport are not affected; and

WHEREAS, the Tracy Hills Development is responsible for funding the design and construction of the improvements from Linne Road to the southernmost boundary of the Tracy Hills Specific Plan; and

WHEREAS; various sub-project areas are anticipated within the project based on the timing of development and triggers in the Tracy Hills Specific Plan. In some phases of the project, the developer may complete construction as part of their off-site improvements, such as the frontage along Tracy Hills Phase 1A, 2A, and Hillview developments and in other areas, the developer is collaborating with staff to fund the improvements through grants, impact fees, and other sources; and

WHEREAS, on December 19, 2017, the City Council approved a PSA with RJA Consultant for design services to widen Corral Hollow Road from Linne Road to I-580 for a total not to exceed amount of $1,695,000.00 pursuant to Resolution No. 2017-265.The original contract of RJA Consultant with the City for CIP 73161 was from Linne to I-580, RJA Consultant began working on a set of plans that encompassed the original scope; and

WHEREAS, shortly after, the portion south of the California Aqueduct to I-580 was removed from the RJA scope and placed into its own set of improvement plans; and

WHEREAS, The credit for the removal of this segment's services has been included in Amendment No.1; and

WHEREAS, the extent of the improvements limits for CIP 73161 and the proposed CHR street section were revised to address construction phasing and to address additional work for the construction phasing and also to address the Federal Aviation Administration's (FAA) concerns about the CIP 73161 project, an amendment to the existing Professional Services Agreement (PSA) with RJA Consultant is required to accommodate this additional work and address concerns from the FAA; and

WHEREAS, the additional work includes revisions to the previously prepared improvement plans, design survey, supplemental topo, additional potholing, revision of plats and legals, updating the design CAD base, revising civil plan sheets, conducting a geotechnical investigation, revising landscape and irrigation plans, street light plans, specifications, additional meetings, and coordination. A full scope of work is attached as Attachment A; and

WHEREAS, the amendment will be funded through the Developer's Cost Recovery Agreement; and

WHEREAS, Staff negotiated with RJA Consultant to provide these additional services for this project on a time and material basis, in the amount not to exceed $832,000;and

WHEREAS The revised contract amount will not exceed $2,527,000. Staff recommends that the City Council approve Amendment No. 1 to the PSA with the RJA Consultant; and now, therefore, be it

RESOLVED: That the City Council of the City of Tracy, by resolution, hereby Approves Amendment No.1 to the Professional Service Agreement with Ruggeri-Jensen-Azar Inc., for additional design services to address construction phasing and Federal Aviation Administration concerns of the Corral Hollow Road Widening from Linne Road to California Aqueduct Project, CIP 73161, increasing the compensation by $832,000.00 for a total revised contract not to exceed amount of $2,527,000.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on 17th 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 NO 2025- _____

APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH RUGGERI-JENSEN-AZAR INC., FOR ADDITIONAL DESIGN SERVICES TO ADDRESS CONSTRUCTION PHASES OF THE CORRAL HOLLOW ROAD WIDENING FROM PARKSIDE DRIVE TO LINNE ROAD PROJECT, CIP 73144, INCREASING THE COMPENSATION BY $315,000 FOR A TOTAL REVISED CONTRACT NOT TO EXCEED AMOUNT OF $1,534,500.

WHEREAS, the Corral Hollow Road Widening from Parkside Drive to Linne Road Project is an approved Capital Improvement Project under CIP 73144. The Project involves improvements to widen Corral Hollow Road from the existing two lanes to four lanes, with a median island and pedestrian facilities. The project extends through both the City of Tracy and San Joaquin County, impacting ranchettes and residential developments; and

WHEREAS, On March 21, 2017, the City Council approved PSA with RJA Consultant for design services to widen Corral Hollow Road from Parkside Drive to Linne Road for a total not to exceed amount of $1,104,000.00 pursuant to Resolution No. 2017-057; and

WHEREAS, the contract amendment No.1 to the PSA was executed on August 20, 2019, under Resolution No. 2019-167 for additional scope for this Project on a time and material basis not to exceed $ 115,500. The contract was revised to a total not to exceed amount of $1,219,500, and

WHEREAS, the extent of the improvement's limits for CIP 73144 and the proposed Corral Hollow Road street section were revised to address construction phasing. To address the construction phasing, additional work is required that includes revisions to the previously prepared improvement plans, prepare and update CAD base file, to show the new limit of design and the revised street sections, Adjust the limit of work, prepare and engineer's opinion probable construction costs and revise the specification, provide bidding and construction bidding and construction support, Additional coordination. Revise street light plans and traffic signal plans. additional project management, agency, and franchise utility coordination. A full scope of work is attached as Attachment A; and

WHEREAS, Corral Hollow Road Widening from Linne Road to the California Aqueduct under CIP 73161 is an approved Capital Project in coordination with Developer funding. Amendment No. 1 for the CIP 73161 PSA will be funded through the Developer's Cost Recovery Agreement; and

WHEREAS, to provide these additional services, an amendment to the existing Professional Services Agreement (PSA) with RJA Consultant is required to accommodate this additional work; and

WHEREAS, Staff negotiated with the Consultant to provide these additional services for this Project on a time and material basis, in the amount not to exceed $315,000. The revised contract amount will not exceed $1,534,500. Staff recommends that the City Council approve Amendment No. 2 to the PSA with RJA Consultant; and; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy, by resolution, hereby Approves Amendment No.2 to the Professional Service Agreement with Ruggeri-Jensen-Azar Inc., for additional design services to address construction phasing of the Corral Hollow Road Widening from Parkside Drive to Linne Road Project, CIP 73144, increasing the compensation by $315,000 for a total revised contract not to exceed amount of $1,534,500.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on 17th day of June, 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 17, 2025

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting the construction improvements for the Bessie Avenue Reconstruction Project, Capital Improvement Projects 73192, 74166 and 75164, constructed by Tracy Grading and Paving, Inc. as complete, (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, (3) authorizing the City Engineer to release the Improvement Security and Retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080, (4) authorizing the transfer in the amount of $465,355 from General Fund Projects (F301) CIP 73192 to the Annual Pavement Rehabilitation Project CIP 73193, (5) authorizing the transfer in the amount of $354,774 from ARPA (F252) CIP 74166 to the Temporary Emergency Housing Facility 71112, (6) authorizing the transfer in the amount of $316,263 from ARPA (F252) CIP 75164 to Temporary Emergency Housing Facility CIP 71112, and (7) authorizing the Finance Department to the close the Projects.

EXECUTIVE SUMMARY

The recommended action accepts the construction improvements for the Bessie Avenue Reconstruction Project, Capital Improvement Projects (CIP) 73192, 74166, and 75164, constructed by Tracy Grading and Paving, Inc. (Contractor), as complete. The recommended action also authorizes the City Clerk to file a Notice of Completion and authorizes the City Engineer to release the Contractor's Improvement Security and Retention in accordance with the existing contract and Tracy Municipal Code Section 12.36.080.

BACKGROUND AND LEGISLATIVE HISTORY

On June 3, 2023, the City Council approved and awarded a construction contract (Contract), attached hereto as Attachment A, for the Bessie Avenue Reconstruction Project, CIP 73192, 74166, and 75164 (Project). The Contract was awarded to Tracy Grading and Paving Inc., of Tracy, California, in the amount of $4,734,682.00, pursuant to Resolution No. 2023-099. The resolution also authorized the City Manager to approve contract change orders up to the specified contingency amount of $473,468.00, if needed.

In accordance with the Contract and Tracy Municipal Code section 12.36.080, the Contractor furnished improvement securities in the following amounts:

Bond Type	Amount
Faithful Performance Security	$ 4,734,682.00
Labor and Material Security	$4,734,682.00
Warranty Security	$ 473,468.00

ANALYSIS

The Contractor has now completed all work required in accordance with the plans and specifications. The City Engineer has inspected the completed work and confirmed that all work conforms to the Project plans and specifications and has been completed within the time frame of the original contract and approved change orders. Subject to City Council's approval, a Notice of Completion for the CIP will be recorded with the San Joaquin County Recorder's

Office. Filing the Notice of Completion by the City Clerk will finalize acceptance of the Project pursuant to Tracy Municipal Code Section 12.36.110. The Project carries a one-year Warranty Bond for all construction improvements.

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

FISCAL IMPACT

The Bessie Avenue Reconstruction Project, CIP 73192, 74168, and 75164, are approved Capital Improvement Projects with a combined project budget of $7,150,000, with a total project cost of $6,013,628. Cost overruns occurred because the final quantities of some bid items exceeded the estimated quantities. In each case, payment was processed at the accepted unit bid price for that item.

Final costs for the Project, as part of Phase I, were within the approved budget as follows:

A.	Construction Contract Amount	$	4,734,682
B.	Construction Overrun Amount	$	189,644
C.	Contract Change Orders	$	454,984
D.	Design construction management, inspection, testing & miscellaneous project management expenses	$	634,318
	Total Project Costs	$	6,013,628
	Total Budget Amount	$	7,150,000
	Budget Remaining	$	1,136,372

The following table lists current balances remaining in CIP 73192, 74166, and 75164:

CIP	Funding Source	Budget	Expensed	Balance
73192	301 - General Projects	$ 3,500,000	$ 3,034,665	$ 465,335
74166	252 - ARPA	$ 1,900,000	$ 1,545,226	$ 354,774
75164	252 - ARPA	$ 1,750,000	$ 1,433,737	$ 316,263
	Total	$ 7,150,000	$ 6,013,628	$ 1,136,372

The remaining balance from General Projects (F301) in the amount of $465,335 ,CIP 73192,will be transferred into Annual Pavement Rehabilitation Project, CIP 73193. The remaining balance from ARPA (F252) totaling $671,037, CIP 74166 & CIP 75164, will be transferred into the Temporary Emergency Housing Facility, CIP 71112.

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

Coordination took place within the Public Works Department between the Engineering Division, Streets and Forestry, and Operations and Utilities throughout the course of this project.

CEQA DETERMINATION

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

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority by advancing 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, by resolution, (1) accept the construction improvements for the Bessie Avenue Reconstruction Project, Capital Improvement Projects 73192, 74166 and 75164, constructed by Tracy Grading and Paving, Inc. as complete, (2) authorize the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, (3) authorize the City Engineer to release the Improvement Security and Retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080, (4) authorize the transfer in the amount of $465,355 from General Fund Projects (F301) CIP 73192 to the Annual Pavement Rehabilitation Project CIP 73193, (5) authorize the transfer in the amount of $354,774 from ARPA (F252) CIP 74166 to the Temporary Emergency Housing Facility CIP 71112, (6) authorize the transfer in the amount of $316,263 from ARPA (F252) CIP 75164 to Temporary Emergency Housing Facility CIP 71112, and (7) authorize the Finance Department to the close the Projects.

Prepared by: Miguel Hernandez, Construction Project Manager

Reviewed by: Johnathan Mitchell, PE, Interim City Engineer
Gordon MacKay, Interim Public Works Director
Sara Castro, Finance Director
Michael Chen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments: A – Project Contract – Tracy Grading and Paving

Contract

This public works contract ("Contract") is entered into by and between the City of Tracy ("City") and Tracy Grading and Paving, Inc. ("Contractor") for work on the Bessie Ave Reconstruction Project ("Project"), CIP 73192, 74166, 75164.

The parties agree as follows:

1. **Award of Contract**. In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On Council Date of June 6, 2023, City authorized award of this Contract to Contractor for the amount of Contractor's bid.

2. **Contract Documents**. The Contract Documents incorporated into this Contract include and are comprised of all of the following (subject to the order of precedence in Section 3.2 of the General Conditions):

   2.1 Notice Inviting Bids;
   2.2 Instructions to Bidders;
   2.3 Addenda, if any;
   2.4 Bid Proposal and attachments thereto;
   2.5 Contract;
   2.6 Payment, Performance and Warranty Bonds;
   2.7 General Conditions;
   2.8 Special Conditions;
   2.9 Project Drawings and Specifications;
   2.10 Change Orders and Contract amendments, if any;
   2.11 Notice of Award;
   2.12 Notice to Proceed; and
   2.13 The following: No other documents.

3. **Contractor's Obligations.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor Tracy Grading and Paving, Inc., Four million seven hundred thousand thirty-four six hundreds eighty two Dollars ($4,734,682.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. Time for Completion. Contractor will complete the Work for the Project within one-hundred fifty (150) calendar days from the commencement date given in the Notice to Proceed

("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of $2500 for each calendar day of unexcused delay in completion, and the Contract Price will be reduced accordingly.

7. **Labor Code Compliance.**

   7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance. Contractor shall comply with all other applicable federal, state, and local laws, regulations and policies pertaining to labor standards insofar as those laws, regulations and policies apply to the performance of this Contract, including any applicable City employment requirements, including but not limited to, the City's Local Hiring Policy (attached as Exhibit 1 to this Contract).

   7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR.

   7.3 **DIR Registration.** City will not enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code section 1725.5, subject to limited legal exceptions.

8. **Workers' Compensation Certification.** Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

Development Services Department
Attn: Koosun Kim, Interim City Engineer / Ilene Macintire, Senior Civil Engineer
Address: 333 Civic Center Plaza
City/State/Zip: Tracy, CA 95376
Email: Koosun.kim@cityoftracy.org and Ilene.macintire@cityoftracy.org
Copy to: Adrianne Richardson, City Clerk

Contractor:
Obtain from winning Bid Proposal

Name:	Tracy Grading and Paving, Inc.
Address:	5431 W. Grant Line Rd.
City/State/Zip:	Tracy, CA 95304
Phone:	(209) 839-6590
Attn:	Robert Rocha
Email:	robert@tracygradingandpaving.com

12. General Provisions.

12.1 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

12.2 Third Party Beneficiaries. There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

12.3 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Superior Court of San Joaquin County, and no other place.

12.4 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

12.5 Integration; Severability. This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in effect.

12.6 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, at least two signatures are required pursuant to California Corporation Code section 313: (1) one from an officer on the operations side of the corporation (such as president, vice president, chief operating officer, etc.); and (2) one from the finance side of the corporation (such as the chief financial officer, treasurer, etc.) or from the corporate secretary. Alternatively, if only one signature will be obtained from a corporation, attach the corporate resolution authorizing that individual to bind the corporation to contracts.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

s/ Karin Schnaider

Karin Schnaider

~~Midori Lichtwardt~~ Karin Schnaider

Acting Interim City Manager

Date: 7-11-2023

Approved as to form:

s/

Bijal Patel

City Attorney

Date: 7/10/2023

Attest:

s/ _____, City Clerk

Adrianne Richardson

Date: 7/11/2023

CONTRACTOR: Tracy Grading & Paving, Inc

Business Name

s/ _____ Seal:

Robert Rocha, President

Name/Title [print]

Date: 7/3/2023

Second Signature (See Section 12.6):

s/ _____

Nicole Rocha, CFO

Name/Title [print]

Date: 7/3/2023

990699 exp. 11/30/2024

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

STAFF RECOMMENDS THAT THE CITY COUNCIL ADOPT A RESOLUTION:

(1) ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE BESSIE AVENUE RECONSTRUCTION PROJECT, CAPITAL IMPROVEMENT PROJECTS 73192, 74166 AND 75164, CONSTRUCTED BY TRACY GRADING AND PAVING, INC. AS COMPLETE
(2) AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE
(3) AUTHORIZING THE CITY ENGINEER TO RELEASE THE IMPROVEMENT SECURITY AND RETENTION PAYMENT IN ACCORDANCE WITH THE PROJECT CONTRACT AND TRACY MUNICIPAL CODE SECTION 12.36.080
(4) AUTHORIZING THE TRANSFER IN THE AMOUNT OF $465,355 FROM GENERAL FUND PROJECTS (F301) CIP 73192 TO THE ANNUAL PAVEMENT REHABILITATION PROJECT CIP 73193
(5) AUTHORIZING THE TRANSFER IN THE AMOUNT OF $354,774 FROM ARPA (F252) CIP 74166 TO THE TEMPORARY EMERGENCY HOUSING FACILITY 71112
(6) AUTHORIZING THE TRANSFER IN THE AMOUNT OF $316,263 FROM ARPA (F252) CIP 75164 TO TEMPORARY EMERGENCY HOUSING FACILITY CIP 71112
(7) AUTHORIZING THE FINANCE DEPARTMENT TO THE CLOSE THE PROJECTS

WHEREAS, on June 3, 2023, the City Council approved and awarded a construction contract (Contract), pursuant to Resolution 2023-099, to Tracy Grading and Paving Inc., of Tracy, California (Contractor), in the amount of $4,734,682.00 for the Bessie Avenue Reconstruction Project, Capital Improvement Projects 73192, 74166 and 75164 (Project); and

WHEREAS, the City Manager also had the authorization to approve contract change orders up to the specified contingency amount of $473,468.00, if needed; and

WHEREAS, a total of 5 Construction Change orders were issued in the amount of $454,984; and

WHEREAS, the Contractor has asked the City to accept the completed improvements as related to the Project site and release the Improvement Security furnished for this Project; and

WHEREAS, the City Engineer has inspected the completed improvements for the Project site and has determined that the Contractor has constructed the Project improvements

in conformity with approved plans and specifications and has submitted record drawings of the improvements; and

WHEREAS, pursuant to Tracy Municipal Code section 12.36.110, the City seeks to accept the Project improvements as complete; and

WHEREAS, with the Project improvements complete, the city also seeks to file a Notice of Completion pursuant to Civil Code Sections §8184 *et seq.* for the Project site improvements with the San Joaquin County Recorder's Office; and

WHEREAS, in accordance with the Project Contract and Tracy Municipal Code section 12.36.080, the Contractor furnished Improvement securities in the following amounts:

Bond Type	Amount
Faithful Performance Security	$ 4,734,682.00
Labor and Material Security	$ 4,734,682.00
Warranty Security	$ 473,468.00

; and

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

RESOLVED: That the City Council of the City of Tracy hereby accepts the construction improvements for the Bessie Avenue reconstruction project, capital improvement projects 73192, 74166, and 75164, constructed by Tracy Grading and Paving, Inc., as complete; and be it

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

FURTHER RESOLVED: That the City Engineer may release the Project Improvement Securities in accordance with the terms of the Contract; and be it

FURTHER RESOLVED: That the City Council authorizes the transfer in the amount of $465,355 from General Fund Projects (F301) CIP 73192 to the Annual Pavement Rehabilitation Project CIP 73193; and be it

FURTHER RESOLVED: That the City Council authorizes the transfer in the amount of $354,774 from ARPA (F252) CIP 74166 to the Temporary Emergency Housing Facility CIP 71112; and be it

FURTHER RESOLVED: That the City Council authorizes the transfer in the amount of $316,263 from ARPA (F252) CIP 75164 to Temporary Emergency Housing Facility CIP 71112; and be it

FURTHER RESOLVED: That the City Council authorized the Finance Department to close the projects; and be it

FURTHER RESOLVED: That prior to commencement of construction, the Project was determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, which pertains to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of an existing facility.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 17th 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 17, 2025

Agenda Item 1.G

RECOMMENDATION

Staff recommends that City Council adopt resolutions approving execution of four (4) separate Master Professional Services Agreements to provide On-Call Professional Support Services for Supervised Control and Data Acquisition (SCADA)/Programmable Logic Controller (PLC) consultancy related to the City of Tracy Water and/or Wastewater Treatment Plants and remote facilities for the following:

1. **SKM Engineering, LLC. with a term of three (3) years and three (3) months, retroactively to March 1, 2025, with an annual not-to-exceed amount of $150,000 for Water and $50,000 for Wastewater, and an administrative option to extend the terms to an additional two (2) years, at the same annual not-to-exceed amounts, with satisfactory performance.**

2. **Tesco Controls, LLC. with a term of three (3) years with an annual not-to-exceed amount of $50,000 for Water and $50,000 for Wastewater; and an administrative option to extend the terms to an additional two (2) years, at the same annual not-to-exceed amounts, with satisfactory performance.**

3. **Telstar Instruments with a term of three (3) years, an annual not-to-exceed amount of $100,000 for Wastewater, and an administrative option to extend the terms to an additional two (2) years, at the same annual not-to-exceed amounts, with satisfactory performance.**

4. **Tetra Tech, Inc., with a term of three (3) years, an annual not-to-exceed amount of $20,000 for Wastewater, and an administrative option to extend the terms to an additional two (2) years, at the same annual not-to-exceed amounts, with satisfactory performance.**

EXECUTIVE SUMMARY

This item seeks City Council approval of four (4) Master Professional Service Agreements (MPSA) to provide professional services for on-call Supervised Control and Data Acquisition (SCADA)/Programmable Logic Controller (PLC) support related to the City of Tracy Water and/or Wastewater Treatment Plants and remote facilities. Each consultant was selected through a competitive process required under the Tracy Municipal Code 2.20.140. SCADA and PLC support services are needed to ensure that programming and repairing of necessary vital equipment may be completed in a timely manner. These MPSAs provide the Utilities Division with the ability to quickly and efficiently retain the professional services when small urgent issues arise. This need is important in ensuring that our Water and Wastewater Treatment Plants and remote facilities are able to provide uninterrupted services to our community. Staff is recommending that the City Council adopt resolutions approving the four (4) MPSAs with the following consultants: 1) SKM Engineering LLC; 2) Tesco Controls, LLC; 3) Telstar Instruments; and 4) Tetra Tech, Inc. for the terms agreed upon under each agreement, as stated above. Staff is also requesting the City Council to make the MPSA with SKM effective retroactively

from March 1, 2025 as the existing agreement with the consultant has expired and City has been using the services during this period. This action is needed to clear the invoices for the Consultant for services received by the City during this period.

BACKGROUND AND LEGISLATIVE HISTORY

Background

The City of Tracy Water and Wastewater Treatment Plants and Remote Facilities utilize SCADA systems that use real-time data to monitor, control, and manage their operational processes. It relies on data from remote devices, including PLCs, Remote Terminal Units (RTUs), and other sensors, to provide a comprehensive view of the plant's operations. The PLCs are hardware devices that control the equipment and processes based on programmed logic. These PLCs can receive data from sensors and other sources, process it, and then send control signals to actuators and other devices. All this equipment and process requires consultants to perform the work when issues arise, or new equipment is upgraded or installed.

To avoid costly delays, staff use on-call professional services to complete urgent projects such as programming and repairing of vital equipment needed for the SCADA and PLC systems. Knowing the lengthy time required for the standard request for proposal (RFP) process, negotiations of agreement terms, and routing for approvals, staff are requesting these on-call agreements to ensure that delays and interruptions are minimal, and the City is able to continue to provide the utmost in customer service to our community.

On October 16, 2024, staff followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and conducted a Request for Proposals (RFP) to solicit experienced and qualified consultants to provide professional services for various SCADA related projects. On November 20, 2023, the City received four (4) proposals from SKM Engineering LLC, Tesco Controls LLC, Telstar Instruments, and Tetra Tech Inc. After carefully reviewing the proposals, all four (4) consultants were determined to be qualified based upon their experience, education, certification and personnel.

ANALYSIS

The projects requiring consultant support are associated with operational control, further optimization of control systems, or repair of any computer control systems related to the Water and/or Wastewater Treatment Plants and remote facilities. As most of the operation and efficiency of each treatment plant is controlled by the PLC and the SCADA system, it is important that any interruption to the ability to monitor or operate the plants is limited. Therefore, having the ability to utilize the MPSA is vital to ensuring no interruptions to service occur.

If approved, pursuant to the MPSA procedures, staff will identify the services needed, develop the scope of work, request a proposal from one or more consultants, reach an agreement with the consultants on the identified scope of work and associated fee, then issue a Notice to Proceed, provided the dollar amounts do not exceed the provisions of the MPSA and availability of budgeted funds.

Tasks will be assigned to these consultants depending upon future project needs, availability of qualified staff, schedule of project completion, and availability of funding. The proposed MPSAs will be valid for a total period of 3 years with an option for the City Manager to extend the agreement for another 2 years, upon satisfactory performance. However, for SKM Engineering, LLC., staff are requesting retroactive approval to March 1, 2025, as they are currently providing services for the Water Treatment Plant and their existing agreement expired on February 28, 2025. In order to pay the invoices for the work currently being executed, their term would be three (3) years and three (3) months.

FISCAL IMPACT

Funding is available in the current and annual ongoing operations and maintenance budgets in both the Water Fund (511) and the Wastewater Fund (521) for these on-call services in a not-to-exceed combined annual amount of $200,000 for the Water Treatment Plant and $220,000 for the Wastewater Treatment Plant.

CEQA DETERMINATION

The proposed on-call agreements are for SCADA/PLC support services and will not result in a physical change in the environment. Therefore, this action is not considered a project as defined by Section 21065 of the Public Resources Code. The contracts also support operations of existing City facilities and are exempt from CEQA review under CEQA Guidelines section 15301.

STRATEGIC PLAN

The agenda item is consistent with the City's Quality of Life Strategy and meets the goals to ensure physical infrastructure and systems necessary for the health and safety of the Tracy community through improved water quality.

ACTIONS REQUESTED OF THE CITY COUNCIL

Approve the adoption of four (4) separate resolutions for Master Professional Services Agreements to provide On-Call Professional Support Services for Supervised Control and Data Acquisition (SCADA)/Programmable Logic Controller (PLC) consultancy related to the City of Tracy Water and/or Wastewater Treatment Plants and remote facilities for the following:

1. SKM Engineering, LLC. with a term of three (3) years and three (3) months, retroactively to March 1, 2025, with an annual not-to-exceed amount of $150,000 for Water and $50,000 for Wastewater, and an administrative option to extend the terms to an additional two (2) years, at the same annual not-to-exceed amounts, with satisfactory performance.

2. Tesco Controls, LLC. with a term of three (3) years with an annual not-to-exceed amount of $50,000 for Water and $50,000 for Wastewater; and an administrative option to extend the terms to an additional two (2) years, at the same annual not-to-exceed amounts, with satisfactory performance.

3. Telstar Instruments with a term of three (3) years, an annual not-to-exceed amount of $100,000 for Wastewater, and an administrative option to extend the terms to an

additional two (2) years, at the same annual not-to-exceed amounts, with satisfactory performance.

4. Tetra Tech, Inc., with a term of three (3) years, an annual not-to-exceed amount of $20,000 for Wastewater, and an administrative option to extend the terms to an additional two (2) years, at the same annual not-to-exceed amounts, with satisfactory performance.

Prepared by: Aloke Vaid, Wastewater Operations Superintendent
Harold “Lea” Emmons, Water Operations Superintendent

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Gordon MacKay, Interim Director of Public Works
Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments: A – MPSA with SKM Engineering, LLC
B – MPSA with Tesco Controls, LLC
C – MPSA with Telstar Instruments
D – MPSA with Tetra Tech, Inc

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
SKM Engineering, LLC. for On Call Supervised Control and Data Acquisition (SCADA)/ Programmable Logical Controller (PLC) Support Services related to the City of Tracy Water and Wastewater Treatment Plants and Remote Facilities

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

Recitals

A. City desires to retain Consultant to perform on-call Supervised Control and Data Acquisition (SCADA) / Programmable Logic Controller (PLC) support services related to the John Jones Water Treatment Plant and Wastewater Treatment Plant and various remote facilities including but not limited to booster station sites, stormwater pump stations and lift stations as further described herein and in Exhibit A.

B. On October 16, 2024, the City issued a Request for Proposals (RFP)for the on-call SCADA/PLC support services related to Water and/or Wastewater Treatment Plants and remote facilities. On November 20, 2024, Consultant submitted its proposal for the services to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2), 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(a)(3) and City Council Resolution No. _____.

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: L, Allen Rogers, P.E. 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 Public Works ("Director"), or their delegate, 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,

or their delegate, 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.

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 March 1, 2025, and expire and terminate automatically on May 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.

2.1.1 An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years 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 $150,000 (one hundred fifty thousand dollars) from the John Jones Water Treatment Plant and $50,000 (fifty thousand dollars) from the Wastewater Treatment Plant per City fiscal year. Effective July 1, 2026, Contractor's billing rates under this Agreement may be annually increased in July of each year by the lesser of 4% 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 thereof, except as adjusted pursuant to the escalator clause described above.

3.1.1 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.

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 against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The 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.

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.

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.

To City:	To Consultant:
City of Tracy Attn: Assistant Director of Utilities 3900 Holly Drive Tracy, CA 95304	SKM Engineers, LLC Attn: Allen Rogers 533 W. 2600 S., Suite 25 Bountiful, Utah 84010

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.

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]

Docusign Envelope ID: ADC4D2EC-D025-4FCB-B663-78DE426D4F87

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, City of Tracy

Date: _____

Attest:

_____
April Quintanilla, City Clerk

Approved as to form:

_____
Andrew Shen, Interim City Attorney

SKM Engineering, LLC.

DocuSigned by:
Allen Rogers
FD2CEA68380C406...
By: L. Allen Rogers
Title: Manager
Date: 5/15/2025 | 1:35 PM PDT

Federal Employer Tax ID No. 81-4721680

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

EXHIBIT A - Scope of Services

Consultant shall provide on-call support at the John Jones Water Treatment Plant (JJWTP) and Wastewater Treatment Plant (WWTP) for any new equipment and software needs and maintenance of new and existing Equipment, Software, and SCADA systems to the extent necessary to ensure continuous optimal functioning of said system. The Consultant's support and maintenance obligations include on-site maintenance at any location including remote support. Services shall be available twenty-four hours per day, seven days per week, and 365 days per year.

- The Consultant shall provide programming and operator interface software additions, modifications, correction of any SCADA System malfunction, system backups and documentation, train the City's personnel on troubleshooting and operation of SCADA System (as needed), System operating enhancements and operations/maintenance support and all other activities to ensure continuous optimal functioning of the SCADA System.
- Supply new or replacement hardware, including hardware wiring and integration, as required to maintain or upgrade the SCADA system. Required to meet manufacturer's service recommendations. When equipment cannot be repaired, a replacement component shall be provided by the City.
- The work shall consist of maintaining and improving the SCADA system, PLCs and associated instrumentation at the various locations.
- Provide software system updates and any system changes, including documentation and drawings as required by the WWTP & JJWTP.
- The Consultant shall respond within 2 hours of the City's call of service for remote support and 4 hours for on-site support.

Key Personnel

Name	Title
L. Allen Rogers	Project Management
Ryan Pack	QA/QC
Mark Jeppsen	Engineering Programming
Jordan Gardner	Engineering Programming
Andy Wells	Engineering Programming
Lindsey Stevens	Engineering Programming
Tovey Ashby	Control Engineering
Huck Fenn	Control Engineering
Doug Biglar	Control Engineering
Chris Scott	Control Engineering
David Miller	Database Engineer

EXHIBIT B - Compensation

Electrical Principal Engineer	225
Electrical Engineer III	205
Electrical Engineer II	185
Electrical Engineer I	165
CAD Designer/Manager	155
CAD Designer III	145
CAD Designer II	135
CAD Designer I	115
Controls Project Manager	195
Controls Engineer III	185
Controls Engineer II	170
Controls Engineer I	150
Electrical Transmission Engineer	215
Administrative	95

Reimbursable Expenses Schedule

Additional expenses will be handled in the following manner:

Mileage:	IRS per mile rate for vehicles not rented
Printing Costs:	Pass through at cost for project documents
Sub-Consultants:	Pass through at cost, no mark-up
Equipment Costs:	Billed at cost plus 10% markup

EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

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

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
Tesco Controls, LLC. for On Call Supervised Control and Data Acquisition (SCADA)/ Programmable Logical Controller (PLC) Support Services related to the City of Tracy Water and Wastewater Treatment Plants and Remote Facilities

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Tesco Controls, LLC, a Delaware limited liability company ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to perform on call Supervised Control and DATA Acquisition (SCADA)/Programmable Logical Controller (PLC) Support Services related to the John Jones Water Treatment Plant and Wastewater Treatment Plant and various remote facilities including but not limited to booster station sites, stormwater pump stations and lift stations as further described herein and in Exhibit A.

B. On October 16, 2024, the City issued a Request for Proposals (RFP) for the SCADA/PLC support services related to Water and/or Wastewater Treatment Plants and remote facilities. On November 20, 2024, Consultant submitted its proposal for the services to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2), 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(a)(3), and City Council Resolution No. _____.

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: Andre Crocket, Project Manager. 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 Public Works ("Director") or their designee, 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, or their designee, has executed a Task Order for such work. The City has no obligation to issue any

Task Orders under this 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.

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 from the day of this Agreement is executed and expire and terminate automatically on May 31, 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.

2.1.1 An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years 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 $50,000 (fifty thousand dollars) from the John Jones Water Treatment Plant and $50,000 (fifty thousand dollars) from the Wastewater Treatment Plant per City fiscal year ("Total Not-to-Exceed Amount"). Effective July 1, 2026, Contractor's billing rates under this Agreement may be annually increase in July of each year by the lessor of 5% 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 thereof, except as adjusted pursuant to the escalator clause described above.

3.1.1 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

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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 against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The 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.

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.

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.

To City:

City of Tracy
Attn: Assistant Director of Utilities
3900 Holly Rd
Tracy, CA 95304

To Consultant:

Tesco Controls, LLC
Attn: Andre Crockett
8440 Florin Road
Sacramento, CA 95828

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.

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]

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:

_____
Necy Lopez, Interim City Clerk

Approved as to form:

_____
Andrew Shen, Interim City Attorney

Tesco Controls, LLC

_____
By: Todd Fierro
Title: President

Date: 05/30/2025

Federal Employer Tax ID No. 94-2218097

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

EXHIBIT A
Services

Consultant shall provide on-call support at the John Jones Water Treatment Plant (JJWTP) and Wastewater Treatment Plant (WWTP) for any Tesco proprietary equipment and software needs and maintenance of existing Tesco Equipment, Software, and SCADA systems to the extent necessary to ensure continuous optimal functioning of said system. The Consultant's support and maintenance obligations include on-site maintenance at any location including remote support. Services shall be available twenty-four hours per day, seven days per week, and 365 days per year.

- The Consultant shall provide programming and operator interface software additions, modifications, correction of any SCADA System malfunction, system backups and documentation, train the City's personnel on troubleshooting and operation of SCADA System (as needed), System operating enhancements and operations/maintenance support and all other activities to ensure continuous optimal functioning of the SCADA System.
- Supply new or replacement hardware, including hardware wiring and integration, as required to maintain or upgrade the SCADA system. Required to meet manufacturer's service recommendations. When equipment cannot be repaired, a replacement component shall be provided by the City.
- The work shall consist of maintaining and improving the SCADA system, PLCs and associated instrumentation at the various locations.
- Provide software system updates and any system changes, including documentation and drawings as required by the WWTP & JJWTP.
- The Consultant shall respond within 2 hours of the City's call of service for remote support and 4 hours for on-site support.

Key Personnel

Name	Title
Andre Crockett	Project Management
Brendon Horn	Project & Systems Engineering
Cheri LaRue	Network & Telemetry Engineering
Derrick Marlow	SCADA-HMI Engineering
Raju Nair	PLC Programming
Steven Bendick	Systems Engineering
Chuck Foerster, PMP	Field Services

EXHIBIT B –
Compensation

Professional Services	Negotiated Project Rate	Premium Services	Emergency Services
Factory Repairs / Manufacturing Services	$150	$160	$190
Engineering Support	$155	$190	$230
Drafter/Designer	$165	$200	$240
Project Engineer	$190	$225	$270
Project Manager	$240	$260	$310
PLC Applications Programmer	$200	$235	$280
SCADA Applications Programmer	$200	$235	$280
Field Service Engineer/Specialist	$200	$235	$280
Network/Communications Engineer	$230	$270	$325
Systems Architect/Systems Engineering Group	$240	$280	$335

Service Rate Categories

Negotiated Project Rate – These rates apply to standard scope and task order activities that are under TESCO's scheduling and resource planning control. Standard rates are reserved for negotiated, planned, and well-defined/specified scopes of work where standard approach methodologies for executing work activities apply. These rates may also apply to specialized preventative maintenance services. These rates do not apply to open-ended tasks or time-&-material (T&M) work orders requiring premium technical/engineering services (please refer to Premium Service Rates); the Standard Service Rate category applies to standard 'project/product delivery' work. Please consult with a TESCO representative for applicable service rate.

Premium Service Rate – These rates apply to open-ended tasks and time-&-material (T&M) work activities where the scope of work is not well-defined requiring a non-standard approach to scope management and resource planning. Such activities require higher-level disciplines for engineering task discovery in defining scope of work requirements on an as-needed basis. These rates may also apply to scope and task order activities that require premium technical services, such as engineering assessments, engineering surveys/studies, integration activities, troubleshooting, and T&M support services. These rates do not apply to urgent, expedited, or emergency service prescheduled activities or project work (please refer to Emergency Service Rates). Please consult with a TESCO representative for applicable service rate.

Emergency Service Rate – These rates apply to tasks, work activities, and/or services that are rendered where personnel and resources need to be expedited and do not follow TESCO's standard methodology for scheduling work. Such services may impact other work activities or other project work, and may require rescheduling of resources to accommodate an expedited schedule. These rates may also apply to services that need to be rendered after normal business hours, whether provided as technical phone support or onsite technical support. Please note that any onsite technical support or activity rendered as an Emergency Service Rate may be subject to additional surcharges as follows:

Emergency Onsite Service Surcharge

Mobilization surcharges are applied to each emergency call/request that results in onsite activities being rendered under the Emergency Service Rate classification as defined above. These surcharges do not apply to phone support or remote VPN access support services. The following surcharges are applied to
the mobilization of onsite services based on operating business hours.

After-normal business hours, on-call onsite support …….$1,150 per incident
During normal business hours, on-call onsite support…….$850 per incident

Service Provisions

- Normal working hours are Monday through Friday, 8:00am to 5:00pm. Overtime at one and one-half the applicable rate is billed for services outside the normal working hours, excluding weekends and holidays.
- Saturday working hours are billed at two times the applicable rates.
- Sunday working hours are billed at three times the applicable rates.
- Holiday working hours are billed at three times the applicable rates.
- The above rates are billed at the minimum of two-hours and in half-hour increment per activity/mobilization.
- Portal-to-portal travel time is billed at the indicated hourly rate, plus $0.85 per mile
- Hardware components are billed at total cost (including overhead/procurement expenditures and applicable sales taxes) plus 20% margin (delivery is subject to manufacturer availability). Taxes and fees will be applied where appropriate.
- Actual travel expenses (airfare, ground transportation, lodging, meals, etc.) are billed at cost plus 20% overhead and administration. Taxes and fees will be applied where appropriate.
- Authorized third party services will be billed separately at total cost (including overhead/subcontract administration expenditures and any applicable sales taxes) plus 20% margin (delivery is subject to service provider availability). Taxes and fees will be applied where appropriate.

EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

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

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
Telstar Instruments for On-Call Supervised Control and Data Acquisition (SCADA) / Programmable Logic Controller (PLC) Support Services related to the City of Tracy Wastewater Treatment Plants and Remote Facilities

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Telstar Instruments, a California corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to perform on-call Supervised Control and Data Acquisition (SCADA) / Programmable Logic Controller (PLC) support services related to the Wastewater Treatment Plant and various remote facilities including but not limited to booster station sites, stormwater pump stations and lift stations as further described herein and in Exhibit A.

B. On October 16, 2024, the City issued a Request for Proposals (RFP) for the on-call SCADA/PLC support services related to Water and/or Wastewater Treatment Plants and remote facilities. On November 20, 2024, Consultant submitted its proposal for the services to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2), 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(a)(3) and City Council Resolution No. _____.

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: Ben Herston. 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 Public Works ("Director") or their designee, 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, or their designee, has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this 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.

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 the day this Agreement is executed, and expire and terminate automatically on May 31, 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.

2.1.1 An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years 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 $100,000 (One Hundred Thousand) Dollars from Wastewater Treatment Plant per City fiscal year. 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.

3.1.1 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.

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 against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The 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.

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.

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.

To City:

City of Tracy
Attn: Assistant Director of Utilities
3900 Holly Drive
Tracy, CA 95304

To Consultant:

Telstar Instruments
Attn: Ben Herston
4017 Vista Park Court
Sacramento, CA 95834

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.

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. <u>Signatures</u>. 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]

Docusign Envelope ID: 17A58575-CCD7-4278-8383-DB6E44D2A851

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, City of Tracy

Date: _____

Attest:

April Quintanilla, City Clerk

Approved as to form:

Andrew Shen, Interim City Attorney

Telstar Instruments

Signed by:
Kyle A. Johnsen
EE3569D0B1424E0...

By: Kyle Johnsen
Title: Vice President/Officer

Date: 5/13/2025 | 9:52 AM PDT

Federal Employer Tax ID No. 94-2785168

Signed by:
Ben Herston
5C685700EE984F0...

By: Ben Herston
Title: Treasurer/Officer

Date: 5/13/2025 | 12:37 PM PDT

Exhibits:

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

B Compensation (See Agreement section 3.)

C Task Order Form

EXHIBIT A
Services

Consultant shall provide on-call support at Wastewater Treatment Plant for any new equipment and software needs and maintenance of new and existing Equipment, Software, and SCADA systems to the extent necessary to ensure continuous optimal functioning of said system. The Consultant's support and maintenance obligations include on-site maintenance at any location including remote support. Services shall be available twenty-four hours per day, seven days per week, and 365 days per year.

- The Consultant shall provide programming and operator interface software additions, modifications, correction of any SCADA System malfunction, system backups and documentation, train the City's personnel on troubleshooting and operation of SCADA System (as needed), System operating enhancements and operations/maintenance support and all other activities to ensure continuous optimal functioning of the SCADA System.
- Supply new or replacement hardware, including hardware wiring and integration, as required to maintain or upgrade the SCADA system. Required to meet manufacturer's service recommendations. When equipment cannot be repaired, a replacement component shall be provided by the City.
- The work shall consist of maintaining and improving the SCADA system, PLCs and associated instrumentation at the various locations.
- Provide software system updates and any system changes, including documentation and drawings as required by the WWTP.
- The Consultant shall respond within 2 hours of the City's call of service for remote support and 4 hours for on-site support.

Key Personnel

Name	Title	Availability
Suresh Patil	Programming Manager	15% per month
Ryan Bowman	Senior SCADA/PLC Programmer	40% per month
Brett Stickler	SCADA/PLC Programmer	20% per month
Aleksandr Arslanov	PLC/SCADA Programmer	20% per month
John Harvey	PLC/SCADA Programmer	30% per month

EXHIBIT B
Compensation

TIME AND MATERIALS RATES FOR VALID THROUGH DECEMBER 31, 2025

Senior SCADA/PLC Programmer	$231.00/hr
SCADA/PLC Applications Programmer	$220.00/hr
Network Specialist	$253.00/hr
California Certified Electrician (Based on PW San Joaquin 2024-2)	$203.00/hr
Instrument Controls System Technician	$188.00/hr
Programming Software, Licenses, and Associated Cabling **(**)**	$19.50/hr
Vehicle Usage/Test Equipment/Tool charge	$260.00/day
Materials Markup	Cost +20%

TIME AND MATERIALS RATES FOR VALID JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

Senior SCADA/PLC Programmer	$235.00/hr
SCADA/PLC Applications Programmer	$224.00/hr
Network Specialist	$257.00/hr
California Certified Electrician	$203.00/hr
Instrument Controls System Technician	$188.00/hr
Programming Software, Licenses, and Associated Cabling **(**)**	$22.00/hr
Vehicle Usage/Test Equipment/Tool charge	$280.00/day
Materials Markup	Cost +20%

TIME AND MATERIALS RATES FOR VALID JANUARY 1, 2027 THROUGH DECEMBER 31, 2027

Senior SCADA/PLC Programmer	$242.00/hr
SCADA/PLC Applications Programmer	$227.00/hr
Network Specialist	$261.00/hr
California Certified Electrician	$211.00/hr
Instrument Controls System Technician	$194.00/hr
Programming Software, Licenses, and Associated Cabling **(**)**	$23.75/hr
Vehicle Usage/Test Equipment/Tool charge	$295.00/day
Materials Markup	Cost +20%

TIME AND MATERIALS RATES FOR VALID JANUARY 1, 2028 THROUGH DECEMBER 31, 2028

Senior SCADA/PLC Programmer	$247.00/hr
SCADA/PLC Applications Programmer	$231.00/hr
Network Specialist	$253.00/hr
California Certified Electrician	$215.00/hr
Instrument Controls System Technician	$198.00/hr
Programming Software, Licenses, and Associated Cabling **(**)**	$24.25/hr
Vehicle Usage/Test Equipment/Tool charge	$301.00/day
Materials Markup	Cost +20%

**PLC Programming Software/Hardware/License Usage; Cost will be applied when PLC/Computer Programming services are performed.

Notes for Cost of Services:

1. Travel is billed portal to portal at the above hourly rates.
2. Fuel surcharge (50% of Vehicle Usage/Fuel/Test Equipment/Tool charge) will be applied when gas prices exceed $5.00/gallon.
3. The rates provided are valid through December 31, 2028.
4. Overtime is billed at time and a half for time worked after 8 hours Monday-Friday, up to 12 hours. Saturday is billed at time and a half up for time worked up to 8 hours. Sunday and all hours after 12 in a day is billed at double time.
5. Onsite service calls carry a 4-hour minimum per person; time over 4 hours is charged as 8 hours. Minimum charge for remote support is 2 hours.
6. Telstar is available 24 hours per day, 7 days a week to provide remote and onsite services. Onsite emergency calls carry a 4-hour minimum.
7. An additional dispatch fee of $300 will be charged for all emergency service call requests, ensuring prompt and efficient assistance during critical situations.

EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

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

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
Tetra Tech, Inc. for On-Call Supervised Control and Data Acquisition (SCADA) / Programmable Logic Controller (PLC) Support Services related to the City of Tracy Wastewater Treatment Plants and Remote Facilities

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Tetra Tech, Inc., a Delaware corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to on-call Supervised Control and Data Acquisition (SCADA) / Programmable Logic Controller (PLC) supportive services related to the Wastewater Treatment Plant and various remote facilities including but not limited to stormwater pump stations and lift stations as further described herein and in Exhibit A.

B. On October 16, 2024, the City issued a Request for Proposals (RFP) for the SCADA/PLC support services related to Water and/or Wastewater Treatment Plants and remote facilities. On November 20, 2024, Consultant submitted its proposal for the services to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2), 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(a)(3) and City Council Resolution No. _____.

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: Glen Rozak, Project Manager/Operating Unit Manager**.** 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 Public Works ("Director"), or their designee, 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, or their designee, has executed a Task Order for such work. The City has no obligation to issue any

Task Orders under this 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.

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 the day that this Agreement is executed and expire and terminate automatically on May 31, 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.

2.1.1 An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years 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 $20,000 (twenty thousand) dollars from the Wastewater Treatment Plant per City fiscal year ("Total Not-to-Exceed Amount"). Effective July 1, 2026, Contractor's billing rates under this Agreement may be annually increased in July 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 extension therefore, except as adjusted pursuant to the escalator clause described above.

3.1.1 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.

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 against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The 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.

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.

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.

To City:

City of Tracy
Attn: Assistant Director of Utilities
3900 Holly Drive
Tracy, CA 95304

To Consultant:

Tetra Tech, Inc.
Attn: Glen Rozak, P.E.
900 Lafayette St, Suite 610
Santa Clara, CA 95050

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.

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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.

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]

Docusign Envelope ID: 7E2379A2-DBE5-480E-9AA3-E396B4BC39DC

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, City of Tracy

Date: _____

Attest:

April Quintanilla, City Clerk

Approved as to form:

Andrew Shen, Interim City Attorney

Tetra Tech, Inc.

DocuSigned by:
Preston Hopson
37B178522F634A8...

By: Preston Hopson
Title: Officer / Executive Vice President / Secretary

Date: 5/15/2025 | 9:01 AM PDT

Federal Employer Tax ID No. 95-4148514

DocuSigned by:
Steven Burdick
84D7622F97D94FC...

By: Steven Burdick
Title: Officer / Executive Vice President / Chief Financial Officer

Date: 5/15/2025 | 10:21 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

EXHIBIT A Services

Consultant shall provide on-call support at Wastewater Treatment Plant (WWTP) for any new equipment and software needs and maintenance of new and existing Equipment, Software, and SCADA systems to the extent necessary to ensure continuous optimal functioning of said system. The Consultant's support and maintenance obligations include on-site maintenance at any location including remote support. Services shall be available twenty-four hours per day, seven days per week, and 365 days per year.

- The Consultant shall provide programming and operator interface software additions, modifications, correction of any SCADA System malfunction, system backups and documentation, train the City's personnel on troubleshooting and operation of SCADA System (as needed), System operating enhancements and operations/maintenance support and all other activities to ensure continuous optimal functioning of the SCADA System.
- Supply new or replacement hardware, including hardware wiring and integration, as required to maintain or upgrade the SCADA system. Required to meet manufacturer's service recommendations. When equipment cannot be repaired, a replacement component shall be provided by the City.
- The work shall consist of maintaining and improving the SCADA system, PLCs and associated instrumentation at the various locations.
- Provide software system updates and any system changes, including documentation and drawings as required by the WWTP.
- The Consultant shall respond within 2 hours of the City's call of service for remote support and 4 hours for on-site support.

Key Personnel

Name	Title
Glen Rozak, PE	Project Manager / Operating Unit Manager
James Pham	Technical Manager
Vincent Rivera, PE	QA/QC Engineer
Nick Collins	PLC Applications Specialist
Michael Yee	PLC Applications Specialist
Shayan Akter, EIT	PLC & HMI Support Engineer
Michasel Hoilko	AVEVA Certified Specialist
Jon Saito	AVEVA HMI Specialist
Ben Gaspard	Ignition Certified Specialist
Jonathan VanDerZee, GICSP	Cybersecurity and OT

EXHIBIT B - Compensation

STANDARD HOURLY BILLING RATES AND EXPENSE REIMBURSEMENT SCHEDULE

NOTE: Rates are valid from 5/1/2025 through 6/30/2026

CITY OF TRACY SCADA/PLC ON-CALL HOURLY RATES	*Standard*	*Overtime*	*Premium*
Automation Specialist IV	$280.00		
Automation Specialist III	$240.00		
Automation Specialist II	$195.00		
Automation Specialist I	$180.00		
Software Engineer IV	$280.00		
Software Engineer III	$240.00		
Software Engineer II	$195.00		
Software Engineer I	$180.00		
I&C Engineer IV	$295.00		
I&C Engineer III	$265.00		
I&C Engineer II	$240.00		
I&C Engineer I	$195.00		
Electrical Engineer IV	$295.00		
Electrical Engineer III	$275.00		
Electrical Engineer II	$240.00		
Electrical Engineer I	$195.00		
OT Specialist IV	$295.00		
OT Specialist III	$275.00		
OT Specialist	$255.00		
QA/QC Engineer	$275.00		
Drafting II	$145.00		
Drafting I	$125.00		
Technical Manager	$275.00		
Project Manager	$295.00		
Field Service Technician[5]	$185.00	$277.50	$277.50

1. ***Hourly Billing Classifications are identified for on-call team members in the Resumes and Rate Classification Section of the Proposal. Additional Rates are listed above for any other as-needed resources that may be needed to support City of Tracy. Any resource additions shall be at the approval of the City.***
2. *The fee schedule above shall remain fixed for Year 1 (5/1/2025 - 6/30/2026) of the Agreement, unless formally amended by the City. Any adjustments to the fee schedule will be negotiated at the beginning of each Agreement year in July to align with the City's fiscal year. The escalation factor is the lesser: 3% or the annual average of the Cost of Living Index – All Items, for the Sacramento Metropolitan Region. Rate increases will be submitted to the City for written approval prior to going into effect.*
3. *Travel time and cost will be billed to the City. Charges invoiced to the City for travel, lodging and subsistence will be billed at cost and will not exceed the current IRS rates or federal per-diem rates.*
4. *There will be a two-hour minimum charge for emergency calls.* **Tetra Tech rates for emergency calls and after-hours work will be billed at the standard hourly rate with no markup (excluding Field Service Technician).**
5. *Field Service Technician is billed at $277.50/hr for overtime in excess of 8 hours/day and after hours Emergency Support (5:00PM to 6:00AM)*
6. *Onsite work will be charged a minimum of three hours.*
7. *Remote work will not have a minimum hour charge.*
8. *All materials purchased that are directly related to the work will be pre-approved by the City and billed at cost plus a 15% markup.*

EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

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 NO. _____

---

(1) APPROVING THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT WITH SKM ENGINEERING, LLC, A UTAH LIMITED LIABILITY COMPANY TO PROVIDE ON-CALL SUPERVISED CONTROL AND DATA ACQUISITION (SCADA) / PROGRAMMABLE LOGIC CONTROLLER (PLC) SUPPORT SERVICES RELATED TO THE CITY OF TRACY WATER AND/OR WASTEWATER TREATMENT PLANTS AND REMOTE FACILITIES FOR INITIAL TERM OF THREE (3) YEARS THREE (3) MONTHS, FOR AN ANNUAL NOT-TO-EXCEED AMOUNT OF $150,000 FOR THE JOHN JONES WATER TREATMENT PLANT AND $50,000 FOR THE WASTEWATER TREATMENT PLANT AND MAKE THE AGREEMENT EFFECTIVE RETROACTIVELY FROM MARCH 1, 2025; AND

(2) AUTHORIZING THE CITY MANAGER THE ADMINISTRATIVE OPTION TO EXTEND AN ADDITIONAL TWO (2) YEARS, AT THE SAME ANNUAL NOT-TO-EXCEED AMOUNTS, UPON SATISFACTORY PERFORMANCE AND BUDGET AVAILABILITY

WHEREAS, the City desires to retain Consultant to perform on-call Supervised Control and Data Acquisition (SCADA) / Programmable Logic Controller (PLC) support services related to the John Jones Water Treatment Plant and Wastewater Treatment Plant and various remote facilities including but not limited to booster station sites, stormwater pump stations, and lift stations; and

WHEREAS, on October 16, 2024, the City followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and conducted a Request for Proposals (RFP) for the on-call SCADA/PLC support services related to Water and/or Wastewater Treatment Plants and remote facilities; and

WHEREAS, four (4) proposals were received prior to the deadline; and

WHEREAS, the City has determined that SKM Engineering, LLC. demonstrated that it is one of the most qualified and responsible proposers, and best fits the City's needs for the competence and professional qualification necessary for the satisfactory of the services; and

WHEREAS, staff is requesting that the City Council authorize the execution of the MPSA to provide on-call SCADA/PLC support services at the Water and/or Wastewater Treatment Plants and remote facilities on an as needed basis for an initial term of three (3) years three (3) months retroactively to March, 1, 2025, with an annual total not-to-exceed amount of $150,000 for the Water Treatment Plant and $50,000 for the Wastewater Treatment Plant; and

WHEREAS, staff are also requesting that the City Council grant authority for an administrative extension, by the City Manager, for an additional two (2) years, at the same annual not-to-exceed amounts, upon satisfactory performance by the Consultant and budget availability; and

WHEREAS, the costs of the services provided by the Consultant will be accounted for in the adopted annual operations and maintenance budget of the Water Fund (511) and Wastewater Fund (521) and any extensions will be subject to approval of the annual budget by the City Council; and

WHEREAS, the proposed on-call agreements are for SCADA/PLC support services will not result in a physical change in the environment. Therefore, this action is not considered a project as defined by Section 21065 of the Public Resources Code; now, therefore, be it

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

FURTHER RESOLVED: That the City Council of the City of Tracy, hereby approves the Master Professional Services Agreement with SKM Engineering, LLC, attached as Exhibit 1, for an initial term of three (3) years and three (3) months effective retroactively from March 1, 2025, for an annual total not-to-exceed amount of $150,000 for the Water Treatment Plant and $50,000 for the Wastewater Treatment Plant; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to administratively extend the Agreement for an additional two (2) years, at the same annual not-to-exceed amounts, upon satisfactory performance and budget availability; and be it

FURTHER RESOLVED: That the City Council finds the actions taken herein are not considered as a Project defined by Section 21065 of the Public Resource Code and are exempt from CEQA (California Environment Quality Act) requirements. The City Council also finds this contract supports operations of existing City facilities and is exempt from CEQA review under CEQA Guidelines section 15301.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on June 17, 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 NO. _____

---

(1) APPROVING THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT WITH TESCO CONTROLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO PROVIDE ON-CALL SUPERVISED CONTROL AND DATA ACQUISITION (SCADA) / PROGRAMMABLE LOGIC CONTROLLER (PLC) SUPPORT SERVICES RELATED TO THE CITY OF TRACY WATER AND/OR WASTEWATER TREATMENT PLANTS AND REMOTE FACILITIES FOR INITIAL TERM OF THREE (3) YEARS FOR AN ANNUAL NOT-TO-EXCEED AMOUNT OF $50,000 FOR THE JOHN JONES WATER TREATMENT PLANT AND $50,000 FOR THE WASTEWATER TREATMENT PLANT; AND

(2) AUTHORIZING THE CITY MANAGER THE ADMINISTRATIVE OPTION TO EXTEND AN ADDITIONAL TWO (2) YEARS, AT THE SAME ANNUAL NOT-TO-EXCEED AMOUNTS, UPON SATISFACTORY PERFORMANCE AND BUDGET AVAILABILITY

WHEREAS, The City desires to retain Consultant to perform on-call Supervised Control and Data Acquisition (SCADA) / Programmable Logic Controller (PLC) support services related to the John Jones Water Treatment Plant and Wastewater Treatment Plant and various remote facilities including but not limited to booster station sites, stormwater pump stations, and lift stations; and

WHEREAS, on October 16, 2024, the City followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and conducted a Request for Proposals (RFP) for the on-call SCADA/PLC support services related to Water and/or Wastewater Treatment Plants and remote facilities; and

WHEREAS, Four (4) proposals were received prior to the deadline; and

WHEREAS, The City has determined Tesco Controls, LLC. demonstrated that it is one of the most qualified and responsible proposers, and best fits the City's needs for the competence and professional qualification necessary for the satisfactory of the services; and

WHEREAS, staff is requesting that the City Council authorize the execution of the MPSA to provide on-call SCADA/PLC support services at the Water and/or Wastewater Treatment Plants and remote facilities on an as needed basis for an initial term of three (3) years with an annual total not-to-exceed amount of $50,000 for the Water Treatment Plant and $50,000 for the Wastewater Treatment Plant; and

WHEREAS, staff is also requesting that the City Council grant authority for an administrative extension, by the City Manager, for an additional two (2) years, at the same annual

not-to-exceed amounts, upon satisfactory performance by the Consultant and budget availability; and

WHEREAS, the costs of the services provided by the Consultant will be accounted for in the adopted annual operations and maintenance budget of the Water Fund (511) and Wastewater Fund (521) and any extensions will be subject to approval of the annual budget by the City Council; and

WHEREAS, the proposed on-call agreements are for SCADA/PLC support services will not result in a physical change in the environment. Therefore, this action is not considered a project as defined by Section 21065 of the Public Resources Code; now, therefore, be it

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

FURTHER RESOLVED: that the City Council of the City of Tracy hereby approves the Master Professional Services Agreement with Tesco Controls, LLC, attached as Exhibit 1, for an initial term of three (3) years with an annual total not-to-exceed amount of $50,000 for the Water Treatment Plant and $50,000 for the Wastewater Treatment Plant; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to administratively extend the Agreement for an additional two (2) years, at the same annual not-to-exceed amounts, upon satisfactory performance and budget availability; and be it

FURTHER RESOLVED: That the City Council finds the actions taken herein are not considered as a Project defined by Section 21065 of the Public Resource Code and are exempt from CEQA (California Environment Quality Act) requirements. The City Council also finds this contract supports operations of existing City facilities and is exempt from CEQA review under CEQA Guidelines section 15301.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on June 17, 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 NO. _____

---

(1) APPROVING THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT WITH TELSTAR INSTRUMENTS, A CALIFORNIA COMPANY TO PROVIDE ON-CALL SUPERVISED CONTROL AND DATA ACQUISITION (SCADA) / PROGRAMMABLE LOGIC CONTROLLER (PLC) SUPPORT SERVICES RELATED TO THE CITY OF TRACY WASTEWATER TREATMENT PLANTS AND REMOTE FACILITIES FOR AN INITIAL TERM OF THREE (3) YEARS FOR AN ANNUAL NOT-TO-EXCEED AMOUNT OF $100,000; AND
(2) AUTHORIZING AN ADMINISTRATIVE EXTENSION, BY THE CITY MANAGER FOR AN ADDITIONAL TWO (2) YEARS, AT THE SAME ANNUAL NOT-TO-EXCEED AMOUNTS, UPON SATISFACTORY PERFORMANCE AND BUDGET AVAILABILITY

WHEREAS, The City desires to retain Consultant to perform on-call Supervised Control and Data Acquisition (SCADA) / Programmable Logic Controller (PLC) support services related to the Wastewater Treatment Plant and various remote facilities including but not limited to stormwater pump stations and lift stations; and

WHEREAS, on October 16, 2024, the City followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and conducted a Request for Proposals (RFP) for the on-call SCADA/PLC support services related to Water and/or Wastewater Treatment Plants and remote facilities; and

WHEREAS, Four (4) proposals were received prior to the deadline; and

WHEREAS, The City has determined that Telstar Instruments demonstrated that it is one of the most qualified and responsible proposers, and best fits the City's needs for the competence and professional qualification necessary for the satisfactory of the services; and

WHEREAS, staff is requesting that the City Council authorize the execution of the MPSA to provide on-call SCADA/PLC support services at the Wastewater Treatment Plant and remote facilities on an as needed basis for an initial term of three (3) years with an annual total not-to-exceed amount of $100,000 for the Wastewater Treatment Plant; and

WHEREAS, staff are also requesting that the City Council grant authority for an administrative extension, by the City Manager, for an additional two (2) years, at the same annual not-to-exceed amounts, upon satisfactory performance by the Consultant and budget availability; and

WHEREAS, the costs of the services provided by the Consultant will be accounted

for in the adopted annual operations and maintenance budget of the Wastewater Fund (521) and any extensions will be subject to approval of the annual budget by the City Council; and

WHEREAS, the proposed on-call agreements are for SCADA/PLC support services will not result in a physical change in the environment. Therefore, this action is not considered a project as defined by Section 21065 of the Public Resources Code; now, therefore, be it

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

FURTHER RESOLVED: that the City Council of the City of Tracy, hereby approves the Master Professional Services Agreement with SKM Engineering, LLC, attached as Exhibit 1, for an initial term of three (3) years with an annual total not-to-exceed amount of $100,000 for the Wastewater Treatment Plant; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to administratively extend the Agreement for an additional two (2) years, at the same annual not-to-exceed amounts, upon satisfactory performance and budget availability; and be it

FURTHER RESOLVED: That the City Council finds the actions taken herein are not considered as a Project defined by Section 21065 of the Public Resource Code and are exempt from CEQA (California Environment Quality Act) requirements. The City Council also finds this contract supports operations of existing City facilities and is exempt from CEQA review under CEQA Guidelines section 15301.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on June 17, 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 NO. _____

---

(1) APPROVING THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC., A DELAWARE CORPORATION, TO PROVIDE ON-CALL SUPERVISED CONTROL AND DATA ACQUISITION (SCADA) / PROGRAMMABLE LOGIC CONTROLLER (PLC) SUPPORT SERVICES RELATED TO THE CITY OF TRACY WASTEWATER TREATMENT PLANTS AND REMOTE FACILITIES FOR AN INITIAL TERM OF THREE (3) YEARS FOR AN ANNUAL NOT-TO-EXCEED AMOUNT OF $20,000; AND

(2) AUTHORIZING AN ADMINISTRATIVE EXTENSION, BY THE CITY MANAGER FOR AN ADDITIONAL TWO (2) YEARS, AT THE SAME ANNUAL NOT-TO-EXCEED AMOUNTS, UPON SATISFACTORY PERFORMANCE AND BUDGET AVAILABILITY

WHEREAS, the City desires to retain Consultant to perform on-call Supervised Control and Data Acquisition (SCADA) / Programmable Logic Controller (PLC) support services related to the Wastewater Treatment Plant and various remote facilities including but not limited to stormwater pump stations and lift stations; and

WHEREAS, on October 16, 2024, the City followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and conducted a Request for Proposals (RFP) for the on-call SCADA/PLC support services related to Water and/or Wastewater Treatment Plants and remote facilities; and

WHEREAS, four (4) proposals were received prior to the deadline; and

WHEREAS, the City has determined that Tetra Tech, Inc. demonstrated that it is one of the most qualified and responsible proposers, and best fits the City's needs for the competence and professional qualification necessary for the satisfactory of the services; and

WHEREAS, staff is requesting that the City Council authorize the execution of the MPSA to provide on-call SCADA/PLC support services at the Wastewater Treatment Plant and remote facilities on an as needed basis for an initial term of three (3) years with an annual total not-to-exceed amount of $20,000 for the Wastewater Treatment Plant; and

WHEREAS, staff are also requesting that the City Council grant authority for an administrative extension, by the City Manager, for an additional two (2) years, at the same annual not-to-exceed amounts, upon satisfactory performance by the Consultant and budget availability; and

WHEREAS, the costs of the services provided by the Consultant will be accounted for

in the adopted annual operations and maintenance budget of the Wastewater Fund (521) and any extensions will be subject to approval of the annual budget by the City Council; and

WHEREAS, the proposed on-call agreements are for SCADA/PLC support services will not result in a physical change in the environment. Therefore, this action is not considered a project as defined by Section 21065 of the Public Resources Code; now, therefore, be it

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

FURTHER RESOLVED: that the City Council of the City of Tracy, hereby approves the Master Professional Services Agreement with Tetra Tech, Inc., attached as Exhibit 1, for an initial term of three (3) years with an annual total not-to-exceed amount of $20,000 for the Wastewater Treatment Plant; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to administratively extend the Agreement for an additional two (2) years, at the same annual not-to-exceed amounts, upon satisfactory performance and budget availability; and be it

FURTHER RESOLVED: That the City Council finds the actions taken herein are not considered as a Project defined by Section 21065 of the Public Resource Code and are exempt from CEQA (California Environment Quality Act) requirements. The City Council also finds this contract supports operations of existing City facilities and is exempt from CEQA review under CEQA Guidelines section 15301.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on June 17, 2025, by the following vote:

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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 17, 2025

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt a resolution for the Gretchen Talley Park Phase 3, Capital Improvement Project 78170:

1) **Awarding a construction contract to R&R Pacific Construction of Woodland, California, in the amount of $4,435,020; and**
2) **Authorizing the City Manager to approve change orders up to the contingency amount of $443,502; and**
3) **Approving a Professional Services Agreement with Griffin Structures for project and construction management services for a total not-to-exceed amount of $200,000; and**
4) **Appropriating master plan park impact fees (F361) in the amount of $1,200,000 to CIP 78170; and**
5) **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 $6,800,000.**

EXECUTIVE SUMMARY

The Gretchen Talley Park Phase 3 Project (Project) is an approved Capital Improvement Project (CIP) Number 78170. The Project includes an expansion of Gretchen Talley Park, including demolition of existing paving, landscape and irrigation, electrical and other miscellaneous items, grading, construction of storm drainage, utilities, electrical, concrete work, asphalt, fencing, sport court surfacing, site lighting, irrigation, planting and other site improvements

After a formal public bidding process and analysis, R&R Pacific Construction of Woodland, California, was determined by City staff to be the lowest responsible bidder for the Project. This agenda item seeks the award of a construction contract with R&R Pacific Construction of Woodland, California (Contractor), in the amount of $4,435,020.

Due to the limited capacity of staff, staff is also recommending the approval of a Professional Services Agreement with on-call consultant Griffin Structures of Irvine, California, to provide project and construction management services for the Project with a total not-to-exceed contract amount of $200,000.

BACKGROUND AND LEGISLATIVE HISTORY

The Project has been an approved CIP since approximately 2018, when the City purchased approximately 4.7 acres of parkland at the corner of Dove Drive and Mitz Way for $470,690 (Resolution 2018-254) to expand the existing Gretchen Talley Park.

On November 15, 2022, the City Council approved an on-call professional services list for landscape architectural, plan check, inspection, and project/construction management services with: Callander & Associates, Griffin Structures, LPA Inc., Nuvis Landscape Architecture, O'Dell

Engineering, Verde Design Inc., and WRT Inc. for a five-year term (Resolution 2022-175).

On July 5, 2023, Resolution No. 2023-129 was adopted by the City Council, approving a Professional Services Agreement with Westwood Professional Services (Formerly O'Dell Engineering) for landscape architectural, landscape plan check, landscape inspection and project/construction management on-call services. Through this Agreement, City staff procured on-call services from Westwood Professional Services for the development of construction documents, including the preparation of environmental documentation, bidding/construction support, and more for the Project.

The proposed Project would develop Phase 3 of Gretchen Talley Park, an expansion of the existing Gretchen Talley Park. Within this expansion, the City is proposing to add several new amenities to the existing park such as a new lawn area, drought tolerant landscaping, decomposed granite paths, lighted tennis, pickleball, and basketball courts, as well as an outdoor fitness area, a park restroom, and large and small dog park areas. The proposed Project is also anticipated to include various other features, including enhancements to pedestrian access to the Project site. Access to the Project site would be provided to both vehicles and pedestrians. Vehicle parking is located along the perimeter of the Project site, including along Mitz Way and Dove Drive. Pedestrian site access to the Project site would be provided by an extensive internal sidewalk system, which would connect pedestrians to the various project features, as well as the existing Gretchen Park features. Pedestrian site access to the project site would also be provided from the sidewalks on adjacent roadways (i.e., Mitz Way and Dove Drive).

On February 18, 2025, the City Council approved the direct purchase of a pre-fabricated restroom building from Public Restroom Company as a time and cost savings measure for $363,496 (Resolution 2025-027).

ANALYSIS

Westwood Professional Services prepared the plans, specifications, and estimate for the Project. The engineer's estimate at the time of bidding was $4,200,000. The Project was advertised for competitive bids by public notice on April 4, 2025, and April 11, 2025.

Bidders were instructed to provide a proposal for all labor and materials required to complete the Project. In addition, three add-alternate costs were included as individual items as follows:

- Alternate 1: Shade Structures at Sports Courts
- Alternate 2: Fitness Area
- Alternate 3: Shade Structure at Fitness Area

Bids were received and publicly opened in City Hall, conference room 203, and virtually via Microsoft Teams at 2:00 pm on Thursday, May 8, 2025, with the following results:

Contractor	**Base Bid**	**Add Alternate 1**	**Add Alternate 2**	**Add Alternate 3**	**Total Bid (Including Alternates)**
R&R Pacific Construction	$4,178,210	$94,400	$101,710	$60,700	$4,435,020
Robert A. Bothman	$4,874,500	$140,000	$93,000	$47,000	$5,154,500

Construction					
Suarez & Munoz Construction, Inc.	$4,821,000	$175,000	$107,250	$59,100	$5,162,350
A&B Construction	$5,472,606.10	$102,260.32	$93,635.06	$31,498.52	$5,700,000

In accordance with Tracy Municipal Code, Section 2.20.260, and the California Public Contract Code Section 22032, staff performed a subsequent bid analysis and determined the lowest responsible bidder was R&R Pacific Construction of Woodland, California. Staff further verified that the bidder has the appropriate contractor's license in active standing with the State of California.

Staff is recommending that the City Council award the Base Bid in the amount of $4,178,210 and Add Alternatives 1-3 for a total construction cost of $4,435,020.

Construction Management Services

Griffin Structures' proposal for the Gretchen Talley Park Phase III Project provides a comprehensive scope of project and construction management services that align well with the City's needs (See Attachment A). Their responsibilities include preconstruction coordination, daily site oversight, submittal and RFI management, schedule and budget tracking, change order negotiation, and close-out documentation, amongst other things. The proposal is valid and appropriate as it reflects a detailed understanding of municipal park projects, includes clearly defined roles and responsibilities, and presents a not-to-exceed fee structure of $200,000, offering predictability and accountability. Griffin Structures' inclusion on the City's pre-approved on-call consultant list further validates their qualifications and compliance with procurement standards.

The total estimated cost of this Project, if awarded to the lowest responsible bidder, is as follows:

Construction Bid	$4,435,020
Contingency 10%	$443,502
Direct Purchase of Restroom (Reso 2025-027)	$363,496
Land Acquisition (Reso 2018-254)	$470,690
Construction Management	$200,000
Inspections	$100,000
Other Soft Costs (ie, design, permits, fees)	$787,292
Total Project Cost	**$6,800,000**

City staff requests that the City Council grant 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 $6,800,000.

FISCAL IMPACT

Gretchen Talley Park Phase 3 Project, CIP 78170, is an approved Capital Improvement Project with an approved budget of $5,600,000. The current available balance of the project is $4,110,118, and an appropriation of $1,200,000 from the Master Plan Park Impact Fees Fund (F361) is needed to award the contract and complete the project. The funding and project budget are as follows:

Funding Source	Budget	Expenses	Balance
361 - Master Plan Park Impact Fees	$ 1,501,122	$ 516,466	$ 984,656
378 - CORE Park Impact Fees	$ 4,098,878	$ 973,416	$ 3,125,462
Current Budget	$ 5,600,000	$ 1,489,882	$ 4,110,118
Current Shortfall			$(1,200,000)
Funding Source			
361 - Master Plan Park Impact Fees	$ 1,200,000		$ 1,200,000
Requested Appropriations			
Revised Budget	$ 6,800,000		$ 5,310,118

COORDINATION

Staff coordinated with the Engineering staff, the Finance Department, and the City Attorney's Office for this item.

CEQA DETERMINATION

The City is the lead agency under the California Environmental Quality Act (CEQA) for environmental review of the Project, and in December 2023, the environmental sub-consultant for the Project, De Novo Planning Group (De Novo, prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the Project. The City has evaluated potential environmental effects of the Project through the preparation and circulation of the proposed MID (State Clearinghouse No. 2023120237) and evaluated all public comments and responses thereto. The City adhered to the process required for adopting a MID under CEQA, which included the 20-day review period for the proposed MID that was initiated on December 8, 2023, with submittal of the proposed MID to the State Clearinghouse for public review. The Notice of Intent (NOI) to adopt the MID was filed with the San Joaquin County Clerk on or about December 8, 2023. On December 8, 2023, the NOI was published in the Tracy Press newspaper and sent to interested agencies and fronting residents prior to beginning the 20-day review period. The City Council, via Resolution 2024-024, adopted the MID and authorized staff to file a Notice of Determination.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution, for the Gretchen Talley Park Phase 3, Capital Improvement Project 78170:

1) Awarding a construction contract to R&R Pacific Construction of Woodland, California, in the amount of $4,435,020; and
2) Authorizing the City Manager to approve change orders up to the contingency amount of $443,502; and

3) Approving a Professional Services Agreement with Griffin Structures for project and construction management services for a total not-to-exceed amount of $200,000; and
4) Appropriating master plan park impact fees (F361) in the amount of $1,200,000 to CIP 78170; and
5) 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 $6,800,000.

Prepared by: Richard Joaquin, Assistant Director of Parks, Recreation & Community Services

Reviewed by: Brian MacDonald, Director of Parks, Recreation & Community Services
Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Professional Services Agreement with Griffin Structures, Inc.

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CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Griffin Structures, Inc., a California Corporation

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Griffin Structures, a California 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 Project/Construction Management Services for the Gretchen Talley Park Phase III Project CIP 78170 as further described herein and in Exhibit A.

B. On September 9, 2022 the City issued a Request for Proposals (RFP) for On-Call Landscape Architectural, Landscape Plan Check, Landscape Inspection, and Project Management Services (including Construction Management Services), In which proposers had the ability to select which specific services they were interested in providing. On October 12,2022, ten proposals were submitted to the City for this RFP.

C. On November 15, 2022, pursuant to Resolution No. 2022-175, the City Council approved an on-call professional services list of consultants to provide the above services, which included Griffin Structures, Inc.

D. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant's professional services as set forth in this Agreement.

E. This Agreement was approved on June 17, 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 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": Robert Godfrey, 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.

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

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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 the date this agreement is executed and terminate once the City confirms that all services were performed to the City's satisfaction or earlier by termination pursuant to Section 6 of this Agreement ("Term").

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 $200,000.00, Two-Hundred Thousand 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 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.

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

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agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

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

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

The 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:

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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 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

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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 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: Richard Joaquin
Assistant Director of Parks, Recreation
and Community Services
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Griffin Structures
Attn: Robert Godfrey, Principal in Charge
1850 Warburton Avenue, Suite 120
Santa Clara, CA, 95050

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.

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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, 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

By: _____
Dan Arriola
Title: Mayor
Date: _____

Attest:

_____
April Quintanilla, City Clerk

Approved as to form:

_____
Andrew Shen, Interim City Attorney

Griffin Structures, a *California Corporation*

DocuSigned by:
By: Jon Hughes
ED4FD8218B9F49D...
Jon Hughes
Title: President
Date: 5/23/2025 | 8:36 AM PDT

Signed by:
By: _____
DBD4C014039F472...
Mark Hoglund
Title: Chief Financial Officer
Date: 5/23/2025 | 3:55 PM PDT

Federal Employer Tax ID No. 33-0756139

Exhibits:

A	Scope of Work
B	Compensation

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EXHIBIT A - Scope of Work

The scope of services set forth represents an outline of the services in which the City will require the successful Proposer to perform.

Project Objectives: The City's primary objective for this Agreement is to obtain quality program and project/construction management services for the Gretchen Talley Park project.

Scope:

1. General Oversite of the Project
2. Preconstruction meeting
3. Submittal Management and processing (Westwood to provide reviewing)
4. Run and manage Weekly/Bi-Weekly meetings
5. Periodic-to-daily site visits to review construction progress.
6. Identify potential problems in advance and take corrective action or notify the proper level of authority.
7. Prepare authorization documentation and other various project correspondence.
8. Prepare and maintain project budgets and schedules.
9. Review the work of other consultants and make recommendations on the approval of invoices.
10. Administer project consultant and construction contracts.
11. Manage cost and schedule performance of projects.
12. Prepare and issue monthly project status report/memo.
13. Review and make recommendations on contractor submittals and requests for information.
14. Monitor and help coordinate project construction activities in the field
15. Conduct field inspections to assure contract compliance; review and construction related issues.
16. Negotiate change orders with contractors; writes and approves contract change orders and approves minor design changes in the field.
17. Ensures timely payment of project invoices; prepares and processes reimbursement(s) (Internal staff will assist with processing of payments and reimbursements).
18. Coordinate project close-out activities.
19. Evaluate and make recommendations on changes in scope of work and prepare documentation for processing change orders.
20. Conduct and coordinate briefings and/or meetings with City Staff.
21. Interface with other City departments and outside jurisdictional agencies to obtain project approvals or inspections. (PG&E)
22. Coordinate planning and other project management functions as necessary for delivery of projects.
23. Ability to work flexible schedule to accommodate City needs and be available on call for construction related problems.
24. Perform other related and peripheral duties as required and necessary for the successful performance of this project.

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EXHIBIT B – Compensation

Program & Construction Management Services:	$	182,960
Reimbursable Expenses:	$	17,040
Grand Total	**$**	**200,000**

City of Tracy
Gretchen Talley Park
Resource Allocation

Item No.	PROJECT PHASE	PRINCIPAL-IN-CHARGE Robert Godfrey	PROJECT EXECUTIVE Robert Echavarria	CONSTRUCTION MANAGER
		$280/hr.	$255/hr.	$235/hr.
1	SCOPE OF SERVICES			
1.1	General Oversite of the Project	Incl	Incl	Incl
1.2	Preconstruction meeting	Incl	Incl	Incl
1.3	Submittal Management and processing	Incl	Incl	Incl
1.4	Run and manage Weekly/Bi-Weekly meetings	Incl	Incl	Incl
1.5	Periodic-to-daily site visits to review construction progress.	Incl	Incl	Incl
1.6	Identify potential problems in advance and take corrective action	Incl	Incl	Incl
1.7	Prepare authorization documentation	Incl	Incl	Incl
1.8	Prepare and maintain project budgets and schedules.	Incl	Incl	Incl
1.9	Review the work of other consultants and approval of invoices.	Incl	Incl	Incl
1.10	Administer project consultant and construction contracts.	Incl	Incl	Incl
1.11	Manage cost and schedule performance of projects.	Incl	Incl	Incl
1.12	Prepare and issue monthly project status report/memo.	Incl	Incl	Incl
1.13	Coordinate contractor submittals and requests for information.	Incl	Incl	Incl
1.14	Monitor and help coordinate project construction activities in the field.	Incl	Incl	Incl
1.15	Conduct field inspections to assure contract compliance	Incl	Incl	Incl
1.16	Negotiate change orders with contractors	Incl	Incl	Incl
1.17	Ensures timely payment of project invoices	Incl	Incl	Incl
1.18	Coordinate project close-out activities.	Incl	Incl	Incl
1.19	Evaluate and make recommendations on changes in scope of work	Incl	Incl	Incl
1.20	Conduct and coordinate briefings and/or meetings with City Staff.	Incl	Incl	Incl
1.21	Interface with City departments and outside jurisdictional agencies (PG&E)	Incl	Incl	Incl
1.22	Coordinate planning and other project management functions as necessary	Incl	Incl	Incl
1.23	Ability to work flexible schedule to accommodate City needs	Incl	Incl	Incl
1.24	Perform other related and peripheral duties as required	Incl	Incl	Incl
	Total Hours	56	350	1080
	Subtotals	$7,860	$40,850	$134,250
	PROJECT / CONSTRUCTION MANAGEMENT TOTAL			$182,960
4	REIMBURSABLE COSTS			$17,040
4.1	Insurance			$2,040
4.2	Misc. Printing and Office Supplies			$5,000
4.3	Cloud Based Document Management System			$10,000
	GRAND TOTAL			$200,000

Docusign Envelope ID: DB2619A2-406A-4311-9B51-F4B0BDBF10AC

City of Tracy
Gretchen Talley Park
Resource Allocation

PROJECT PHASE	2025												2026											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PRECONSTRUCTION																								
Precon Meeting and Mobilization																								
CONSTRUCTION																								
Construction Duration																								
CLOSEOUT																								
Punch List and Turnover																								
MONTHLY STAFFING HOURS																								
Principal-in-Charge						4	4	4	4	4	4	4	4	4	4	4	4	4	4					56
Project Executive						40	25	25	25	25	25	25	25	25	25	25	25	25	10					350
Construction Manager							85	85	85	85	85	85	85	85	85	85	85	85	60					1080
Principal-in-Charge	$ -	$ -	$ -	$ -	$ -	$ 1,100	$ 1,120	$ 1,120	$ 1,120	$ 1,120	$ 1,120	$ 1,120	$ 1,120	$ 1,120	$ 1,120	$ 1,120	$ 1,120	$ 1,120	$ 1,140	$ -	$ -	$ -	$ -	$ -	$ 7,860
Project Executive	$ -	$ -	$ -	$ -	$ -	$ 10,000	$ 6,375	$ 6,375	$ 6,375	$ 6,375	$ 6,375	$ 6,375	$ 6,375	$ 6,375	$ 6,375	$ 6,375	$ 6,375	$ 6,375	$ 2,600	$ -	$ -	$ -	$ -	$ -	$ 40,850
Construction Manager	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,975	$ 19,975	$ 19,975	$ 19,975	$ 19,975	$ 19,975	$ 19,975	$ 19,975	$ 19,975	$ 19,975	$ 19,975	$ 19,975	$ 14,400	$ -	$ -	$ -	$ -	$ -	$ 134,250
	$ -	$ -	$ -	$ -	$ -	$ 11,100	$ 27,470	$ 27,470	$ 27,470	$ 27,470	$ 27,470	$ 27,470	$ 27,470	$ 27,470	$ 27,470	$ 27,470	$ 27,470	$ 27,470	$ 18,140	$ -	$ -	$ -	$ -	$ -	$ 182,960

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) **AWARDING A CONSTRUCTION CONTRACT TO R&R PACIFIC CONSTRUCTION OF WOODLAND, CALIFORNIA, IN THE AMOUNT OF $4,435,020; AND**
2) **AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF $443,502; AND**
3) **APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GRIFFIN STRUCTURES FOR PROJECT/CONSTRUCTION MANAGEMENT SERVICES FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $200,000; AND**
4) **APPROPRIATING MASTER PLAN PARK IMPACT FEES (F361) IN THE AMOUNT OF $1,200,000 TO CIP 78170; AND**
5) **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 $6,800,000.**

WHEREAS, the Gretchen Talley Park Phase 3 Project (Project) is an approved Capital Improvement Project (CIP) Number 78170; and

WHEREAS, the Project includes demolition of existing paving, landscape and irrigation, electrical, construction of grading, storm drainage, utilities, electrical, concrete work, asphalt, fencing, sport court surfacing, site lighting, irrigation, planting and possible add alternates of shade structures and fitness equipment, and other minor miscellaneous items; and

WHEREAS, the Project was advertised for competitive bids by public notice on April 4, 2025, and April 11, 2025; Bids were received and publicly opened in City Hall, conference room 203, and virtually via Microsoft Teams at 2:00 pm on Thursday, May 8, 2025, with the following results:

Contractor	**Base Bid**	**Add Alternate 1**	**Add Alternate 2**	**Add Alternate 3**	**Total Bid (Including Alternates)**
R&R Pacific Construction	$4,178,210	$94,400	$101,710	$60,700	$4,435,020
Robert A. Bothman Construction	$4,874,500	$140,000	$93,000	$47,000	$5,154,500
Suarez & Munoz Construction, Inc.	$4,821,000	$175,000	$107,250	$59,100	$5,162,350
A&B Construction	$5,472,606.10	$102,260.32	$93,635.06	$31,498.52	$5,700,000

WHEREAS, after a formal public bidding process and analysis, R&R Pacific Construction of Woodland, California, was determined by City staff to be the lowest responsible bidder for the Project; and

WHEREAS, staff is recommending that the City Council award the Base Bid in the amount of $4,178,210 and Add Alternatives 1-3 for a total construction cost of $4,435,020; and

WHEREAS, the total estimated cost of this Project, if awarded to the lowest responsible bidder, is as follows:

Construction Bid	$4,435,020
Contingency 10%	$443,502
Direct Purchase of Restroom (Reso 2025-027)	$363,496
Land Acquisition (Resolution 2018-254)	$470,690
Construction Management	$200,000
Inspections	$100,000
Other Soft Costs (ie, design, permits, fees)	$787,292
Total Project Cost	**$6,800,000**

WHEREAS, on November 15, 2022, the City Council approved an on-call professional services list for landscape architectural, plan check, inspection, and project/construction management services with: Callander & Associates, Griffin Structures, LPA Inc., Nuvis Landscape Architecture, O'Dell Engineering, Verde Design Inc., and WRT Inc. for a five-year term (Resolution 2022-175)

WHEREAS, due to the limited capacity of staff, staff is also recommending the approval of a Professional Services Agreement with on-call consultant Griffin Structures of Irvine, California, to provide project/construction management services for the Project with a total not-to-exceed contract amount of $200,000; and

WHEREAS, Griffin Structures' scope of work includes comprehensive project and construction management services such as preconstruction coordination, submittal management, budget and schedule tracking, site inspections, change order negotiations, and project closeout. Their proposal reflects a clear understanding of municipal park projects, aligns with City needs, and provides a well-defined, cost-effective approach under the City's on-call services contract, validating their selection for this assignment; and

WHEREAS, the current Project budget is $5,600,000 with a current available balance of $4,110,118; and

WHEREAS, staff is requesting to appropriate additional funding from master plan park impact fees in the amount of $1,200,000 into the project budget for CIP 78170 for a total not-to-exceed amount of $6,800,000; and

WHEREAS, City staff requests that the City Council grant 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 $6,800,000; and

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

FURTHER RESOLVED: That the City Council awards a construction contract to R&R Pacific Construction of Woodland, California, in the amount of $4,435,020; and be it**,**

FURTHER RESOLVED: That the City Council authorizes the City Manager to approve change orders up to the contingency amount of $443,502; and be it,

FURTHER RESOLVED: That the City Council approves a Professional Services Agreement with Griffin Structures for project/construction management services for a total not-to-exceed amount of $200,000; and be it,

FURTHER RESOLVED: That the City Council appropriates funds from master plan park impact fees (F361) in the amount of $1,200,000 to CIP 78170; and be it,

FURTHER RESOLVED: That the City Council grants 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 $6,800,000; 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 June 17, 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 QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 17, 2025

Agenda Item 1.l

RECOMMENDATION

Staff recommends that the City Council adopts a resolution:
(1) determining that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.180 (b) (4) and dispensing such requirement for the actions herein, and;

(2) approving a General Services Agreement with Motorola Solutions, Inc. for police communications maintenance for a total not to exceed amount of $537,945 and for the term of three years, July 1, 2025 to June 30, 2028.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a Resolution approving a General Service Agreement (GSA) with Motorola Solutions, Inc, (Consultant) for a three-year term and for a total not to exceed amount of $537,945 The compliance with the standard procurement procedures is not in the best interests of the City because the Tracy Police Department (TPD) uses Motorola equipment for all its communication needs and Consultant is the exclusive vendor for all Motorola products, equipment, installation and maintenance services.

BACKGROUND AND LEGISLATIVE HISTORY

TPD uses Motorola equipment for all police communication needs. This includes all portable police radios, vehicle radios, radio tower equipment, 9-1-1 Communication Center equipment, and all accessories including antennas, receivers, and voters.

Consultant is the exclusive vendor for all Motorola products, equipment, installation services, and maintenance services.

The current agreement between the City and Motorola Solutions, Inc expires on June 30, 2025. As a result, a new agreement is necessary. Staff recommends entering into a three-year agreement with Consultant in the form attached hereto as Attachment A.

Although the department has always used Motorola equipment, up until 2023; Motorola allowed its equipment to be maintained by authorized local vendors. Up until 2023, TPD contracted with Delta Wireless (Stockton, CA) as its authorized local vendor. In 2023, Delta Wireless closed its business, and Motorola brought all maintenance agreements back under their responsibility.

As of 2023, agencies can conduct business with local authorized dealers for purchases and repairs of their equipment, however; now those vendors are authorized and dispatched for services exclusively through Motorola Solutions, Inc. rather than a private contract between the agency and the vendor.

ANALYSIS

All TPD police communication equipment is Motorola product. This includes 177 portable radios and 73 mobile/vehicle radios, all 9-1-1 Communication Center radio equipment, all police communication tower equipment, and all supporting accessories.

As Motorola Solutions, Inc. is the exclusive provider for Motorola equipment, and maintenance of Motorola equipment is only provided by Motorola Solutions, Inc. a transition to another brand of equipment would be extremely costly as the entire inventory would need to be replaced to include equipment, hardware, software, installation costs, programming costs, and other similar expenses.

An exception to the procurement procedure requiring a procurement process can be made Pursuant to Tracy Municipal Code 2.20.180(b)(4), when, in the determination of the City Council, compliance with the procedure is not in the best interest of the City for those commodities, equipment or general services the costs of which equal or exceed Fifty Thousand and no/100ths ($50,000.00) Dollars.

FISCAL IMPACT

The total not to exceed amount of this agreement is $537,945. The funding is provided through the Police Department's operating budget in the General Fund.

Previous contracts for Motorola include:

- July 1, 2024 to June 30, 2025 - $120,000
- December 1, 2023 to June 30, 2025 - $81,000

As discussed above, Motorola previously authorized Delta Wireless to perform maintenance for TPD through a separate agreement between Delta Wireless and TPD. Delta Wireless closed its business in December 2023.

Previous Delta Wireless agreements:

- 2019-2022 - $304,416
- 2022-2025 - $400,000 - agreement terminated early due to Delta Wireless closing business.

PUBLIC OUTREACH/ INTEREST

This is an operational item for the police department. No public outreach was conducted.

COORDINATION

This is an operational item. No coordination is needed with any other city department.

CEQA DETERMINATION

The proposed action is not a "project" under the California Environmental Quality Act

(CEQA). Pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this action will have an effect on the physical environment.

STRATEGIC PLAN

This agenda item is related to Council's strategic priority for Public Safety.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution: (1) determining that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.180 (b)(4) and dispensing such requirement for the actions herein, and; (2) approving a General Services Agreement with Motorola Solutions, Inc. for police communications maintenance with a total not to exceed amount of $537,945 and for the term of three years, July 1, 2025 to June 30, 2028.

Prepared by: Beth Lyons-McCarthy, Support Operations Manager

Reviewed by: Sekou Millington, Chief of Police
Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager
Kamalpreet Gill, Deputy City Attorney
Andrew Shen, Interim City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A: Service Agreement Motorola Solutions, Inc.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3035343
Contract Number: USC000857851
Contract Modifier: R06-MAR-2025 19:35:23

Date:03/06/2025

Company Name:	TRACY POLICE DEPT, CITY OF
Attn:	
Billing Address:	1000 CIVIC CENTER DR
City, State, Zip:	TRACY , CA, 95376
Customer Contact:	Beth Lyons-McCarthy
Phone:	209-831-6594

Required P.O. :	
PO # :	
Customer # :	1000418344
Bill to Tag # :	
Contract Start Date :	01-Jul-2025
Contract End Date :	30-Jun-2028
Payment Cycle :	ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	$165,034.83
	LSV00Q00572A	LOCAL DEVICE SUPPORT	$266,316.46
	LSV00Q00575A	LOCAL DEVICE REPAIR- CUSTOM SLA	$53,297.19
	SVC01SVC1420C	LOCAL INFRASTRUCTURE REPAIR	$53,297.19

Subtotal - Recurring Services	$0.00	$537,945.68
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$537,945.68

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

Essentials Plus Includes:
MSI Dispatch
MSI Onsite Sys Support-Std
MSI Preventive Maintenance1
MSI Repair and Return
MSI Security Update Service
MSI System Tech Support

Local response and local device repair for subscribers based on inventory list.

Local infrastructure repair is for end of life equipment and is commercial reasonably effort basis, upon parts availability.

LSV00Q00572A is for the annual codeplug update and PM1 (Preventative Maintence 1) for the (311) subscribers on the attached list. This scope includes Codeplug updates on existing channels only and is good for 40hrs or work effort. Anything beyond this scope will be quoted additionally. This work effort will be performed in conjunction with the PM1 for subscribers described below.

PM1 (Preventative Maintenance 1) for subscribers on the attached list is included. All subscribers will need to be at one location when performing the PM1. Current list shows 198 Portables and 113 Mobiles (2 incl for logging). Additional cost will be quoted for multiple site visits.

Please note the SUA is covered under current contract agreement: USC000378469

MOTOROLA SOLUTIONS

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I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	CSM	05/21/2025
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Ian Castro	408-531-5275	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name :	TRACY POLICE DEPT, CITY OF
Contract Number :	USC000857851
Contract Modifier :	R06-MAR-2025 19:35:23
Contract Start Date :	01-Jul-2025
Contract End Date :	30-Jun-2026

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : QUOTE-3035343
Contract Number: USC000857851
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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

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Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS
12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS
13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS
17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3035343
Contract Number: USC000857851
Contract Modifier: R06-MAR-2025 19:35:23

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3035343
Contract Number: USC000857851
Contract Modifier: R06-MAR-2025 19:35:23

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

Astro ID	Model Type	Model Number	Serial Number
35800	APX7500	M30TSS9PW1AN	656CQT0690
35801	APX7500	M30TSS9PW1AN	656CQT0670
35802	APX7500	M30TSS9PW1AN	656CQT0678
35803	APX7500	M30TSS9PW1AN	656CQT0722
35804	APX7500	M30TSS9PW1AN	656CQT0698
35805	APX7500	M30TSS9PW1AN	656CQT0679
35808	APX7500	M30TSS9PW1AN	656CQT0665
35809	APX7500	M30TSS9PW1AN	656CQT0718
35812	APX7500	M30TSS9PW1AN	656CQT0716
35813	APX7500	M30TSS9PW1AN	656CQT0672
35814	APX7500	M30TSS9PW1AN	656CQT0705
35816	APX7500	M30TSS9PW1AN	656CQT0715
35818	APX7500	M30TSS9PW1AN	656CQT0719
35819	APX7500	M30TSS9PW1AN	656CQT0662
35822	APX7500	M30TSS9PW1AN	656CQT0707
35824	APX7500	M30TSS9PW1AN	656CQT0697
35825	APX7500	M30TSS9PW1AN	656CQT0710
35829	APX7500	M30TSS9PW1AN	656CQT0669
35831	APX7500	M30TSS9PW1AN	656CQT0663
35832	APX7500	M30TSS9PW1AN	656CQT0721
35834	APX7500	M30TSS9PW1AN	656CQT0666
35835	APX7500	M30TSS9PW1AN	656CQT0662
35836	APX7500	M30TSS9PW1AN	656CQT0711
35837	APX7500	M30TSS9PW1AN	656CQT0703
35838	APX7500	M30TSS9PW1AN	656CQT0674
35844	APX7500	M30TSS9PW1AN	656CQT0704
35845	APX7500	M30TSS9PW1AN	656CQT0714
35846	APX7500	M30TSS9PW1AN	656CQT0699
35847	APX7500	M30TSS9PW1AN	656CQT0701
35848	APX7500	M30TSS9PW1AN	656CQT0693
35849	APX7500	M30TSS9PW1AN	656CQT0694
35850	APX7500	M30TSS9PW1AN	656CQT0708
35851	APX7500	M30TSS9PW1AN	656CQT0677
35852	APX7500	M30TSS9PW1AN	656CQT0696
35853	APX7500	M30TSS9PW1AN	656CQT0691
35854	APX7500	M30TSS9PW1AN	656CQT0702
35858	APX7500	M30TSS9PW1AN	656CQT0706
35861	APX7500	M30TSS9PW1AN	656CQT0671
35862	APX7500	M30TSS9PW1AN	656CQT0692
35863	APX7500	M30TSS9PW1AN	656CQT0673
35865	APX7500	M30TSS9PW1AN	656CQT0712
35867	APX7500	M30TSS9PW1AN	656CQT0689
35868	APX7500	M30TSS9PW1AN	656CQT0667
35869	APX7500	M30TSS9PW1AN	656CQT0675
35872	APX7500	M30TSS9PW1AN	656CQT0713

35875	APX7500	M30TSS9PW1AN	656CQT0723
35876	APX7500	M30TSS9PW1AN	656CQT0709
35876	APX7500	M30TSS9PW1AN	656CQT0717
35877	APX7500	M30TSS9PW1AN	656CQT0724
35878	APX7500	M30TSS9PW1AN	656CRF1558
35878	APX7500	M30TSS9PW1AN	656CQT0658
35879	APX7500	M30TSS9PW1AN	656CQT0661
35880	APX7500	M30TSS9PW1AN	656CQT0660
35882	APX7500		656cqt0709
35883	APX7500	M30TSS9PW1AN	656CQT0725
35884	APX7500	M30TSS9PW1AN	656CQT0726
35885	APX7500		656cqt0728
35887	APX7500		656ctb0355
35888	APX7500	M30TSS9PW1AN	656CQT0659
35889	APX8500		
35890	APX8500	M37TSS9PW1AN	681CVKC135
35891	APX8500	M37TSS9PW1AN	681CVKc136
35892	APX8500		
35893	APX7500		681cxh0168
35894	APX8500		681CXH0169
35895	APX8500		681CXH0170
35896	APX8500		681CXM2022
35925	APX8500		681CXZ7802
35926	APX8500		681CXZ7803
35927	APX8500		681CXZ7804
35928	APX8500	M37TSS9PWIAN	681CXZ7809
35929	APX8500		681CXZ7806
35930	APX8500		681CXZ7807
35931	APX8500		681CXZ7808
35932	APX8500		681CXZ7805
35933	APX8500		681CXZ7810
35934	APX8500		681CAD2545
35935	APX8500	M37TSS9PW1AN	681CYD2541
35936	APX8500	M37TSS9PW1AN	681CYD2542
35937	APX8500		681CYD2540
35938	APX8500	M37TSS9PW1AN	681CVKC134
35939	APX8500		681cyr2821
35940	APX8500		681CTR2820
35950	APX8500		681cxx1252
35951	APX8500		681cxx1253
35952	APX8500		681cxx1254
35953	APX8500		681cxx1255
35954	APX8500		681cxx1256
35955	APX8500		681CXX1257
35956	APX8500	M37TSS9PW1AN	681CZR2996
35957	APX8500	M37TSS9PW1AN	681CZR3806
35958	APX8500		681CZR3793

35959	APX8500		681CZR4002
35960	APX8500		681CZR4000
35961	APX8500		681CZR4001
35962	APX8500		681CZR3999
35963	APX8500		681CZR4003
35964	APX8500		681CZR4004
35965	APX8500	M37TSS9PW1AN	681CAD2698
35966	APX8500	M37TSS9PW1AN	681CAD2700
35967	APX8500	M37TSS9PW1AN	681CAD2699
35968	APX8500	M37TSS9Pw1AN	681CAD2702
35969	APX8500	M37TSS9Pw1AN	681cad2616
35970	APX8500	M37TSS9Pw1AN	681CAD2619
35971	APX8500	M37TSS9Pw1AN	681CAD2618
35972	APX8500	M37TSS9Pw1AN	681CAD2543
35973	APX8500	M37TSS9Pw1AN	681CAD2546
35974	APX8500	M37TSS9Pw1AN	681CAD2559
35975	APX8500	M37TSS9Pw1AN	681CAD2558
35976	APX8500	M37TSS9Pw1AN	681CXZ7811
35977	APX8500	M37TSS9Pw1AN	681CAD2557

GREEN SITE
3906

Tracy PD MCC7500 Inventory

Model Number	Serial Number	Item	Description	NOTES
TRACY PD SITE Rack 1				
CLN1856A	147CQX0459	HP Procurve 2620-24	SITE LAN SWITCH 01	NOT INSTALLED
T7577A	147CQX1731	GGM 8000	SITE GATEWAY 01	NOT INSTALLED
T7039A	112CQX1273	GTR 8000	CHANNEL 1 BASE RADIO	NOT INSTALLED
T7039A	112CQX1276	GTR 8000	CHANNEL 2 BASE RADIO	NOT INSTALLED
9100-9	4130	TRAK 9100	FREQUENCY STANDARD	NOT INSTALLED
YA3-04929-01R0	CC75126-1-1 A	TX COMBINER	TX COMBINER	NOT INSTALLED
YA3-04929-01R0	CC75126-1-1 B	TX COMBINER	TX COMBINER	NOT INSTALLED
YA3-04929-01R0	CC75126-1-1 C	TX COMBINER	TX COMBINER	NOT INSTALLED
YA3-04933-01R0	CC75126-2-1A	RX MULTICOUPLER	RX MULTICOUPLER	NOT INSTALLED
T7585A	405CQX0017	GCP 8000	CONVENTIONAL SITE CONTROLLER 01	IN USE
M21QSM9PW1AN	518CGB0238	XTL 2500	TPD 1 LOGGING	IN USE
M30TSS9PW1AN	656CQT0720	APX 7500	TPD 2 LOGGING	IN USE
M30TSS9PW1AN	656CQT0668	APX 7500	TPD 1 LOGGING	
Tracy PD SITE Rack 2				
T7577A	147CQX1733	GGM 8000	CSUB GATEWAY 01	IN USE
T7577A	147CQX1735	GGM 8000	CSUB GATEWAY 02	IN USE
CLN1856A	147CQX0456	HP Procurve 2620-24	CSUB SWITCH 01	IN USE
CLN1856A	147CQX0457	HP Procurve 2620-24	CSUB SWITCH 02	IN USE
T7321A	112CQX0212	GCM 8000	CHANNEL 1 COMPARATOR	NOT IN USE
T7321A	112CQX0206	GCM 8000	CHANNEL 2 COMPARATOR	NOT IN USE
DDN8325A	Z8E7-047E0-0023	KEYBOARD AND MOUSE	Configuration Manager	IN USE
TT2565C	2UA4420YYY	SERVER	Configuration Manager	IN USE
Z2MINI	MXL1385KDD	CM/CAM		
TRACY PD SITE Rack 3				
T7861A	405CQX0015	HP PROCURVE 2620-24	BACKHAUL LAN SWITCH 01	~~NOT IN USE- SPARE~~
T7861A	405CQX0016	HP PROCURVE 2620-24	BACKHAUL LAN SWITCH 02	~~NOT IN USE- SPARE~~
T7857A	405CQX0019	HP PROCURVE 2620-24	CORE LAN SWITCH 02	IN USE
T7857A	405CQX0020	HP PROCURVE 2620-24	CORE LAN SWITCH 01	IN USE
T7577A	405CQX0012	GGM 8000	TRANSPORT GATEWAY 01	IN USE

KVM

EX2300-24T JZ0218190023 JUNIPER

CLEMARS QUANTAR - T536SA S09CG2116116

T7577A	405CQX0013	GGM 8000	TRANSPORT GATEWAY 02	IN USE
T7585A	405CQX0018	GCP 8000	CONV. SITE CONTROLLER 02	IN USE
T7577A	147CQX3503	GGM 8000	CONV. CHANNEL GATEWAY 02	IN USE- DISPATCH CCGW
T7577A	147CQX2989	GGM 8000	CONV. CHANNEL GATEWAY 01	IN USE- DISPATCH CCGW
F4543A	469SQW003N	SDM 3000 SITE MANAGER	AUX I/O PANNEL	IN USE- DISPATCH CCGW
~~2750020000~~	~~1446000868~~	~~RAD IP MUX~~	~~IP MUX~~	~~NOT IN USE~~
L30SSS9PWIAN	761CPR0532	INTEROP RADIO	APX 7500 CONSOLETTE	
TRACY PD SITE DISPATCH				
TT2538C(HP Z420)	2UA4440NQK	SPATCH OPERATOR POSITION	OP01	IN USE
AS193I-BK	S39105333NA	ACCUSYNC 19" MONITOR	OP01	IN USE
B1933A	443CQX0691	VOICE PROCESSOR MODULE	OP01	IN USE
B1913A	443IQU2384	MCC SERIES HEADSET JACK	OP01	IN USE
B1913A	443IQW0639	MCC SERIES HEADSET JACK	OP01	IN USE
B1912A	443IQW0603	ICC DESKTOP SPEAKER(SELEC	OP01	IN USE
B1912A	443IQW0557	C DESKTOP SPEAKER(UNSELE	OP01	IN USE
TT2538C(HP Z420)	2UA4440NNQ	SPATCH OPERATOR POSITION	OP02	IN USE
AS193I-BK	S39105335NA	ACCUSYNC 19" MONITOR	OP02	IN USE
B1933A	443CQX0694	VOICE PROCESSOR MODULE	OP02	IN USE
B1913A	443IQW0667	MCC SERIES HEADSET JACK	OP02	IN USE
B1913A	443IQW0663	MCC SERIES HEADSET JACK	OP02	IN USE
B1912A	443IQW0601	ICC DESKTOP SPEAKER(SELEC	OP02	IN USE
B1912A	443IQU2308	C DESKTOP SPEAKER(UNSELE	OP02	IN USE
TT2538C(HP Z420)	2UA4440NPD	SPATCH OPERATOR POSITION	OP03	IN USE
AS193I-BK	S44114221NA	ACCUSYNC 19" MONITOR	OP03	IN USE
B1933A	443CQX0693	VOICE PROCESSOR MODULE	OP03	IN USE
B1913A	443IQW0698	MCC SERIES HEADSET JACK	OP03	IN USE
B1913A	443IQW0648	MCC SERIES HEADSET JACK	OP03	IN USE
B1912A	443IQW0591	ICC DESKTOP SPEAKER(SELEC	OP03	IN USE
B1912A	443IQW0595	C DESKTOP SPEAKER(UNSELE	OP03	IN USE
TT2538C(HP Z420)	2UA4440NNC	SPATCH OPERATOR POSITION	OP04	IN USE
AS193I-BK	S44114236NA	ACCUSYNC 19" MONITOR	OP04	IN USE

RMC 458-468.650 RM303-208S1B S/N#CC37698-2-2 SINCLAIR RMC
RMC 465-468.500 RM305-508S1B S/N#CC3379/-1-1 SINCLAIR

B1933A	443CQX0689	VOICE PROCESSOR MODULE	OP04	IN USE
B1913A	443IQU2385	MCC SERIES HEADSET JACK	OP04	IN USE
B1913A	443IQW0655	MCC SERIES HEADSET JACK	OP04	IN USE
B1912A	443IQW0578	MCC DESKTOP SPEAKER(SELEC	OP04	IN USE
B1912A	443IQW0519	CC DESKTOP SPEAKER(UNSELE	OP04	IN USE
TT2538C(HP Z420)	2UA4440NPR	SPATCH OPERATOR POSITION	OP05	IN USE
AS193I-BK	S44114291NA	ACCUSYNC 19" MONITOR	OP05	IN USE
B1933A	443CQX0690	VOICE PROCESSOR MODULE	OP05	IN USE
B1913A	443IQU2377	MCC SERIES HEADSET JACK	OP05	IN USE
B1913A	443IQW0619	MCC SERIES HEADSET JACK	OP05	IN USE
B1912A	443IQW0575	MCC DESKTOP SPEAKER(SELEC	OP05	IN USE
B1912A	443IQW0462	CC DESKTOP SPEAKER(UNSELE	OP05	IN USE
TT2538C(HP Z420)	2UA4440NMD	SPATCH OPERATOR POSITION	OP06	IN USE
AS193I-BK	S44114249NA	ACCUSYNC 19" MONITOR	OP06	IN USE
B1933A	443CQX0692	VOICE PROCESSOR MODULE	OP06	IN USE
B1913A	443IQW0666	MCC SERIES HEADSET JACK	OP06	IN USE
B1913A	443IQW0671	MCC SERIES HEADSET JACK	OP06	IN USE
B1912A	443IQW0564	MCC DESKTOP SPEAKER(SELEC	OP06	IN USE
B1912A	443IQWU2314	CC DESKTOP SPEAKER(UNSELE	OP06	IN USE
TT2538C(HP Z420)	2UA4440NQK	SPATCH OPERATOR POSITION	SPARE	IN USE- SPARE
		19" MONITOR	SPARE	IN USE- SPARE
B1933A	443CQX0697	OICE PROCESSOR MODULE FR	SPARE	IN USE- SPARE
B1913A	443IQW0661	MCC SERIES HEADSET JACK	SPARE	IN USE- SPARE
B1912A	443IQU2267	MCC DESKTOP SPEAKER	SPARE	IN USE- SPARE
TRACY PD SITE GREEN	1691			
T7577A	147CQX~~1690~~	GGM 8000	SITE GATEWAY 01	NOT IN USE
CLN1856A	147CQX0458	HP PROCURVE 2620-24	SITE LAN SWITCH 01	NOT IN USE
T7039A	112CQX1277	GTR 8000	CHANNEL 1 BASE RADIO	NOT IN USE
T7039A	112CQX1278	GTR 8000	CHANNEL 2 BASE RADIO	NOT IN USE
~~2750020000~~	~~1446000867~~	~~RAD IP MUX~~	~~IPMUX~~	~~NOT IN USE~~

YA3-04933-02RO	CC75126-3-1A	TX COMBINER	TX COMBINER	NOT IN USE
~~YA3-04933-02RO~~	~~CC75126-3-1B~~	~~TX COMBINER~~	~~TX COMBINER~~	~~NOT IN USE~~
9100-8	1405	TRAK 9100	FREQUENCY STANDARD	NOT IN USE

RMC YA3-04933-01RO S/N# CC75126-2-1A
CC75126-2-1B (FILTER

DSTRAK9100SE

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 PROCESSES IS NOT IN THE BEST INTERESTS OF THE CITY PURSUANT TO TRACY MUNICIPAL CODE 2.20.180 (B)(4) AND DISPENSING SUCH REQUIREMENT FOR THE ACTIONS HEREIN, AND;

(2) APPROVING A GENERAL SERVICES AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR POLICE COMMUNICATIONS MAINTENANCE WITH A TOTAL NOT TO EXCEED AMOUNT OF $537,945 AND FOR THE TERM OF THREE YEARS, JULY 1, 2025 TO JUNE 30, 2028.

WHEREAS, the police department uses Motorola equipment for all police communication needs which includes all portable police radios, vehicle radios, radio tower equipment, 9-1-1 Communication Center equipment, and all accessories including antennas, receivers, and voters; and;

WHEREAS, until 2023, City was contracted with a local vendor, Delta Wireless, for these services but Delta Wireless closed its business in 2023 and Motorola Services, Inc. (Consultant) assumed responsibility over all accounts and contracts effected by the closure of Delta Wireless; and

WHEREAS, because Consultant is concurrently the exclusive provider for Motorola equipment, a transition to another brand of equipment would be extremely costly as the entire inventory would need to be replaced to include equipment, hardware, software, installation costs, programming costs, and other similar expenses; and

WHEREAS, Tracy Municipal Code Section 2.20.180(b)(4) authorizes the City Council to approve an exception to the contracting procedure for general services agreements where the Council finds compliance is not in the best interest of the City for the subject services; and

WHEREAS, City Council has determined that compliance with the City's competitive bidding procedures is not in the best interest of the City, in part, because Consultant is currently the exclusive provider for Motorola equipment and a transition to another brand of equipment would be extremely costly; and

WHEREAS, the City seeks to enter into a three year agreement, July 1, 2025 to June 30, 2028, with Consultant for a cost not to exceed $537,945 to be funded through the Police Department's operating budget; and

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the City Council of the City of Tracy hereby finds the above recitals to be true and correct; and be it further

RESOLVED: That the City Council hereby approves that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.180 (b)(4) and dispensing such requirement for the actions herein; and be it further

RESOLVED: That the City Council does hereby approve a General Services Agreement with Motorola Solutions, Inc. in the form attached as Exhibit 1 for police communications maintenance with a total not to exceed amount of $537,945 and for a term of three years, effective from July 1, 2025 to June 30, 2028.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on June 17, 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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3035343
Contract Number: USC000857851
Contract Modifier: R06-MAR-2025 19:35:23

Date:03/06/2025

Company Name:	TRACY POLICE DEPT, CITY OF
Attn:	
Billing Address:	1000 CIVIC CENTER DR
City, State, Zip:	TRACY , CA, 95376
Customer Contact:	Beth Lyons-McCarthy
Phone:	209-831-6594

Required P.O. :	
PO # :	
Customer # :	1000418344
Bill to Tag # :	
Contract Start Date :	01-Jul-2025
Contract End Date :	30-Jun-2028
Payment Cycle :	ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	$165,034.83
	LSV00Q00572A	LOCAL DEVICE SUPPORT	$266,316.46
	LSV00Q00575A	LOCAL DEVICE REPAIR- CUSTOM SLA	$53,297.19
	SVC01SVC1420C	LOCAL INFRASTRUCTURE REPAIR	$53,297.19

Subtotal - Recurring Services	$0.00	$537,945.68
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$537,945.68

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

Essentials Plus Includes:
MSI Dispatch
MSI Onsite Sys Support-Std
MSI Preventive Maintenance1
MSI Repair and Return
MSI Security Update Service
MSI System Tech Support

Local response and local device repair for subscribers based on inventory list.

Local infrastructure repair is for end of life equipment and is commercial reasonably effort basis, upon parts availability.

LSV00Q00572A is for the annual codeplug update and PM1 (Preventative Maintence 1) for the (311) subscribers on the attached list. This scope includes Codeplug updates on existing channels only and is good for 40hrs or work effort. Anything beyond this scope will be quoted additionally. This work effort will be performed in conjunction with the PM1 for subscribers described below.

PM1 (Preventative Maintenance 1) for subscribers on the attached list is included. All subscribers will need to be at one location when performing the PM1. Current list shows 198 Portables and 113 Mobiles (2 incl for logging). Additional cost will be quoted for multiple site visits.

Please note the SUA is covered under current contract agreement: USC000378469

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I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	CSM	05/21/2025
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Ian Castro	408-531-5275	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name :	TRACY POLICE DEPT, CITY OF
Contract Number :	USC000857851
Contract Modifier :	R06-MAR-2025 19:35:23
Contract Start Date :	01-Jul-2025
Contract End Date :	30-Jun-2026

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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

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Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS
12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS
13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS
17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

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17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

Astro ID	Model Type	Model Number	Serial Number
35800	APX7500	M30TSS9PW1AN	656CQT0690
35801	APX7500	M30TSS9PW1AN	656CQT0670
35802	APX7500	M30TSS9PW1AN	656CQT0678
35803	APX7500	M30TSS9PW1AN	656CQT0722
35804	APX7500	M30TSS9PW1AN	656CQT0698
35805	APX7500	M30TSS9PW1AN	656CQT0679
35808	APX7500	M30TSS9PW1AN	656CQT0665
35809	APX7500	M30TSS9PW1AN	656CQT0718
35812	APX7500	M30TSS9PW1AN	656CQT0716
35813	APX7500	M30TSS9PW1AN	656CQT0672
35814	APX7500	M30TSS9PW1AN	656CQT0705
35816	APX7500	M30TSS9PW1AN	656CQT0715
35818	APX7500	M30TSS9PW1AN	656CQT0719
35819	APX7500	M30TSS9PW1AN	656CQT0662
35822	APX7500	M30TSS9PW1AN	656CQT0707
35824	APX7500	M30TSS9PW1AN	656CQT0697
35825	APX7500	M30TSS9PW1AN	656CQT0710
35829	APX7500	M30TSS9PW1AN	656CQT0669
35831	APX7500	M30TSS9PW1AN	656CQT0663
35832	APX7500	M30TSS9PW1AN	656CQT0721
35834	APX7500	M30TSS9PW1AN	656CQT0666
35835	APX7500	M30TSS9PW1AN	656CQT0662
35836	APX7500	M30TSS9PW1AN	656CQT0711
35837	APX7500	M30TSS9PW1AN	656CQT0703
35838	APX7500	M30TSS9PW1AN	656CQT0674
35844	APX7500	M30TSS9PW1AN	656CQT0704
35845	APX7500	M30TSS9PW1AN	656CQT0714
35846	APX7500	M30TSS9PW1AN	656CQT0699
35847	APX7500	M30TSS9PW1AN	656CQT0701
35848	APX7500	M30TSS9PW1AN	656CQT0693
35849	APX7500	M30TSS9PW1AN	656CQT0694
35850	APX7500	M30TSS9PW1AN	656CQT0708
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35853	APX7500	M30TSS9PW1AN	656CQT0691
35854	APX7500	M30TSS9PW1AN	656CQT0702
35858	APX7500	M30TSS9PW1AN	656CQT0706
35861	APX7500	M30TSS9PW1AN	656CQT0671
35862	APX7500	M30TSS9PW1AN	656CQT0692
35863	APX7500	M30TSS9PW1AN	656CQT0673
35865	APX7500	M30TSS9PW1AN	656CQT0712
35867	APX7500	M30TSS9PW1AN	656CQT0689
35868	APX7500	M30TSS9PW1AN	656CQT0667
35869	APX7500	M30TSS9PW1AN	656CQT0675
35872	APX7500	M30TSS9PW1AN	656CQT0713

35875	APX7500	M30TSS9PW1AN	656CQT0723
35876	APX7500	M30TSS9PW1AN	656CQT0709
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35877	APX7500	M30TSS9PW1AN	656CQT0724
35878	APX7500	M30TSS9PW1AN	656CRF1558
35878	APX7500	M30TSS9PW1AN	656CQT0658
35879	APX7500	M30TSS9PW1AN	656CQT0661
35880	APX7500	M30TSS9PW1AN	656CQT0660
35882	APX7500		656cqt0709
35883	APX7500	M30TSS9PW1AN	656CQT0725
35884	APX7500	M30TSS9PW1AN	656CQT0726
35885	APX7500		656cqt0728
35887	APX7500		656ctb0355
35888	APX7500	M30TSS9PW1AN	656CQT0659
35889	APX8500		
35890	APX8500	M37TSS9PW1AN	681CVKC135
35891	APX8500	M37TSS9PW1AN	681CVKc136
35892	APX8500		
35893	APX7500		681cxh0168
35894	APX8500		681CXH0169
35895	APX8500		681CXH0170
35896	APX8500		681CXM2022
35925	APX8500		681CXZ7802
35926	APX8500		681CXZ7803
35927	APX8500		681CXZ7804
35928	APX8500	M37TSS9PWIAN	681CXZ7809
35929	APX8500		681CXZ7806
35930	APX8500		681CXZ7807
35931	APX8500		681CXZ7808
35932	APX8500		681CXZ7805
35933	APX8500		681CXZ7810
35934	APX8500		681CAD2545
35935	APX8500	M37TSS9PW1AN	681CYD2541
35936	APX8500	M37TSS9PW1AN	681CYD2542
35937	APX8500		681CYD2540
35938	APX8500	M37TSS9PW1AN	681CVKC134
35939	APX8500		681cyr2821
35940	APX8500		681CTR2820
35950	APX8500		681cxx1252
35951	APX8500		681cxx1253
35952	APX8500		681cxx1254
35953	APX8500		681cxx1255
35954	APX8500		681cxx1256
35955	APX8500		681CXX1257
35956	APX8500	M37TSS9PW1AN	681CZR2996
35957	APX8500	M37TSS9PW1AN	681CZR3806
35958	APX8500		681CZR3793

35959	APX8500		681CZR4002
35960	APX8500		681CZR4000
35961	APX8500		681CZR4001
35962	APX8500		681CZR3999
35963	APX8500		681CZR4003
35964	APX8500		681CZR4004
35965	APX8500	M37TSS9PW1AN	681CAD2698
35966	APX8500	M37TSS9PW1AN	681CAD2700
35967	APX8500	M37TSS9PW1AN	681CAD2699
35968	APX8500	M37TSS9Pw1AN	681CAD2702
35969	APX8500	M37TSS9Pw1AN	681cad2616
35970	APX8500	M37TSS9Pw1AN	681CAD2619
35971	APX8500	M37TSS9Pw1AN	681CAD2618
35972	APX8500	M37TSS9Pw1AN	681CAD2543
35973	APX8500	M37TSS9Pw1AN	681CAD2546
35974	APX8500	M37TSS9Pw1AN	681CAD2559
35975	APX8500	M37TSS9Pw1AN	681CAD2558
35976	APX8500	M37TSS9Pw1AN	681CXZ7811
35977	APX8500	M37TSS9Pw1AN	681CAD2557

GREEN SITE
3906

Tracy PD MCC7500 Inventory

Model Number	Serial Number	Item	Description	NOTES
TRACY PD SITE Rack 1				
CLN1856A	147CQX0459	HP Procurve 2620-24	SITE LAN SWITCH 01	NOT INSTALLED
T7577A	147CQX1731	GGM 8000	SITE GATEWAY 01	NOT INSTALLED
T7039A	112CQX1273	GTR 8000	CHANNEL 1 BASE RADIO	NOT INSTALLED
T7039A	112CQX1276	GTR 8000	CHANNEL 2 BASE RADIO	NOT INSTALLED
9100-9	4130	TRAK 9100	FREQUENCY STANDARD	NOT INSTALLED
YA3-04929-01R0	CC75126-1-1 A	TX COMBINER	TX COMBINER	NOT INSTALLED
YA3-04929-01R0	CC75126-1-1 B	TX COMBINER	TX COMBINER	NOT INSTALLED
YA3-04929-01R0	CC75126-1-1 C	TX COMBINER	TX COMBINER	NOT INSTALLED
YA3-04933-01R0	CC75126-2-1A	RX MULTICOUPLER	RX MULTICOUPLER	NOT INSTALLED
T7585A	405CQX0017	GCP 8000	CONVENTIONAL SITE CONTROLLER 01	IN USE
M21QSM9PW1AN	518CGB0238	XTL 2500	TPD 1 LOGGING	IN USE
M30TSS9PW1AN	656CQT0720	APX 7500	TPD 2 LOGGING	IN USE
M30TSS9PW1AN	656CQT0668	APX 7500	TPD 1 LOGGING	
Tracy PD SITE Rack 2				
T7577A	147CQX1733	GGM 8000	CSUB GATEWAY 01	IN USE
T7577A	147CQX1735	GGM 8000	CSUB GATEWAY 02	IN USE
CLN1856A	147CQX0456	HP Procurve 2620-24	CSUB SWITCH 01	IN USE
CLN1856A	147CQX0457	HP Procurve 2620-24	CSUB SWITCH 02	IN USE
T7321A	112CQX0212	GCM 8000	CHANNEL 1 COMPARATOR	NOT IN USE
T7321A	112CQX0206	GCM 8000	CHANNEL 2 COMPARATOR	NOT IN USE
DDN8325A	Z8E7-047E0-0023	KEYBOARD AND MOUSE	Configuration Manager	IN USE
TT2565C	2UA4420YYY	SERVER	Configuration Manager	IN USE
Z2MINI	MXL1385KDD	CM/CAM		
TRACY PD SITE Rack 3				
T7861A	405CQX0015	HP PROCURVE 2620-24	BACKHAUL LAN SWITCH 01	~~NOT IN USE- SPARE~~
T7861A	405CQX0016	HP PROCURVE 2620-24	BACKHAUL LAN SWITCH 02	~~NOT IN USE- SPARE~~
T7857A	405CQX0019	HP PROCURVE 2620-24	CORE LAN SWITCH 02	IN USE
T7857A	405CQX0020	HP PROCURVE 2620-24	CORE LAN SWITCH 01	IN USE
T7577A	405CQX0012	GGM 8000	TRANSPORT GATEWAY 01	IN USE

KVM

EX2300-24T JZ0218190023 JUNIPER

CLEMARS QUANTAR - T536SA S09CG2116116

T7577A	405CQX0013	GGM 8000	TRANSPORT GATEWAY 02	IN USE
T7585A	405CQX0018	GCP 8000	CONV. SITE CONTROLLER 02	IN USE
T7577A	147CQX3503	GGM 8000	CONV. CHANNEL GATEWAY 02	IN USE- DISPATCH CCGW
T7577A	147CQX2989	GGM 8000	CONV. CHANNEL GATEWAY 01	IN USE- DISPATCH CCGW
F4543A	469SQW003N	SDM 3000 SITE MANAGER	AUX I/O PANNEL	IN USE- DISPATCH CCGW
~~2750020000~~	~~1446000868~~	~~RAD IP MUX~~	~~IP MUX~~	~~NOT IN USE~~
L30SSS9PWIAN	761CPR0532	INTEROP RADIO	APX 7500 CONSOLETTE	
TRACY PD SITE DISPATCH				
TT2538C(HP Z420)	2UA4440NQK	SPATCH OPERATOR POSITION	OP01	IN USE
AS193I-BK	S39105333NA	ACCUSYNC 19" MONITOR	OP01	IN USE
B1933A	443CQX0691	VOICE PROCESSOR MODULE	OP01	IN USE
B1913A	443IQU2384	MCC SERIES HEADSET JACK	OP01	IN USE
B1913A	443IQW0639	MCC SERIES HEADSET JACK	OP01	IN USE
B1912A	443IQW0603	ICC DESKTOP SPEAKER(SELEC	OP01	IN USE
B1912A	443IQW0557	C DESKTOP SPEAKER(UNSELE	OP01	IN USE
TT2538C(HP Z420)	2UA4440NNQ	SPATCH OPERATOR POSITION	OP02	IN USE
AS193I-BK	S39105335NA	ACCUSYNC 19" MONITOR	OP02	IN USE
B1933A	443CQX0694	VOICE PROCESSOR MODULE	OP02	IN USE
B1913A	443IQW0667	MCC SERIES HEADSET JACK	OP02	IN USE
B1913A	443IQW0663	MCC SERIES HEADSET JACK	OP02	IN USE
B1912A	443IQW0601	ICC DESKTOP SPEAKER(SELEC	OP02	IN USE
B1912A	443IQU2308	C DESKTOP SPEAKER(UNSELE	OP02	IN USE
TT2538C(HP Z420)	2UA4440NPD	SPATCH OPERATOR POSITION	OP03	IN USE
AS193I-BK	S44114221NA	ACCUSYNC 19" MONITOR	OP03	IN USE
B1933A	443CQX0693	VOICE PROCESSOR MODULE	OP03	IN USE
B1913A	443IQW0698	MCC SERIES HEADSET JACK	OP03	IN USE
B1913A	443IQW0648	MCC SERIES HEADSET JACK	OP03	IN USE
B1912A	443IQW0591	ICC DESKTOP SPEAKER(SELEC	OP03	IN USE
B1912A	443IQW0595	C DESKTOP SPEAKER(UNSELE	OP03	IN USE
TT2538C(HP Z420)	2UA4440NNC	SPATCH OPERATOR POSITION	OP04	IN USE
AS193I-BK	S44114236NA	ACCUSYNC 19" MONITOR	OP04	IN USE

RMC 458-468.650 RM303-208S1B S/N#CC37698-2-2 SINCLAIR RMC
RMC 465-468.500 RM305-508S1B S/N#CC3379/-1-1 SINCLAIR

B1933A	443CQX0689	VOICE PROCESSOR MODULE	OP04	IN USE
B1913A	443IQU2385	MCC SERIES HEADSET JACK	OP04	IN USE
B1913A	443IQW0655	MCC SERIES HEADSET JACK	OP04	IN USE
B1912A	443IQW0578	MCC DESKTOP SPEAKER(SELEC	OP04	IN USE
B1912A	443IQW0519	CC DESKTOP SPEAKER(UNSELE	OP04	IN USE
TT2538C(HP Z420)	2UA4440NPR	SPATCH OPERATOR POSITION	OP05	IN USE
AS193I-BK	S44114291NA	ACCUSYNC 19" MONITOR	OP05	IN USE
B1933A	443CQX0690	VOICE PROCESSOR MODULE	OP05	IN USE
B1913A	443IQU2377	MCC SERIES HEADSET JACK	OP05	IN USE
B1913A	443IQW0619	MCC SERIES HEADSET JACK	OP05	IN USE
B1912A	443IQW0575	MCC DESKTOP SPEAKER(SELEC	OP05	IN USE
B1912A	443IQW0462	CC DESKTOP SPEAKER(UNSELE	OP05	IN USE
TT2538C(HP Z420)	2UA4440NMD	SPATCH OPERATOR POSITION	OP06	IN USE
AS193I-BK	S44114249NA	ACCUSYNC 19" MONITOR	OP06	IN USE
B1933A	443CQX0692	VOICE PROCESSOR MODULE	OP06	IN USE
B1913A	443IQW0666	MCC SERIES HEADSET JACK	OP06	IN USE
B1913A	443IQW0671	MCC SERIES HEADSET JACK	OP06	IN USE
B1912A	443IQW0564	MCC DESKTOP SPEAKER(SELEC	OP06	IN USE
B1912A	443IQWU2314	CC DESKTOP SPEAKER(UNSELE	OP06	IN USE
TT2538C(HP Z420)	2UA4440NQK	SPATCH OPERATOR POSITION	SPARE	IN USE- SPARE
		19" MONITOR	SPARE	IN USE- SPARE
B1933A	443CQX0697	OICE PROCESSOR MODULE FR	SPARE	IN USE- SPARE
B1913A	443IQW0661	MCC SERIES HEADSET JACK	SPARE	IN USE- SPARE
B1912A	443IQU2267	MCC DESKTOP SPEAKER	SPARE	IN USE- SPARE
TRACY PD SITE GREEN	1691			
T7577A	147CQX~~1690~~	GGM 8000	SITE GATEWAY 01	NOT IN USE
CLN1856A	147CQX0458	HP PROCURVE 2620-24	SITE LAN SWITCH 01	NOT IN USE
T7039A	112CQX1277	GTR 8000	CHANNEL 1 BASE RADIO	NOT IN USE
T7039A	112CQX1278	GTR 8000	CHANNEL 2 BASE RADIO	NOT IN USE
~~2750020000~~	~~1446000867~~	~~RAD IP MUX~~	~~IPMUX~~	~~NOT IN USE~~

YA3-04933-02RO	CC75126-3-1A	TX COMBINER	TX COMBINER	NOT IN USE
~~YA3-04933-02RO~~	~~CC75126-3-1B~~	~~TX COMBINER~~	~~TX COMBINER~~	~~NOT IN USE~~
9100-8	1405	TRAK 9100	FREQUENCY STANDARD	NOT IN USE

RMC YA3-04933-01RO S/N# CC75126-2-1A
CC75126-2-1B (FILTER

DSTRAK9100SE

June 17, 2025

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution (1) approving Cooperative Agreement C-25-096 with the San Joaquin Council of Governments for the City of Tracy Transit Station Mobility Hub Demonstration Project; (2) authorizing the City Manager, or designee, to execute the agreement.

EXECUTIVE SUMMARY

The San Joaquin Council of Governments (SJCOG) received funding from the California Department of Housing and Community Development under the Regional Early Action Planning Grant 2.0 Program ("REAP 2.0") providing resources for design, construction, and implementation of mobility hub infrastructure. Through work with its Partner Agency Group (PAG) the Tracy Transit Station was one of three shortlisted sites and was ultimately selected to be used as a demonstration project as a mobility hub as outlined in SJCOG's San Joaquin Regional Mobility Hub Plan. SJCOG will be responsible for overseeing the project delivery, and the City of Tracy will take ownership of the project at completion.

BACKGROUND AND LEGISLATIVE HISTORY

A mobility hub is a central location that integrates various modes of transportation to facilitate seamless and efficient travel for individuals. It typically includes a combination of public transit services (such as buses, trains, or shuttles), shared mobility options (like bikes, scooters, and carsharing services), and supportive infrastructure (such as parking, charging stations for electric vehicles, and facilities for pedestrians and cyclists).

Mobility hubs are designed to enhance connectivity, reduce dependency on single occupancy vehicles (SOVs), and promote sustainable transportation options. They often feature amenities like real-time travel information, ticketing services, and safe, accessible spaces for transfers between different modes of transport. Mobility hubs can integrate public and private mobility services, enhancing both the customer experience and the resilience of the transportation system.

SJCOG has developed the San Joaquin Regional Mobility Hub Plan (Plan) which is designed to address the growing need for diverse transportation options in response to rising vehicle miles traveled (VMT) and increasing congestion across the region. The Plan is split into two phases, a planning phase and an implementation phase. The planning phase lays the groundwork for establishing a long-term, self-sustaining network of mobility hubs that promote sustainable travel, enhance access to opportunities, and meet the needs of disadvantaged communities. The implementation phase will put this plan into action, starting with a demonstration project which will inform future mobility hub implementation and community development efforts across the region. The demonstration project is intended to be a permanent infrastructure improvement.

The purpose of the demonstration project is to enhance first/last mile connectivity, promote multimodal transportation, and support equitable access to the regional transit network through

the development of infrastructure such as bike/scooter parking, wayfinding, shared mobility zones, and public realm improvements.

Through work with SJCOG's PAG, three sites within the San Joaquin County were shortlisted as viable demonstration project locations, with the Tracy Transit Station being included as one of the three sites. All three sites were scored and evaluated, including in-person site visits. Ultimately the Tracy Transit Station was selected as the preferred site for the mobility hub demonstration project. The Transit Station received the highest prioritization score of the three sites and offers more amenities and higher quality infrastructure that can complement the recommended mobility hub improvements.

ANALYSIS

Through the REAP 2.0 program, SJOCG currently has funds set aside for this project. SJCOG will provide all planning, design, and construction of mobility hub elements at and around the Tracy Transit Station. These may include, but are not limited to, installation of bike racks and secure lockers, enhanced pedestrian and micromobility infrastructure, wayfinding signage and lighting improvements, public art, passenger amenities such as benches and shade structures, and designated zones for rideshare, shuttle, and drop-off activity.

This cooperative agreement will enable SJCOG to take the lead on this project and the City will provide a supporting role in providing project support and help in obtaining the necessary permits to complete the project. The City would take ownership of all the improvements once the project is completed.

Funding through REAP 2.0 is time sensitive and expires at the end of June 2026. Should the City not enter into this agreement, funding would need to be diverted to one of the other potential mobility hub sites within another jurisdiction in the county.

FISCAL IMPACT

Funding for the project listed in the agreement will come from REAP 2.0 funding through SJCOG, which is currently allocated to this project. No additional City funds are needed at this time to complete the project.

STRATEGIC PLAN

This agenda item supports the Council's Economic Development Strategic Priority 2.C. – Promote TRACER Bus Services to increase awareness and ridership as well as Quality of Life Strategic Priority 1.A. – Secure funding to address local transportation and roadway needs including street, sidewalk, bicycle, and pedestrian walkway improvements.

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act 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 §§15378(b)(5)).

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution (1) approving Cooperative Agreement C-25-096 with the San Joaquin Council of Governments for the City of Tracy Transit Station Mobility Hub Demonstration Project; (2) authorizing the City Manager, or designee, to execute the agreement.

Prepared by: Ed Lovell, Transit Manager

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

Approved by: Midori Lichtwardt, City Manager

Attachments: A – Cooperative Agreement C-25-096 with SJCOG

COOPERATIVE AGREEMENT (C-25-096)
FOR THE CITY OF TRACY TRANSIT STATION
MOBILITY HUB DEMONSTRATION PROJECT

This Cooperative Agreement ("Agreement") is entered into by and between the San Joaquin Council of Governments, a federally designated Metropolitan Planning Organization with offices at 555 E Weber Ave, Stockton, CA 95202 (hereinafter "SJCOG"), and the City of Tracy, a municipal corporation of the State of California, with offices at 333 Civic Center Plaza, Tracy, CA 95376 (hereinafter "City") on this 17th day of June 2025.

RECITALS

WHEREAS, SJCOG is a federally designated metropolitan planning organization responsible for regional transportation planning and programming in San Joaquin County, including the administration of state and federal transportation funds; and

WHEREAS, the City is a municipal corporation organized under the laws of the State, with jurisdiction over public rights-of-way and land use regulation within its city limits, including the area surrounding the Tracy Transit Station; and

WHEREAS, in December 2023, the Project received funding from the California Department of Housing and Community Development under the Regional Early Action Planning Grant 2.0 Program ("REAP 2.0") providing resources for design, construction, and implementation of mobility hub infrastructure; and

WHEREAS, the purpose of the Project is to enhance first/last mile connectivity, promote multimodal transportation, and support equitable access to the regional transit network through the development of infrastructure such as bike/scooter parking, wayfinding, shared mobility zones, and public realm improvements; and

WHEREAS, SJCOG will serve as the project sponsor and will manage the contract with a prime contractor responsible for conducting a competitive public bid and overseeing construction of the Project; and

WHEREAS, the City supports the goals of the Project and acknowledges that implementation requires coordination regarding permitting, right-of-way use, city staff resources, and integration with City policies and infrastructure; and

WHEREAS, the parties desire to enter into this Cooperative Agreement to set forth their respective roles, responsibilities, and commitments in support of the successful delivery of the Project; and

WHEREAS, the City Council of Tracy is anticipated to review and consider approval of this Cooperative Agreement in June 2025, after which this Agreement will be executed by both parties and become effective;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant, and agree as follow:

AGREEMENT

SECTION I

1.1. Project Description. The Project includes the planning, design, and construction of mobility hub elements at and around the Tracy Transit Station. These may include, but are not limited to, installation of bike racks and secure lockers, enhanced pedestrian and micromobility infrastructure, wayfinding signage and lighting improvements, passenger amenities such as benches and shade structures, and designated zones for rideshare, shuttle, and drop-off activity.

A conceptual site plan and cost estimates are included in the Scope of Work as **Exhibit A.**

1.2. Change in Project Scope. A change in the Project scope as described in Exhibit "A" may be implemented if it has been approved in writing by SJCOG and the City of Tracy. Scope is to be reviewed by SJCOG staff for conformance with intent.

SECTION II

2.1 SJCOG Responsibilities. SJCOG shall serve as the Project sponsor and lead agency, manage state grant funds and ensure compliance with applicable funding requirements, oversee a prime contractor who will enter into subcontract with a construction firm through a competitive bid process, coordinate with the City on design and permitting, conduct public and stakeholder engagement in collaboration with the City, and oversee construction and manage project reporting and close-out.

2.2 City Responsibilities. The City shall participate in design review and provide timely comments, issue necessary permits, encroachment approvals, or right-of-way agreements, coordinate interdepartmentally to support Project delivery, allow access to City property as necessary for construction and staging, assume maintenance responsibility for Project elements installed on City property or within City right-of-way, unless otherwise agreed in writing.

2.3 Permits and Approvals. SJCOG shall be responsible for obtaining all permits and approvals necessary for the Project, including those related to environmental compliance. The City shall waive all City required permit fees and process any required local permits in accordance with applicable laws, codes, and procedures. SJCOG and/or its contractors shall comply with all applicable permit conditions. The Parties agree that, as between them, SJCOG will act as the lead agency for purposes of coordinating and overseeing compliance with environmental

requirements, including but not limited to any obligations under the California Environmental Quality Act (CEQA). The City will provide reasonable assistance and relevant information to support SJCOG's efforts to fulfill applicable environmental obligations.

2.4 Ownership and Maintenance. Upon final acceptance of the Project, the City shall assume ownership in accordance with applicable California law and be responsible for all permanent improvements installed on City property or within the City's right-of-way. The City shall be responsible for any ongoing operations and maintenance of such improvements unless otherwise specified in writing by the Parties. SJCOG shall not be responsible for ongoing operations or maintenance unless otherwise specified in this Agreement or explicitly agreed to in writing signed by the Parties. Temporary or pilot elements shall be evaluated jointly by the City and SJCOG, and a mutually agreed upon disposition, such as removal, retention, or transfer of ownership, shall be determined prior to the conclusion of the pilot or temporary period.

SECTION III

3.1. Term and Termination. This Agreement shall become effective upon execution by both parties and shall remain in effect until June 30, 2026, unless terminated earlier by mutual agreement. The Agreement may be extended upon written amendment signed by both parties. Either party may terminate this Agreement for cause with thirty (30) days written notice. In such event, the parties shall cooperate in good faith to wind down project activities.

3.2. Indemnity. It is mutually understood and agreed, relative to the reciprocal indemnification of SJCOG and the City:

3.2.a. That neither SJCOG, nor any officer or employee thereof, shall be responsible for, and the City shall fully defend, indemnify, and hold harmless SJCOG against any damage or liability occurring by reason of anything done or omitted to be done by SJCOG under the Agreement. It is also fully understood and agreed that pursuant to Government Code Section 895.4, SJCOG shall fully defend, indemnify, and hold the City harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by SJCOG under this Agreement or in connection with any work, authority, or jurisdiction delegated to SJCOG under this Agreement.

3.2.b. That neither the City, nor any officer or employee thereof, shall be responsible for, and SJCOG shall fully defend, indemnify, and hold harmless the City against, any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under the Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, the City shall fully defend, indemnify and hold SJCOG harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by the City under this Agreement or in connection with

any work, authority, or jurisdiction delegated to the City under this Agreement.

3.3. Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TO SJCOG:

Diane Nguyen
Executive Director
San Joaquin County
Transportation Authority
555 E. Weber Avenue
Stockton, CA 95202
nguyen@sjcog.org

TO CITY:

Ed Lovell
Transit Manager
City of Tracy
50 E. 6th Street
Tracy, CA 95376
ed.lovell@cityoftracy.org

Either party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.3. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

3.4. Insurance. SJCOG shall require its prime contractor to carry appropriate general liability and workers' compensation insurance and to name the City as an additional insured for the duration of construction.

3.5. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of the Agreement.

3.6. Integration. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.7. Amendment. This Agreement may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.8. Independent Agency. SJCOG renders its services under this Agreement as an independent agency and the City is also an independent agency under the Agreement. None of SJCOG's agents or employees shall be agents or employees of the City and none of the City's agents or employees shall be agents or employees of SJCOG.

3.9. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other

party.

3.10. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

3.12. Time. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.13. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.14. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

3.14. No Continuing Waiver. The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.15. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.

3.16. Signator's Warranty. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

CITY OF TRACY

By:_____
Dan Arriola
Mayor

SAN JOAQUIN COUNCIL OF GOVERNMENTS

By:_____
Paul Akinjo
Chair

ATTEST:

By:_____
April Quintanilla
City Clerk

By:_____
DIANE NGUYEN, AICP
Executive Director

APPROVED AS TO FORM:

By:_____
Andrew Shen
Interim City Attorney

By:_____
GRACE OROSCO
Interim Deputy Director of Finance & Administration

EXHIBIT A

City of Tracy Mobility Hub Demonstration Project

1. Project Manager, Contact Person, Phone Number, e-mail:

   City of
   Name
   Title
   Phone Number
   Email

2. Project Scope of Work: See Action Plan Memo

3. Expected Time of Delivery of Overall Project (indicate if task is already completed and phasing of the project):

	Start Date	Completion Date
City of Tracy Mobility Hub Demonstration Project	July xx	June 30, 2026

4. Conceptual Site Plan

EXHIBIT A

TRANZITO
SMART MOBILITY

SJCOG

Tracy Demonstration Project



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Overview

Project Understanding

SJCOG is currently developing a strategic Multimodal Connectivity Plan for a comprehensive countywide mobility hub network aimed at fostering and sustaining growth within designated priority housing zones across the region. The San Joaquin Regional Mobility Hub Demonstration Project plays a key component that will put the San Joaquin Regional Mobility Hub Plan into action by planning, designing, and implementing mobility hub improvements at the Tracy Transit Station. This demonstration project will result in a permanent infrastructure improvement and serve as a model to guide future mobility hub development and community enhancement efforts throughout the region. The San Joaquin Regional Mobility Hub Project at the Tracy Transit Station is composed of two components, a planning and demonstration phase. This document is about the demonstration phase.[1]

This Multimodal Connectivity Plan aligns with the ambitious goals of the Regional Early Action Planning Grants of 2021 (REAP 2.0) program. Through strategic planning and implementation efforts, the Multimodal Connectivity Plan must:

- Support new development, with priority given to infill housing areas that foster affordability and choice for all residents and visitors.
- Promote fair housing practices to foster inclusive environments that ensure equal access and opportunities for all residents and visitors.
- Implement measures to reduce vehicle miles traveled (VMT), thereby mitigating environmental impacts, and enhancing the sustainability of our region in supporting service population growth.
- Prioritize infill development that provides housing across income levels and are strategically located near major public transit centers with adequate multimodal transportation access.

The **Planning phase** served as the foundation for this larger objective, which is to establish a self-sustaining network of mobility hubs that improve access to opportunities, promote sustainable travel, and address the needs of underserved communities. Through extensive research, community outreach, and collaboration with stakeholders, the project identified suitable locations for mobility hubs, with the goal of designing inclusive and accessible infrastructure, and establishing partnerships for long-term sustainability. Forty two locations were identified for further evaluation, finally settling on three short-listed locations: Tracy

[1] For info about the planning phase, see the Regional Mobility Hub Suitability Report

Transit Station, Downtown Lodi Multimodal Transit Station, and Robert J. Cabral Station (Stockton). The Tracy Transit Station was selected due to its high score in the neighborhood suitability analysis, greater potential to reduce local and regional VMT (relative to the other short-listed sites) and readiness for the proposed mobility hub improvements.

The implementation phase will translate this plan into action, beginning with a demonstration project at the Tracy Transit Station that serves as a catalyst for future initiatives and informs ongoing development efforts throughout the region.

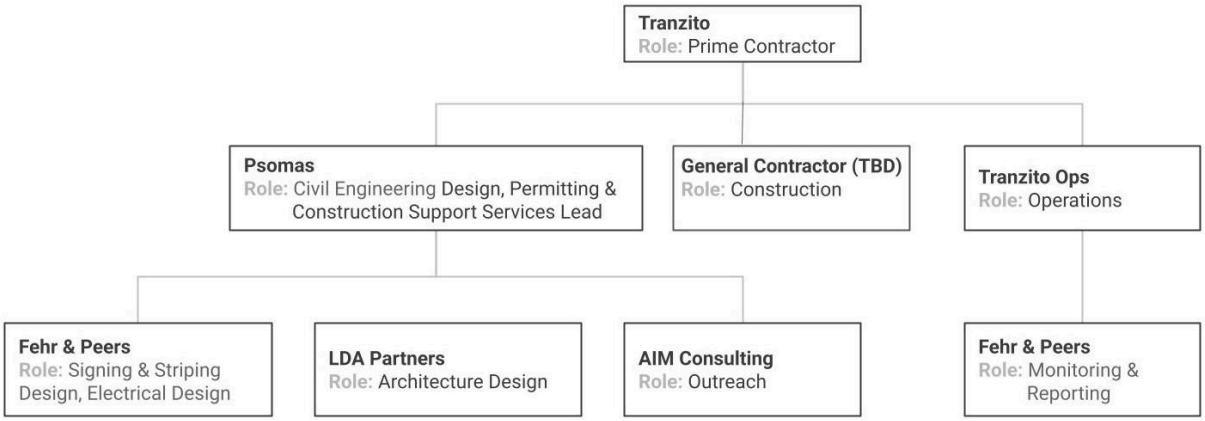
The **Demonstration phase** will last for 15 months, starting March 2025 until June 2026. A budget of $676,490 is set, with an additional budget potentially available with unused REAP 2.0 funding awarded to the City of Tracy (hoping to get resolved by June 2025). This includes equipment, station upgrades, public outreach and art, and operations.

As one location and typology is selected for pilot operations, the *planning* component winds down as the *operations* component accelerates. Besides devising final plans for a Phase 1 pilot (2025-26), Phase 2 will also be planned in preparation for additional funding and ongoing operations:

- Design: 100% construction plans for the demonstration site.
- Budget: Final budget for the demonstration site.
- Schedule: Final detailed gantt schedule for Phase 1 (2025-2026) and rough schedule for upcoming years.
- Logistics: Final lists, construction plan, warehouse and transport plans, city and permit coordination, etc.
- Operations Plan: Program Standard Operating Procedures (SOPs) and Key Performance Indicators (KPIs).

Project Organization

Tranzito Teaming Partners & Organizational Structure



Demonstration Project Operations

Tranzito will lead all aspects of operations for the demonstration mobility hub. Tranzito's team is composed of local and remote experts spanning a wide range of implementation and operational tasks;with the exception of the general contractor, all subcontractor partners that were involved in the Planning phase and have intimate knowledge of the project. Tranzito will directly manage the following aspects:

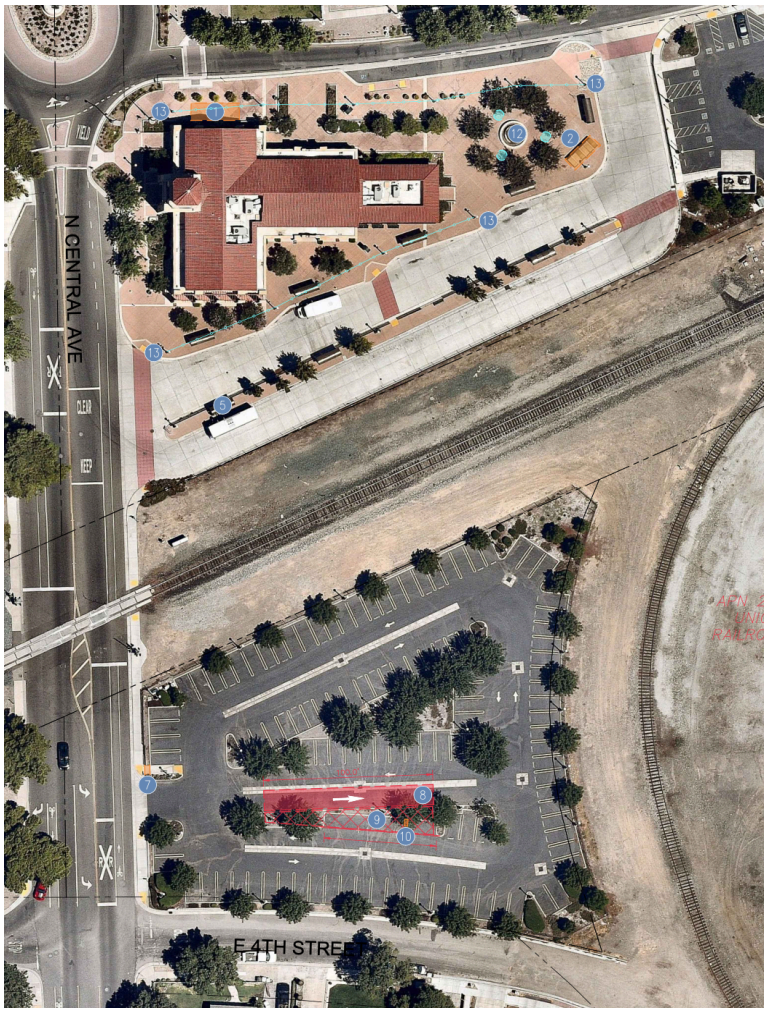
- Project Management strategic & operations planning, design, permitting, procurement, construction management, and logistics
- Procurement managing the RFP process
- Digital integrations with location-specific transit feeds and mobility partnerships
- Operations janitorial and maintenance, on-site support, routine audits, user support
- Partnerships with key public and private stakeholders, including management of all subcontractors

The following roles will be implemented by subcontractors:

- Architectural and civil engineering, permits, logistics and procurement, construction supervision, installation and activation (General Contractor - TBD)
- Civil engineering design, permitting & construction support (Psomas)
- Architectural design (LDA Partners)
- Outreach (AIM Consulting)
- Signing & striping design, electrical design and reporting (Fehr & Peers)

Tracy Transit Station Recommendations[2]

A conceptual site plan of the proposed improvements (within the current budget) for the Tracy Transit Station is shown below, with a more detailed version of the plan provided in Attachment 1. The recommendations take into consideration the existing and planned amenities and services provided at the site in order to maximize the limited budget and ensure a holistic plan.



PROPOSED INFRASTRUCTURE IMPROVEMENTS

PROPOSED SITE FURNITURE IMPROVEMENTS

PROPOSED PLACEMAKING FEATURE

1. PROPOSED SECURE MICROMOBILITY LOCATION TO ACCOMMODATE "BIKEKEEP" SMART RACKS THAT REQUIRE ELECTRICAL AND COMMUNICATION LEADS.
2. EXISTING BIKE LOCKERS TO BE IMPROVED WITH THE FOLLOWING PROPOSED UPGRADES:
   - FIX-IT REPAIR STAND WITH AIR PUMP
   - E-BIKE CHARGING STATIONS
   - LOCKER MISUSE DETECTION SOFTWARE
5. OPTIONAL INSTALLATION OF REAL-TIME DISPLAYS AT BUS STOP SHELTER
7. UPDATE PARK-N-RIDE SIGN TO BETTER ADVERTISE CARPOOL PROGRAM WITH QR CODE/BRANDING
8. PROPOSED 100' RIDESHARE PICK-UP & DROP-OFF ZONE.
9. PROPOSED THREE (3) EXISTING PARALLEL PARKING SPACES TO BE REMOVED IN PLACE OF RAISED PARK & RIDE SEATING AREA WITH PREFABRICATED SHELTER.
10. PROPOSED PARK AND RIDE KIOSK (SOOFA OR APPROVED EQUAL).
12. PROPOSED (3) PICNIC TABLE/SEATING WITH UMBRELLA.
13. PROPOSED FOUR (4) OUTDOOR RATED GFCI RECEPTACLES FOR ACCENT STRING LIGHTING.

[2] Additional improvements will be implemented dependent on the finalized project budget.

Transit Infrastructure & Services

The existing Tracy Transit Station includes various transit waiting areas and several fixed-route transit services. While the station provides a real-time information display inside its main building, such displays are not available outdoors. One additional real-time e-paper information display is recommended at the on-site RTD bus stop shelter. This would serve to support the planned upgrades to the station's existing bulletin boards, which will be converted to real-time displays.

Pedestrian Access

The area surrounding the station features continuous and connected sidewalks, along with high-visibility crosswalks, providing adequate pedestrian connections between Downtown Tracy and the station. The following optional improvements are recommended to enhance pedestrian access to the station:

Provide a marked cross-walk with directional curb ramps on eastbound 6th Street just west of the inbound driveway for buses

Provide directional curb ramp on the west of the bus stop island platform, to improve pedestrian and ADA access from Central Avenue

Enhance existing pedestrian crossing on south leg of Central Avenue/6th Street intersection

Micromobility Infrastructure & Services

The following micromobility infrastructure improvements are recommended for the Tracy Transit Station:

Bikelink bicycle lockers with e-bike charging stations

Bikeep smart bike racks with e-bike charging capabilities

Bicycle repair fix-it station

Parking Infrastructure & Ridesharing Services

The following parking infrastructure and ridesharing services are recommended for the Tracy Transit Station:

Implement 100' passenger pick-up and drop-off zone within park-and-ride lot to support ridesharing services and programs, included e-paper kiosk, shelter and bench for users

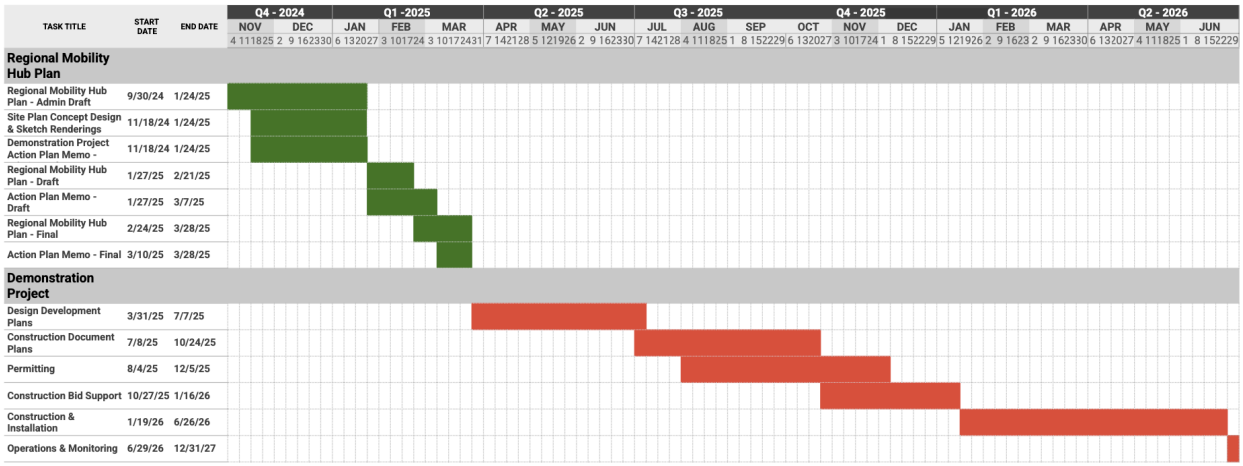
Upgrade park-and-ride signage to better advertise carpool program(s) with quick response (QR) code and branding

Detailed Work Plan

Schedule

Demonstration Project Phase Schedule

The Demonstration Project Phase will begin promptly after the completion of the Regional Multimodal Connectivity Plan. The Tranzito Team aims to construct and open the mobility hub prior to June 30, 2026.



San Joaquin County Mobility Hub Plan & Demonstration Project

PRIME CONSULTANT	Tranzito
SUB-CONSULTANTS	AIM, Fehr & Peers, LDA Architects, Psomas

TASK TITLE	TASK LEAD	TASK SUPPORT	START DATE	END DATE	STATUS
Project Management					
Bi-Weekly Meetings w/ SJCOG	Tranzito, Fehr & Peers	SJCOG	5/30/24	6/30/26	In Progress
Task & Schedule Management	Tranzito, Fehr & Peers	SJCOG	6/3/24	6/30/26	In Progress
Partner & Community Engagement					
Project Website Support	AIM	SJCOG	8/5/24	6/30/26	In Progress
Community Education Plan	AIM	Tranzito, SJCOG	5/31/25	9/30/25	Not Started
Regional Mobility Hub Plan					
Regional Mobility Hub Plan - Admin Draft	Fehr & Peers	Tranzito	9/30/24	1/24/25	Completed
Site Plan Concept Design & Sketch Renderings	Psomas, Tranzito, LDA	Fehr & Peers, Tranzito, LDA	11/18/24	1/24/25	Completed
Demonstration Project Action Plan Memo - Admin Draft	Fehr & Peers, Tranzito	LDA, Psomas	11/18/24	1/24/25	Completed
Regional Mobility Hub Plan - Draft	Fehr & Peers	Tranzito, SJCOG	1/27/25	2/21/25	Completed
Demonstration Project Action Plan Memo - Draft	Fehr & Peers, Tranzito	LDA, Psomas	1/27/25	3/7/25	Completed
Regional Mobility Hub Plan - Final	Fehr & Peers	Tranzito, SJCOG	2/24/25	3/28/25	Completed
Demonstration Project Action Plan Memo - Final	Fehr & Peers, Tranzito	LDA, Psomas	3/10/25	3/28/25	Completed
Demonstration Project					
Design Development Plans	Psomas	Tranzito, LDA, Fehr & Peers	3/31/25	7/7/25	In Progress
Construction Document Plans	Psomas	Tranzito, LDA, Fehr & Peers	7/8/25	10/24/25	Not Started
Permitting	Psomas	Tranzito, LDA, Fehr & Peers	8/4/25	12/5/25	Not Started
Construction Bid Support	Tranzito	Psomas, LDA, Fehr & Peers	10/27/25	1/16/26	Not Started
Construction & Installation	Tranzito	Psomas, LDA, Fehr & Peers	1/19/26	6/26/26	Not Started
Operations & Monitoring	Tranzito	Fehr & Peers, SJCOG	6/29/26	12/31/2027	Not Started

Tracy Demonstration Project Implementation

Step 1: Project Scope

During this process, we identify key opportunities and concerns, confirm measurements with site surveys, and analyze other site-specific characteristics. We will analyze the current market environment by conducting site and user interviews. We conduct stakeholder interviews, including SJCOG's key program personnel and representatives from city staff (such as planning, public works, and law enforcement) and pertinent location-specific teams (such as facilities maintenance, security, and on-site staff).

We conduct a business analysis and finalize our initial financial projections. We will conduct a broad scenario analysis based on emergency planning and general service failure issues, in order to finalize a maintenance and customer support plan. Finally, we conduct a marketing and promotions audit alongside AIM and relevant city and facilities teams.

The post-kickoff punch list generally consists of questions that need to be answered, tasks that need to be performed, and other miscellaneous items that may arise during the Deployment Plan phase. Each punch list item will generally have a single point-of-contact and due date for completion.

Step 1 Deliverables: Collect relevant instruction manuals, user manuals, service contracts, market assessment, final location layout/site plans, final financial projections, maintenance and customer service plan, marketing and outreach update, kickoff meeting agenda/notes, post-kickoff punch list.

Step 2: Deployment Plan

We will develop a meeting and reporting plan that maximizes program knowledge while minimizing staff time commitments. Exact details will be mutually agreed upon, but with similar programs we are able to achieve this balance with monthly meetings for the first year (set to quarterly or semi-annually thereafter), monthly reports on registrations, payments, usership, location reports, program wide information, and summary of events and activities.

Tranzito will work with the SJCOG project team to develop and finalize KPIs for this project, based upon our experience with our other projects. These customer support KPIs - alongside other KPIs that may be defined - will be compiled and presented during regular meetings and reports. Program KPIs help determine measurable metrics for program success over time. We recommend immediate, intermediate, and long-term KPIs, and the KPI list will be reviewed annually to evaluate success for the previous year as well as resetting KPIs as needed.

The Tranzito Team will prepare engineering and architectural plans, specifications, and estimates (PS&E) for the scope of demonstration project improvements identified in Step 1. We have budgeted for the following PS&E tasks:

AIM Consulting

Marketing Collateral

The Tranzito Team will develop content for a project webpage for the Tracy Transit Station Mobility Hub, to be hosted on the SJCOG website. Webpage content will include accurate and timely updates to inform community members of important project information and events including public meetings and project document details. Website visitors will be able to access project information such as fact sheets, FAQs, and a schedule. Visitors will also be able to provide their contact information to receive electronic project updates.

AIM's communication professionals will create communication materials such as fact sheets, informational brochures, FAQs digital infographics series, and social media images that can be published on SJCOG's social media channels, can be easily shared on other community-based organizations' social media platforms, to highlight the plan, design elements, and the community benefits.

Community Education Plan

Controversy often occurs about a project because community members have not received enough information about why an agency or county is undertaking a plan, what the projects they are considering consist of, the plan goals, and community benefits. Early community engagement is essential for a Regional Multimodal Connectivity Plan because residents are often not familiar with the process of how mobility hubs work or how locations are chosen by local jurisdictions. At the beginning of the demonstration and implementation phase, AIM will develop and implement a community awareness and education program to create a shared understanding of the plan, the elements, and the potential community benefits.

Community engagement should be based on the "why." Why is the Regional Multimodal Connectivity Plan important? Why is it important to proactively engage with disadvantaged communities who have been historically left out of this conversation? SJCOG must tell a compelling story and get that story out to the community. We must educate residents about the need for a mobility hub and why they are beneficial to them.

The community awareness program partners with the SJCOG project team and will leverage SJCOGs existing communication links as well as community-based organizations and local media to help explain the plan and potential projects.

Pop-up Workshop Plan and Materials

Pop-up workshops can provide an opportunity to advertise the major touchpoints and to get early input before each engagement event. It's also an effective technique to meet the community where they are already gathering. Each pop-up workshop will take place at a community destination, local event, or high pedestrian key shopping center.

AIM recommends pop-up events ideally in communities with the guidance of local CBOs to ensure their events are attended and represented. AIM will develop engagement activities, board displays, interactive community engagement activities, informational fact sheets and brochures, and comment cards.

Psomas

Project Coordination and Management

Meetings – Psomas will prepare for and attend weekly virtual project team meetings for a duration of 36 weeks during the design development, construction documents, and agency approval phases, as well as up to three public agency meetings (as requested).

Prepare Progress Reports and Invoices – Psomas will prepare progress reports and invoices that reflect the professional civil/survey services provided and summarize the completed tasks monthly.

Maintain Project Schedule – Psomas will monitor the civil/survey deliverable schedule and provide updates on the civil/survey progress and schedule.

Quality Assurance/Quality Control (QA/QC) – Psomas will perform QA/QC activities throughout the project per standard industry standards.

Project Surveying, Mapping and Control

Psomas will conduct a detailed field survey to review and record existing conditions in the project area to identify any unusual or special conditions that may affect the design or construction. Specific items of service are as follows:

Produce design level topographic mapping at 20 scale with 1' contour interval over the project limits. The deliverable shall be provided in both PDF and AutoCAD format.

Horizontal location, size and description of driveways, walks, curbs, walls, fences, signs, poles, trees over 3" in diameter, and other permanent surface visible features.

Elevations on driveways, walks, curbs, gutters, and walls, including at back of walk, top of curb, flow line, edge of gutter, finish floor where applicable, and centerline every 25' along abutting streets where applicable.

Visible signs of utilities located by the field crew. Field measure invert elevations on sanitary sewer and storm drain manholes and catch basins.

Horizontal and Vertical control shall be per NAD 83 and NAVD 88 if available.

Preliminary Engineering Services

Site and Utility Services Analysis – Psomas will use the topography survey and available record drawings and perform a site visit to the demonstration project site to confirm the accuracy of the information.

Design Development (DDs) - During the design development phase, Psomas will begin to create the construction documents plans and coordinate the design with the team. We will further develop the schematic design and coordinate utility points of connections and sizes, grading design, and establish horizontal control for the site improvements. We will provide civil engineering input into the site plan related to grading and drainage, accessibility, parking and drive aisles, and coordinate stormwater features.

Construction Documents (CDs) (65%, 90%, and 100%)

The proposed scope of work for the civil engineering improvement plans and reports is described below. Psomas will provide a progress design submission for review at the 65% and 90% stages for the selected site of the three considered by SJCOG and the project team. We will provide the 100% design plans for civil engineering scope elements.

Civil Engineering Improvement Plans – Psomas will develop the civil engineering design for the final construction documents for the mobility, multimodal, and site improvements as described below.

Cover Sheet – Vicinity Map, Site Map, project title and APN information, and signature blocks to meet City requirements.

General Notes – Required standard plan notes as well as site specific grading and drainage notes, demolition notes, NPDES notes, and Erosion Control notes.

Demolition Plan – Psomas will prepare the demolition plan for existing improvements based on the scope of proposed improvements.

Site Layout Plan – Psomas will prepare horizontal control plans for the horizontal alignment of the proposed improvements. The Site Layout plan will include details for the proposed site improvements.

Grading and Drainage Plan – Psomas will prepare detailed grading plans showing the existing and proposed grades at the site. The plan will show existing and proposed contours, spot elevations at critical points, and percent slopes. Psomas will prepare a drainage plan showing the location of drainage features, stormwater treatment facilities, and necessary stormwater quality measures. Low Impact Design opportunities will be reviewed and recommended as required.

Sections – Psomas will prepare section drawings along the property boundary and at pertinent locations around the site to illustrate the horizontal and vertical dimensions associated with the Site Layout and Grading and Drainage Plan.

Utility Plan – Psomas will prepare a utility plan showing the domestic water, and sanitary sewer designs up to their points of connection. Psomas will coordinate with the design subconsultants on points of connection locations. We assume that fire protection service design will not be required for this project and have excluded that scope and fee from the proposal.

Erosion Control Plan/Details – Psomas will prepare a plan showing erosion and sediment control BMPs and details during construction activities to meet State and Local requirements.

Details – Several detail sheets will be needed to detail site improvements, water, sewer, and fire protection utilities, drainage improvements, etc.

Technical Specifications – The project design will be based on the most current version of City or County's standard specifications and construction details. We assume no additional project specifications are required.

Engineering Opinion of Probable Cost – Psomas will provide a construction estimate of the probable costs for the civil engineering scope of work.

Dry Utility Coordination – Psomas anticipates that the project will require the lighting, electrical, and communications design. Psomas will coordinate with the team and review the dry utility design provided by others, and compare them with the site, grading, and utility plans to identify conflicts and suggest design revisions.

Drainage Report Technical Memo – Psomas will prepare the drainage report for the project per the State of California MS4 Permit requirements and in conformance with local standards. The drainage report will provide details showing that stormwater runoff shall be reduced to pre-project conditions through the installation of approved stormwater quality design measures.

Storm Water Quality Plan – Psomas anticipates that a storm water quality plan will be required. We will prepare a plan that identifies how the project will meet the MS4 permit obligations through use of Low Impact Development standards, site design measures, and source control. Local standards and requirements will be used as the basis of this plan.

SWPPP – We anticipate the project disturbing greater than one acre so we will prepare a SWPPP report and process with the State Waterboard to obtain coverage under the Construction General Permit. We will coordinate with the owner to process the permit documents with the State's SMARTS website prior to construction.

Agency Approvals

Psomas will respond to the various agency plan comments and anticipate attending virtual meetings to discuss/clarify civil related comments. Psomas will provide comment response letters in addition to the revised plans to be included in the resubmittals made by others.

Construction Assistance

Psomas has assumed a construction schedule of 20 weeks and we have structured our proposed scope of work in the tasks below.

Construction Administration – Psomas will provide responses to requests for information, review of submittals and substitutions, clarification of the civil design, evaluation of proposed alternatives, change order cost verification, and attend 20 virtual meetings and/or visit the site up to two times during the construction phase.

Project Closeout – As part of the project closeout, a final site visit will be made to verify that improvements were completed according to the plans and specifications. We will provide Record Drawings in digital and PDF format.

LDA Partners

Given the selection of components, architectural support is currently not anticipated. If this ends up coming to fruition, then their allotted budget will be available for other purposes.

Fehr & Peers

Fehr & Peers will provide the following design support during the PS&E phase of the demonstration project.

Signing & Striping Design

Fehr & Peers will prepare signing and striping plans for corresponding on-site improvements. It is assumed that Psomas and/or LDA Partners will provide the base files with preferred geometric layout. Fehr & Peers will prepare up to four plan sheets (24"X36") for review by SJCOG and the authorities having jurisdiction. The plans will include tables for the striping details with beginning/ending stations and striping descriptions. The final, signed plans will be submitted as PDF plans and in electronic AutoCAD format drawing files. Final technical special provisions will be provided to Psomas in Word format for incorporation into the bid documents. Final cost estimates will be submitted in electronic files in Excel format.

Lighting Design

Fehr & Peers will prepare lighting plans, specifications, and estimates for the mobility hub site, if identified in the demonstration project scope. Fehr & Peers will submit lighting PS&E to Psomas for inclusion in the complete project package. Fehr & Peers will prepare PS&E at 60%, 90%, and 100% submittal levels. The lighting design will identify proposed pole locations, luminaire types, conduit, pull boxes, and electrical service. The design will conform to local public agency guidelines. Fehr & Peers will prepare electrical load calculations for the lighting design. Fehr & Peers will coordinate with the electrical team designing the electrical systems for the project to obtain the system load requirements and submit them with applications to the utility service provider to establish electrical service point locations. Any electrical connection or application fees shall be paid for by SJCOG and or local public agencies. These fees are not included in this scope.

Step 2 Deliverables: In addition the deliverables listed above, the Tranzito Team will provide a meeting and reporting plan, KPIs, final marketing and outreach plan (style guide, templates for website/signage/collateral, event schedule and outreach partner responsibilities list), demonstration project PS&E, and construction plans.

Step 3: Mobilization

The project gets started on five tracks, running simultaneously: Finalize program collateral and program SOPs, produce marketing and events resources, place phase 1 equipment orders, gain approvals and permits, and finalize the construction & installation plans. Tranzito will establish customized SOPs for customer support, on-site support, client involvement and preferences. SOPs create a standardized and consistent expectation that can be replicated by multiple personnel. Tranzito's customized SOPs based on each client's needs and personal preferences are maintained over time to ensure their value to the client and to our staff. Orders for hardware and custom software will be placed as soon as possible.

During the Mobilization phase the finer details are established. For example, while the general traffic control plan and detour route for pedestrian accessibility will be detailed during the kickoff meeting, formal submission details that may be required - details and comments, sketches and measurements, final list and location of equipment, supervisor and staff list - will take place during the Mobilization Phase.

Tranzito will ensure training on all pertinent components of the Demonstration, including: product manuals and warranty information, established and prospective partnerships, and admin panel instructions. We will conduct a formal training session for all relevant SJCOG personnel. Based upon agency preferences and guidelines, the training session may be recorded.

Step 3 Deliverables: Finalize and build program collateral, finalize and draft SOPs, recommended maintenance/replacement schedule, maintenance/replacement schedule instructions, instruction manuals, training sessions and optional recordings, place orders, draft necessary site plans, surveys, and colocation plans, gain necessary permits and approvals, final construction schedule.

Step 4: Construction

General Contractor (TBD)

Tranzito will lead procurement to select a general contractor. Preference will be given to local SBE and DBE firms. The general contractor will be responsible for all the following:

The Construction Phase consists of permit and planning coordination, traffic control (as needed), removal and transport of legacy infrastructure, sitework and construction, coordination of utility connections, and installation of new infrastructure elements.

Assets will be ordered on a rolling basis to reduce overall warehouse need. Tranzito's proposal accounts for local warehousing and staging, but if SJCOG receiving and storage facilities can be made available, cost savings may be realized. A 50% down payment will be collected to initiate production orders for all assets; Tranzito's team will be a single point of contact for all billing and payments.

Step 4 Deliverables: Removal and transport of existing infrastructure, on-site cleaning and site preparation, locker, rack, automated rack, micromobility corral, and other furniture installation.

Step 5: Operations

The project states that all funds must be encumbered by year-end 2024 and fully deployed by June 30, 2026. Based on the mobility hub typology selected, initial infrastructure deployed, and ultimate funding secured, sufficient funds may be available to extend the operations period beyond June 30, 2026. If this ends up being the case, and pending SJCOG discretion and REAP 2.0 funding permissions, Tranzito may make available an operations service contract to be paid by June 30, 2026 to offer ongoing operational support for several years beyond.

In either case, subcontractors Fehr & Peers (data management, funding support) and AIM (outreach and stakeholder relations) will be retained to offer ongoing support throughout the duration of operations. Fehr & Peers will oversee data collection and KPI monitoring at the demonstration project site. This includes:

- Pre-implementation data collection on a selected day
- Data collection six months after the mobility hub opening
- Data collection twelve months after the mobility hub opening
- Data collection twenty-four months after the mobility hub opening

Additionally, Fehr & Peers will assist in preparing one grant application and provide technical study support in an attempt to secure additional funding for mobility hub site improvements and operations.

Step 5 Deliverables: Updated SOPs and KPIs (as warranted); Program data monitoring and reporting; Funding support via grant writing and technical study assistance; Outreach deliverables and events (as warranted).

Attachment 1

Tracy Site Plan



TRACY TRANSIT CENTER, CONCEPTUAL IMPROVEMENTS EXHIBIT

SAN JOAQUIN COUNCIL OF GOVERNMENTS CALIFORNIA

Memorandum

Date: April 3, 2025

To: Lauren Batalias – San Joaquin Council of Governments

From: Francisco Martin & Meredith Milam – Fehr & Peers
Gene Oh & John Isahack – Tranzito
Michael Dour, Tim Hayes & Phuong Nguyen – Psomas
Will Oren, Ulises Tovar – LDA Partners

Subject: San Joaquin Regional Mobility Hub Plan – Demonstration Project Action Plan

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This memorandum outlines the Demonstration Project Action Plan prepared for the San Joaquin Council of Governments (SJCOG) as part of the *San Joaquin Regional Mobility Hub Plan*. Led by SJCOG, the *San Joaquin Regional Mobility Hub Plan* comprises two phases: a planning phase and a demonstration project phase.

The planning phase establishes the foundation for a long-term, self-sustaining network of mobility hubs designed to promote sustainable travel, enhance access to opportunities, and address the needs of disadvantaged communities. The demonstration project phase will put the *San Joaquin Regional Mobility Hub Plan* into action by planning, designing, and implementing mobility hub improvements at a selected location. This demonstration project will result in a permanent infrastructure improvement and serve as a model to guide future mobility hub development and community enhancement efforts throughout the region.

The following three sites have been shortlisted for consideration for the demonstration project:

- The Downtown Lodi Multimodal Transit Station in Lodi, CA
- The Robert J. Cabral Station in Stockton, CA
- The Tracy Transit Station in Tracy, CA

This memorandum presents the site selection process, a brief overview of existing conditions, and conceptual site plans accompanied by sketch renderings of the recommended mobility hub improvements. The information provided will support the selection of a preferred site to be designed and implemented as part of the demonstration project phase. Additionally, this memorandum includes the project schedule, covering design, community engagement, construction, and the anticipated opening date.

TRANZITO SMART MOBILITY FEHR PEERS PSOMAS LDA Partners DESIGNERS & ARCHITECTS

1.0 Selection of Shortlisted Sites

All three sites under consideration for the demonstration project were selected from the recommended mobility hub network identified in the *San Joaquin Regional Mobility Hub Plan*. This recommended network was determined based on priority neighborhoods identified in the *San Joaquin Regional Mobility Hub Suitability Report* (SJCOG, November 2024) and through engagement with the Partner Agency Group (PAG). The PAG is composed of the following partner agencies:

- Caltrans
- City of Escalon
- City of Lathrop
- City of Lodi
- City of Manteca
- City of Mountain House
- City of Ripon
- City of Stockton
- City of Tracy
- Port of Stockton
- San Joaquin County
- San Joaquin Regional Rail Commission (SJRRC)
- San Joaquin RTD
- San Joaquin Valley Air Pollution Control District

The recommended priority neighborhoods were shared with the PAG for review in October 2024, including a meeting held on October 3, 2024, to discuss the findings of the Mobility Hub Suitability Report. In November 2024, the recommended mobility hub network and the three shortlisted sites for the demonstration project were presented to the PAG for review, including a meeting held on November 12, 2024, to present and discuss the recommendations.

SJCOG applied the scoring criteria outlined in **Table 1** to estimate prioritization scores and identify optimal sites for the demonstration project. The scoring evaluation was conducted for all 42 recommended mobility hub sites across the region. Only sites meeting the following criteria were considered for the demonstration project:

- The site is entirely within the public right-of-way and currently developed
- The site is within 1/2 mile of existing or planned affordable housing development
- Transit service is currently available at or adjacent site
- The site has concrete infrastructure to support future mobility hub improvements
- Power connections are readily available
- The site is suitable for a streamlined permitting process

The three sites in Lodi, Stockton, and Tracy all met the screening criteria. The Tracy Transit Station received the highest score, earning 22 out of a maximum 24 points. The Downtown Lodi Multimodal Transit Station and the Robert J. Cabral Station both scored 20 points, tying for the second-highest score. Scoring worksheets for all three sites are included in **Attachment 1** for reference. The three sites were selected for further evaluation to inform the selection of a preferred site for the demonstration project phase.

Table 1: Mobility Hub Site Prioritization Score

Criteria	Scoring Thresholds	Criteria Rationale
Priority Neighborhood Designation (4 Points Max)	Top Priority (4 points) High Priority (3 points) Moderate Priority (2 points) Low Priority (1 point)	Priority neighborhoods are key in selecting mobility hub sites as they combine built environment and land use factors with a focus on disadvantaged communities, maximizing impact and affordable housing grant funding opportunities.
Site is on Developed Property (1 Point Max)	Site is on developed property (1 point)	Developed sites can offer existing concrete and pavement infrastructure, enabling more cost-effective mobility hub implementation compared to undeveloped sites.
Existing Pedestrian Walkways (3 Points Max)	Existing walkways internal to site (1 point) Existing walkways adjacent to site (1 point) Existing pedestrian crossings adjacent to site (1 point)	Sites with existing pedestrian connections are prioritized as they enable immediate access to the mobility hub.
Existing Bikeways (3 Points Max)	Class I or IV bikeway adjacent to site (3 points) Class II bikeway adjacent to site (2 points) Class III bikeway adjacent to site (1 point)	Sites with existing bikeway connections are prioritized as they enable immediate access to the mobility hub.
Existing and/or Planned Transit Service (5 Points Max)	Regional transit and/or local express/rapid service provided on-site or site-adjacent (5 points) Local transit service provided on-site or site-adjacent (3 points)	Sites with existing or planned future transit service are prioritized, as transit access is often essential for a mobility hub's effectiveness in reducing VMT.
Existing or Planned EV Charging Station (1 Point Max)	Existing or planned EV charging station provided on-site (1 point)	Sites with existing or planned EV charging stations can support on-site electric car-share programs and facilitate cost-effective mobility hub implementation.
Adjacent to SJCOG Designated Multimodal Corridor (1 Point Max)	Adjacent to SJCOG designated multimodal corridor (1 point)	Multimodal access is prioritized along designated multimodal corridors, which can enhance connectivity to future mobility hubs.
Off-Street Parking Available or Planned On-Site? (2 Points Max)	Public off-street parking provided on-site (2 points) Limited-use off-street parking provided on-site (1 points)	Off-street parking enables spaces to be repurposed for mobility hub amenities, such as carshare and bikeshare services, and can encourage commuters who live farther from transit stops to use transit.
Nearby Existing and/or Planned Affordable Housing Development (3 Points Max)	Within 1/4 mile walking distance of existing and/or planned affordable housing development (3 points) Within 1/2 mile walking distance of existing and/or planned affordable housing development (1 point)	Sites located near existing or planned affordable housing developments can enhance multimodal connectivity for these developments and boost eligibility for grant funding for future affordable housing projects.
Within or Adjacent to Community Plan and/or Specific Plan Area (1 Point Max)	Within or adjacent to community plan and/or specific plan area (1 point)	Sites within or adjacent to designated plan areas align with local planning efforts, ensuring the mobility hub is integrated into broader community development strategies.

Source: Fehr & Peers, April 2025.

2.0 Existing Conditions

Fehr & Peers conducted an existing conditions assessment for all three sites under consideration for the demonstration project, summarized below.

2.1 Downtown Lodi Multimodal Transit Station

The Downtown Lodi Multimodal Transit Station site is shown in **Figure 1**. Existing infrastructure and services provided at and around the site are described below.

2.1.1 Transit Infrastructure & Services

The Downtown Lodi Multimodal Transit Station operates as Regional Commuter Hub, offering regional and local travel options, including Amtrak rail service as well as bus services from the City of Lodi GrapeLine, Amtrak Thruway, Greyhound and connections to the San Joaquin Transit District (RTD). Additionally, the City of Lodi runs the on-demand door-to-door VineLine ADA Complementary Paratransit Service for individuals who are ADA-certified and are unable to use the fixed route bus services.

Facilities at the station include sheltered waiting areas, seating, restrooms, and information kiosks offering route maps, schedules, and assistance with trip planning. The station's central location places it within walking distance of retail shops, restaurants, hotels, and cultural attractions, encouraging the use of public transit for local activities and reducing reliance on personal vehicles.

Rail Services

The Amtrak San Joaquins Line provides intercity rail service with multiple daily departures, connecting Bakersfield with Oakland and Sacramento. Trains stop directly at the Downtown Lodi Multimodal Transit Station. Northbound, there is just one daily departure to Sacramento and Southbound, there is just one daily departure to Bakersfield, with no Sunday service provided. The Northbound train departs at 110:43 PM and the Southbound train departs at 7:04 AM.

Bus Services

The following transit operators currently provide service at the Downtown Lodi Multimodal Transit Station.

Lodi GrapeLine

The Lodi GrapeLine is the City of Lodi's public transportation system, offering fixed-route bus services that connect various neighborhoods and key destinations to the Downtown Lodi Multimodal Transit Station. The Lodi GrapeLine currently offers both fixed-route and Dial-A-Ride/ADA VineLine services with varying operating hours throughout the week. The fixed-route buses operate from Monday to Friday, starting at 6:30 AM and continuing until 7:30 PM On Saturdays, the service runs from 7:30 AM to 6:30 PM It's important to note that Express Routes 1, 2, and 6 are seasonal services, running from August to June to accommodate increased demand during those months. Express Routes do not operation during the Summer, from June to July.



Figure 1: Downtown Lodi Multimodal Transit Station Area

The Dial-A-Ride/ADA VineLine services begin slightly earlier on weekdays, operating from 6:10 AM to 7:30 PM On Saturdays, these services are available from 7:30 AM to 6:30 p.m., and on Sundays, they run from 7:30 AM to 3:30 p.m.

The GrapeLine fixed-routes that service the Downtown Station are summarized in **Table 2**

Table 2: Downtown Lodi Multimodal Transit Station Transit Service

Route	Route Limits	Weekdays		Weekends	
		Hours	Headways[1]	Hours	Headways[1]
Amtrak					
702/703	Bakersfield to Sacramento Valley Station	SB 7:04 AM; NB 10:43 PM	One/Day	SB 7:04 AM; NB 10:43 PM	One/Day
710	Southbound: San Francisco to Los Angeles	7:00 AM – 4:35 PM	One/Day	7:00 AM – 4:35 PM	One/Day
712	Southbound: San Francisco to Los Angeles	9:00 AM – 6:35 PM	One/Day	9:00 AM – 6:35 PM	One/Day
714	Southbound: San Francisco to Los Angeles	11:00 AM – 8:35 PM	One/Day	11:00 AM – 8:35 PM	One/Day
716	Southbound: San Francisco to Los Angeles	12:50 PM – 10:35 PM	One/Day	12:50 PM – 10:35 PM	One/Day
718	Southbound: San Francisco to Los Angeles	4:40 PM – 2:15 AM	One/Day	4:40 PM – 2:15 AM	One/Day
711	Northbound: Los Angeles to San Francisco	1:00 AM – 10:45 AM	One/Day	1:00 AM – 10:45 AM	One/Day
713	Northbound: Los Angeles to San Francisco	5:00 AM – 2:50 PM	One/Day	5:00 AM – 2:50 PM	One/Day
715	Northbound: Los Angeles to San Francisco	9:00 AM – 6:55 PM	One/Day	9:00 AM – 6:55 PM	One/Day
717	Northbound: Los Angeles to San Francisco	10:50 AM – 8:50 PM	One/Day	10:50 AM – 8:50 PM	One/Day
719	Northbound: Los Angeles to San Francisco	12:50 PM – 10:45 PM	One/Day	12:50 PM – 10:45 PM	One/Day
Lodi GrapeLine					
1//30	Lodi Transit Station to Kettleman & Lower Sacramento	6:30 AM – 7:18 PM	60 minutes	7:30 AM – 3:18 PM	60 minutes
2/22	Lodi Transit Station to Kettleman & Lower Sacramento	6:30 AM – 7:16 PM	60 minutes	7:30 AM – 3:16 PM	60 minutes
3	Lodi Transit Station to Kettleman & Lower Sacramento	6:30 AM – 7:17 PM	60 minutes	N/A	N/A
4	Lodi Transit Station to Kettleman & Lower Sacramento	6:30 AM – 7:19 PM	60 minutes	N/A	N/A
5/31	Lodi Transit Station to Stockton and Century Blvd	6:30 AM – 7:19 PM	60 minutes	7:30 AM – 3:22 PM	60 minutes
Express 1	Lodi Transit Station to Elm & Ham	6:55 AM – 8:09 AM; 2:40 PM – 4:05 PM	25 – 30 minutes	N/A	N/A

Table 2: Downtown Lodi Multimodal Transit Station Transit Service

Route	Route Limits	Weekdays		Weekends	
		Hours	Headways[1]	Hours	Headways[1]
Express 2	Lodi Transit Station to Central & Cypress	6:45 AM – 8:15 AM; 2:26 PM – 4:29 PM0	25 – 30 minutes	N/A	N/A
Express 6A/P	Lodi Transit Station to Central & Hillborn	6:50 AM- 8:13 AM; 2:30 PM – 4:29 PM	30 minutes	N/A	N/A
34	Lodi Transit Station to Kettleman & Lower Sacramento	N/A	N/A	7:30 AM – 3:19 PM	60 minutes
San Joaquin RTD					
93	Lodi Transit Station to Stockton Downtown Transit Center (DTC)	6:00 AM – 7:57 PM	50 – 120 minutes	N/A	N/A
South County Transit					
HWY 99 Express	Galt to Lodi Transit Center	5:20 AM – 7:20 PM	60 minutes	8:20 AM – 4:20 PM	60 minutes (Saturday only)

Source: Amtrak, Lodi GrapeLine, San Joaquin RTD, South County Transit websites, January 2025.

Amtrak Thruway Bus Service

Amtrak Thruway bus services are an integral part of Amtrak's transportation network, extending the reach of train routes to areas not directly served by rail to the Yosemite Valley, San Jose, and Los Angeles. These bus services are timed to connect seamlessly with Amtrak trains, providing passengers with coordinated travel options.

Route 3 provides daily service connecting Stockton to the Sacramento Valley Station, with stops in Lodi and Elk Grove. It operates multiple trips per day, departing Stockton in the morning and afternoon. Return trips from Sacramento are scheduled to connect with southbound trains. This route enables passengers to reach California's capital city and offers connections to additional Amtrak services, such as the Capitol Corridor and California Zephyr.

San Joaquin RTD

San Joaquin RTD operates Route 93, which connects Lodi with Stockton, providing access to the broader RTD network. This route stops directly at the Downtown Lodi Multimodal Transit Station, offering convenient transfers for passengers. On weekdays, buses run every 60 minutes from 5:30 AM to 8:30 PM. Saturdays maintain the same 60-minute frequency, operating from 7:30 AM to 7:30 PM. On Sundays, service is limited, and travelers are encouraged to check the schedules for exact times.

South County Transit (SCT)

SCT Link's Highway 99 Express provides service connecting Galt with the Downtown Lodi Multimodal Transit Station, Elk Grove, and South Sacramento. The Highway 99 Express operates Monday through Friday beginning at 5:20 AM and ending at 7:20 pm, and on Saturdays from 8:20 AM to 4:20 pm.

Greyhound

Greyhound provides intercity bus services at the Downtown Lodi Multimodal Transit Station connecting Lodi to cities such as Sacramento, Reno, Bay Area, Los Angeles and more.

2.1.2 Carpooling and Vanpooling

SJCOG operates the dibs program, which provides referral services to those interested in joining a car or vanpool. Match lists can be obtained by calling or submitting an online application to dibs. The Downtown Lodi Multimodal Transit Station is suitable for Carpooling services.

2.1.3 Pedestrian Access

The Downtown Lodi Multimodal Transit Station is situated in the heart of Downtown Lodi, providing convenient access for pedestrians. The transit center is a key element of the City's Downtown Specific Plan. The surrounding area features well-maintained sidewalks and clearly marked crosswalks to ensure safe and convenient access for pedestrians.

The station is bordered by sidewalks on South Sacramento Street and adjacent streets, providing direct pedestrian routes to the station entrance. These sidewalks are designed to accommodate a high volume of foot traffic, ensuring ample space for pedestrians.

At the intersection of South Sacramento Street and Pine Street, near the station, crosswalks are clearly marked and curb extensions are provided to facilitate safe street crossings. These crosswalks are equipped with pedestrian signals to assist in safely navigating the intersection.

The City of Lodi has implemented measures to enhance pedestrian safety and accessibility around the transit station, including:

- Installing pedestrian-scale lighting to improve visibility during evening and early morning hours.
- Maintaining curb ramps at crosswalks to accommodate individuals with mobility devices, in compliance with ADA standards.
- Ensuring sidewalks and crosswalks are well-maintained and free of obstructions to provide a safe walking environment.

2.1.4 Micromobility Infrastructure & Services

While the Downtown Station does not offer bike-sharing or scooter-sharing services directly on-site, it supports micromobility through the provision of bicycle racks and storage facilities. Cyclists can securely park their bikes at the station, promoting the use of bicycles as a convenient mode of transportation to and from the station. Dedicated bikeways are not currently provided along either Sacramento Street or Pine Street, which bound the Downtown Station.

2.1.5 Parking Infrastructure & Ridesharing Services

Off-Street Parking

The Downtown Lodi Transit Station Parking Structure is across West Pine Street with three floors and 330 parking spaces. The structure is conveniently located adjacent to the transit station, ensuring sufficient capacity for commuters, day-trippers, and visitors to the Downtown area. There are currently two electric vehicle (EV) charging stations available on the ground floor of the parking garage. The peak parking demand for typical weekday conditions typically ranges between 50 and 60 vehicles at the garage based on parking occupancy data collected in 2015 by City of Lodi, which was also verified by parking occupancy observations conducted on December 3, 2024. Parking demand for the garage can be substantially higher on weekends and during events held in Downtown Lodi.

In addition to the parking structure, there is also a dedicated Station Parking Lot with 39 spaces. This lot includes designated accessible parking to accommodate individuals with disabilities. Parking demand was observed at about 30 vehicles at the parking lot on December 3, 2024.

On-Street Parking

On-street parking is currently provided the station frontage streets. In general, on-street parking in the vicinity of the Downtown Station has 90 minute time restrictions, including along Pine Street, Sacramento Street, School Street, Locust Street, Elm Street, Oak Street, and Walnut Street providing convenient access for those who need to visit the station or nearby Downtown amenities.

2.1.6 Placemaking Context

Downtown Lodi is a vibrant area known for its walkable streets, local wineries, unique shops, and community events that foster a strong sense of place. Placemaking in this context emphasizes enhancing public spaces to strengthen connections between people and the Downtown environment, supporting economic vitality and social interaction. The Downtown Lodi Multimodal Transit Station plays a crucial role in this effort by serving as a mobility hub that connects residents and visitors to the heart of the city. By providing accessible transportation options and integrating transit-oriented design principles, the station helps reduce reliance on cars, encourages foot traffic, and creates a link between neighborhoods and the Downtown core. Its presence supports the activation of nearby spaces, facilitates the flow of people to local businesses, and enhances the overall experience of Downtown Lodi as a people-centered destination.

The Downtown Lodi Multimodal Transit Station provides several placemaking amenities, such as pedestrian-scale lighting, public art installations, wayfinding signage, benches, and planters. Commercial uses are also provided adjacent to the station along Sacramento Street. The City of Lodi is currently underway preparing the Downtown Lodi Specific Plan, which will evaluate transportation infrastructure and land use improvements that can create a greater sense of place within the Downtown core and the neighborhood just east of the railroad tracks. The Downtown Multimodal Transit Station will be a focus area as part of that plan.

2.2 Robert J. Cabral Station

The Robert J. Cabral Station site is shown in **Figure 2**. Existing infrastructure and services provided at and around the site are described below.

2.2.1 Transit Infrastructure & Services

The Robert J. Cabral Station operates a Regional Commuter Hub, offering regional and local travel options, including Amtrak and Altamont Corridor Express (ACE) rail services, as well as bus services from Amtrak Thruway and San Joaquin RTD. San Joaquin RTD offers additional on-demand transportation options, including Dial-A-Ride and Van Go! services which can be utilized for travel to and from the Robert J. Cabral Station in Stockton.

The Robert J. Cabral Station is five blocks from the San Joaquin RTD Downtown Transit Center (DTC) and ten blocks from the waterfront area. This station is one of two in Stockton where travelers board and deboard some of Amtrak's trains including Amtrak San Joaquins.

The Robert J. Cabral Station provides several placemaking amenities and services to support the passenger experience. Waiting areas inside the station offer seating for travelers awaiting their trains. Bench seating is available outside on the platform but has minimal shade which can be a public health concern in the heat. Public restrooms are available within the station's waiting area, ensuring convenience for passengers. Additionally, vending machines are present for snacks and beverages, but the station does not provide an ATM or WiFi. Payphones are available on-site, and the platform is accessible, featuring a wheelchair lift to assist passengers with mobility challenges. Same-day accessible parking is available near the station, though the availability of overnight accessible parking remains uncertain. The station supports unaccompanied child travel, making it accommodating for younger travelers. However, the station does not have an elevator.

Rail Services

Amtrak

The Amtrak San Joaquins Line provides intercity rail service with multiple daily departures, connecting Bakersfield with Oakland and Sacramento. Trains stop directly at the Robert J. Cabral Station. Northbound services include four daily departures to Oakland and two to Sacramento. Southbound, there are six daily departures to Bakersfield. Trains operate daily, departing approximately every 2 to 3 hours, ensuring flexible scheduling for passengers.

ACE

ACE offers weekday commuter rail service between Stockton and San Jose, with a direct stop at the Robert J. Cabral Station. Westbound trains to San Jose have four morning departures starting from approximately 4:20 AM to 7:05 AM. Eastbound trains returning to Stockton feature four evening arrivals between 5:30 PM and 8:30 PM. It is important to note that ACE does not provide service on weekends. ACE service summaries are provided in **Table 3**

Bus Services

The following transit operators currently provide service at the Robert J. Cabral Station.



Figure 2: Robert J. Cabral Station Area

Table 3: Robert J. Cabral Station Transit Service

Route	Route Limits	Weekdays		Weekends	
		Hours	Headways[1]	Hours	Headways[1]
Amtrak					
702/703	Bakersfield to Sacramento Valley Station	SB 7:04 AM; NB 10:43 PM	One/Day	SB 7:04 AM; NB 10:43 PM	One/Day
710	Southbound: San Francisco to Los Angeles	7:00 AM – 4:35 PM	One/Day	7:00 AM – 4:35 PM	One/Day
712	Southbound: San Francisco to Los Angeles	9:00 AM – 6:35 PM	One/Day	9:00 AM – 6:35 PM	One/Day
714	Southbound: San Francisco to Los Angeles	11:00 AM – 8:35 PM	One/Day	11:00 AM – 8:35 PM	One/Day
716	Southbound: San Francisco to Los Angeles	12:50 PM – 10:35 PM	One/Day	12:50 PM – 10:35 PM	One/Day
718	Southbound: San Francisco to Los Angeles	4:40 PM – 2:15 AM	One/Day	4:40 PM – 2:15 AM	One/Day
711	Northbound: Los Angeles to San Francisco	1:00 AM – 10:45 AM	One/Day	1:00 AM – 10:45 AM	One/Day
713	Northbound: Los Angeles to San Francisco	5:00 AM – 2:50 PM	One/Day	5:00 AM – 2:50 PM	One/Day
715	Northbound: Los Angeles to San Francisco	9:00 AM – 6:55 PM	One/Day	9:00 AM – 6:55 PM	One/Day
717	Northbound: Los Angeles to San Francisco	10:50 AM – 8:50 PM	One/Day	10:50 AM – 8:50 PM	One/Day
719	Northbound: Los Angeles to San Francisco	12:50 PM – 10:45 PM	One/Day	12:50 PM – 10:45 PM	One/Day
Altamont Corridor Express (ACE)					
2	Eastbound: San Jose to Stockton	2:10 PM – 4:32 PM	One/Day	N/A	N/A
4	Eastbound: San Jose to Stockton	3:35 PM – 5:47 PM	One/Day	N/A	N/A
6	Eastbound: San Jose to Stockton	4:35 PM – 6:47 PM	One/Day	N/A	N/A
8	Eastbound: San Jose to Stockton	5:35 PM – 7:47 PM	One/Day	N/A	N/A
1	Westbound: Stockton to San Jose	4:10 AM – 6:22 AM	One/Day	N/A	N/A
3	Westbound: Stockton to San Jose	5:35 AM – 7:47 AM	One/Day	N/A	N/A
5	Westbound: Stockton to San Jose und	6:40 AM – 8:52 AM	One/Day	N/A	N/A
7	Westbound: Stockton to San Jose	7:32 AM – 9:44 AM	One/Day	N/A	N/A

Table 3: Robert J. Cabral Station Transit Service

Route	Route Limits	Weekdays		Weekends	
		Hours	Headways[1]	Hours	Headways[1]
San Joaquin RTD					
Metro Hopper 5	Fremont – Eastland Plaza to Mall Transfer Station (MTS)	7:35 AM – 7:15 PM	60 minutes	N/A	N/A
Metro Hopper 9	DTC to Wilcox - Waterloo	6:02 AM – 7:23 PM	60 minutes	N/A	N/A
Express Route 47	Lincoln – Washington (DMV) to Myrtle – Oro Ave	5:40 AM - 10:08 PM	30 minutes	8:14 AM – 7:20 PM	60 minutes
Commuter 340	Myrtle – Oro to Hammer Transfer Station (HTS)	7:15 AM – 8:10 AM; 3:45 PM – 4:43 PM	Twice/Day	N/A	N/A
Commuter 360	DTC to Holman – Windflower	7:40 AM – 8:12 AM; 3:45 PM – 4:22 PM	Twice/Day	N/A	N/A
Commuter 378	Section – Oro to Mall Transfer Station (MTS)	7:20 AM – 8:09 AM; 3:40 PM – 4:33 PM	Twice/Day	N/A	N/A
Commuter 385	Frontage 99 – Boeing (PG&E Venture) to DTC	7:32 AM – 8:25 AM; 3:35 PM – 4:24 PM	Twice/Day	N/A	N/A
Commuter 390	99 Frontage – Marfargoa to DTC	7:01 AM – 7:38 AM; 3:40 PM – 4:28 PM	Twice/Day	N/A	N/A
576	DTC to Alpine - Sanguinetti	6:35 AM – 7:24 PM	15 – 20 minutes	N/A	N/A
580	DTC to Section – Oro	6:26 AM – 7:51 PM	30 minutes	N/A	N/A
725	Acacia & Lincoln to Main & Gertrude	N/A	N/A	7:55 AM – 6:43 PM	45 – 50 minutes

Source: Amtrak, ACE and San Joaquin RTD websites, January 2025.

Amtrak Thruway

The Amtrak Thruway operates three routes with stops at the Robert J. Cabral Station, in addition to seasonal routes. Service summaries for the three regular service routes are summarized in **Table 3**. Seasonal Thruway buses operate between Stockton and destinations like Reno, Nevada, and South Lake Tahoe, catering to recreational travelers heading to the Sierra Nevada region. These services run during peak tourist seasons, such as summer and winter holidays. Departures from Stockton are scheduled in the morning to maximize time at the destination, with return trips in the late afternoon or early evening. These routes provide access to popular vacation destinations not directly served by Amtrak trains.

San Joaquin RTD

San Joaquin RTD operates Hopper Route 5 and 9 plus regular service routes 47, 340, 360, 378, 385, 390, 576, 580 with stops adjacent to the Robert J. Cabral Station. Additional RTD route information is provided in **Table 3**.

San Joaquin RTD also operates Dial-A-Ride and Van Go! services, which provide on-demand, curb-to-curb transit services for areas not served by fixed routes, offering pickup and drop-off at the Robert J. Cabral Station. Dial-A-Ride caters to seniors and persons with disabilities, operating during regular bus hours. Van Go! is available to the general public and runs daily from 5:00 AM to 10:00 PM. Passengers can book these services in advance via phone or mobile app.

2.2.2 Pedestrian Access

The area surrounding the Robert J. Cabral Station generally offers a pedestrian-friendly environment with consistent and continuous sidewalks along the adjacent roadways to the station including North Sacramento Street, Channel Street, Aurora Street, Weber Avenue, and Miner Avenue. However, sidewalk gaps currently exist long both sides of Weber Avenue between railroad and Union Street. Sidewalk gaps are also provided on Union Street in the vicinity of the station.

The City of Stockton is also planning on constructing various complete street improvements, including pedestrian infrastructure improvements, as part of the Channel Street Corridor Improvements Project, which proposes improvements along the following roadway segments in the vicinity of the Robert J. Cabral Station:

- Channel Street between Aurora Street and American Street
- Aurora Street between Miner Avenue and Weber Avenue
- Grant Street between Miner Avenue and Weber Avenue
- Stanislaus Street between Miner Avenue and Weber Avenue

The Channel Street Corridor Improvements Project will install various measures including crosswalks, bike lanes, bulb-outs, directional curb ramps, sidewalks, curb and gutter, pavement and lighting to improve the project area's safety and aesthetics. Construction of the project is anticipated to begin as early as 2025.

2.2.3 Micromobility Infrastructure & Services

The Robert J. Cabral station does not currently offer micromobility services directly on-site, however, the station has supportive infrastructure with five bike racks located outside the main entrance and next to a security kiosk.

Class II buffered bicycle lanes currently exist along Miner Avenue, connecting the Station to the Weber Point Events Center at the Downtown Waterfront. Weber Avenue is also classified as a Class III bicycle route between Airport Way and the Interstate 5 (I-5) underpass. The Channel Street Corridor Improvements Project will also implement Class III bicycle route improvements along the following roadway segments within the vicinity of the Robert J. Cabral Station:

- Channel Street between Aurora Street and American Street
- Aurora Street between Miner Avenue and Weber Avenue
- Grant Street between Miner Avenue and Weber Avenue
- Stanislaus Street between Miner Avenue and Weber Avenue

Construction of the Channel Street Corridor Improvements Project is anticipated to begin as early as 2025.

2.2.4 Parking Infrastructure & Ridesharing Services

The Robert J. Cabral Station offers a variety of parking options. There are multiple parking lots within two blocks, along with substantial on-street parking in the vicinity of the station. The parking facilities within the vicinity of the station are shown in **Figure 2** and described below.

Off-Street Parking

The station provides off-street parking facilities designed to accommodate staff, daily commuters, long-distance travelers, and visitors. There are two parking lots directly serving the station at the northern end and southern end of the project site. The northern parking lot is designated for staff (SJRRC), permitted parking only and has about 30 spaces, two of which are handicapped, and the southern parking lot provides 11 stalls, nine of which are designated ADA stalls. EV charging stations are not currently provided on-site.

As shown on **Figure 2**, two additional off-street parking lots, owned and operated by ACE, are provided to the south of the Station and on the west side of the railroad tracks. Both of these lots combined provide 147 parking stalls. An overflow parking lot is provided on Weber Avenue east of the railroad tracks, however, this site planned to be developed as a future ACE office building. Based on observations shared by ACE staff, the parking lot utilization for the lots south of Weber Avenue often exceeds 90 percent of the supply on typical weekdays.

On-Street Parking

Limited on-street parking is provided along North Sacramento Street and Channel Street (north/south) with about 20 parking spaces (overnight parking is not allowed) for visitors. On-street parking along Channel Street (east/west) is for area residents with a residential parking permit. Substantial unrestricted on-street parking is also provided along several streets in the vicinity of the station.

Ridesharing & Carsharing Services

Ridesharing drivers can pick-up and drop-off passengers at the station; however, there is not a designated pick-up or drop-off zone for ridesharing services. Carsharing services are not currently available at the station.

2.2.5 Placemaking Context

The Robert J. Cabral Station, located in Downtown Stockton, serves as a key gateway to the city's historic and culturally rich urban core. Downtown Stockton is characterized by its diverse architectural heritage, waterfront access, and ongoing revitalization efforts aimed at fostering a dynamic and inclusive environment. Placemaking in this context focuses on creating inviting public spaces, enhancing

walkability, and supporting economic development through improved connectivity and community engagement. As an anchor for regional rail services, the Robert J. Cabral Station plays a pivotal role in supporting these goals by seamlessly connecting the city to broader regional transportation networks. Its strategic location encourages transit-oriented development, attracts visitors to the Downtown area, and promotes sustainable mobility. By integrating multimodal transportation options and aligning with placemaking principles, the station can contribute to the reactivation of surrounding spaces, encourage investment, and enhance the overall vitality of Downtown Stockton as a vibrant, interconnected urban center.

The Robert J. Cabral Station provides a few placemaking amenities, such as pedestrian-scale lighting, a clock tower, benches, and planters. The City of Stockton is currently underway with preparing the Downtown Stockton Multimodal Transportation Network and Land Use Plan, which will evaluate transportation infrastructure and land use improvements that can create a greater sense of place within the Downtown core. The Robert J. Cabral Station will be a focus area as part of that plan.

2.3 Tracy Transit Station

The Tracy Transit Station site is shown in **Figure 3**. Existing infrastructure and services provided at and around the site are described below.

2.3.1 Transit Infrastructure & Services

The Tracy Transit Station operates a Regional Mobility Hub providing various bus services options for regional and local travel. Currently, the station does not have rail service, despite its close proximity to the railroad tracks.

Bus Services

The following transit operators currently provide service at the Tracy Transit Station.

TRACER Fixed Routes

The City of Tracy's TRACER system offers 11 fixed bus routes stopping at the Tracy Transit Station, connecting key destinations such as schools, workplaces, Downtown Tracy, Prime Outlets, West Valley Mall, and Walmart. Fixed-route service operates Monday to Friday (7:00 AM–7:00 PM) and Saturday (9:00 AM–7:00 PM). No fixed-route service is available on Sundays, but TRACER Plus On-Demand provides curb-to-curb service during non-operating hours. TRACER routes that service the Tracy Transit Station are summarized in **Table 4**.

Routes A, B, C, and D operate Monday through Saturday, while Commuter Routes E, F, G, and H operate only on weekdays. Pilot services include the South Tracy Shuttle (serving southern Tracy), the ACE Shuttle (aligned with ACE train schedules), and the Arbor Shuttle (serving the Arbor Avenue area).

TRACER Plus On-Demand offers shared-ride service within city limits during non-operating hours of fixed-route services, bridging transportation gaps. Operating seven days a week except on holidays, its hours vary by day, ensuring flexible and reliable transit for residents and visitors.

For eligible individuals with disabilities, TRACER Paratransit provides door-to-door service within city limits Monday to Friday (7:00 AM–8:00 PM) and Saturday (9:00 AM–7:00 PM). Together, these services support Tracy's diverse transit needs efficiently and reliably.



Figure 3: Tracy Transit Station Area

Table 4: Tracy Transit Station Transit Service

Route	Route Limits	Weekdays		Weekends	
		Hours	Headways[1]	Hours	Headways[1]
TRACER					
A	Tracy Transit Station to West Valley Mall	7:00 AM – 7:00 PM	30 minutes	9:00 AM – 7:00 PM	30 minutes
B	Tracy Transit Station to West Valley Mall	7:00 AM – 7:00 PM	30 minutes	9:00 AM – 7:00 PM	30 minutes
C	Tracy Transit Station to Hidden Lake	7:00 AM – 7:00 PM	60 minutes	9:00 AM – 7:00 PM	60 minutes
D	Tracy Transit Station to 11th Street/Lammers/Kimball High	7:00 AM – 7:00 PM	60 – 75 minutes	9:00 AM – 7:00 PM	60 – 75 minutes
Commuter E	Tracy Transit Station to West High School	7:35 AM – 8:30 AM; 1:25 PM – 4:40 PM	Four/Day	N/A	N/A
Commuter F	Tracy Transit Station to ACE Station	7:20 AM – 8:15 AM; 2:30 PM – 4:50 PM	Thrice/Day	N/A	N/A
Commuter G	Tracy Transit Station to 11th Street/Lammers	2:30 PM – 5:05 PM	Twice/Day	N/A	N/A
Commuter H	Tracy Transit Station to Kimball High/Lammers	7:50 AM – 8:50 AM; 2:30 PM – 5:05 PM	Thrice/Day	N/A	N/A
San Joaquin RTD					
90	Tracy Transit Station to Pacific & Yokuts	5:37 AM – 9:11 PM	60 minutes	N/A	N/A
97	Tracy Transit Station to Manteca Transit Center	6:00 AM – 9:00 PM	60 - 90 minutes	N/A	N/A
150	DTC to Dublin BART Station	4:00 AM – 8:20 PM	60 minutes	7:00 AM – 7:00 PM (Saturday Extended Service 7:30 PM – 10:30 PM)	90 minutes

Source: Fehr & Peers, January 2025.

San Joaquin RTD

San Joaquin RTD operates Routes 90, 97, and 150, which connect Tracy to Lathrop, Manteca, Stockton and the Dublin BART Station. These RTD routes serve commuters between Tracy and other cities in San Joaquin and Alameda Counties. Additional route information is provided in **Table 4**.

Greyhound

Greyhound provides intercity bus services at the Tracy Transit Station connecting Tracy to cities such as Sacramento, Reno, Bay Area, Los Angeles and more.

Private Employer Shuttles

Employers, such as Google and other Bay Area companies, currently provide shuttle service at the Tracy Transit Station. Shuttle services are limited to company employees and contractors, the general public does not have access to these services. According to City of Tracy staff, approximately seven to nine shuttles stop per day at the Tracy Transit Station.

2.3.2 Pedestrian Access

The Tracy Transit Station is generally supported by continuous sidewalks that connect the station to surrounding streets, including Central Avenue and adjacent neighborhoods. Sidewalk gaps currently exist on the south side of 6th Street on the west and east side of the station. Marked crosswalks with are present at key intersections, such as the 6th Street/Central Avenue roundabout intersection.

2.3.3 Micromobility Infrastructure & Services

The Tracy Transit Station offers bike racks near the main entrance for added security. While bike lockers are available at the station, they are currently not operational. There are no shared scooter or bike services directly at the station. Class II bike lanes are provided on Central Avenue south of 6th Street.

2.3.4 Parking Infrastructure & Ridesharing Services

Off-Street Parking

A designated park-and-ride lot is provided on the south side of the railroad tracks with approximately 94 stalls intended for daily commuters. Approximately 50 - 60 stalls were occupied around 4:00 PM based on field observations conducted on December 3, 2024.

An off-street parking lot with approximately 107 stalls is also provided on the east side of the station. Parking in this lot is restricted to four hours between 9:00 AM and 6:00 PM, Monday through Friday. In addition to serving transit users, this parking lot is also used by visitors and workers of Downtown Tracy. Two EV charging stations are also available in the parking lot. The parking lot was observed to be 90% utilized during field observations on December 3, 2024.

A third parking lot is also provided on the northwest side of the 6th Street/Central Avenue roundabout intersection, this lot provides approximately 60 parking stalls. Parking in this lot is also restricted to four hours between 9:00 AM and 6:00 PM, Monday through Friday. This lot is primarily used by visitors and workers of Downtown Tracy.

On-Street Parking

Limited on-street parking is provided along select segments 6th Street and Central Avenue in the vicinity of the station. On-street parking along 6th Street is limited to four hours Monday through Friday between 9:00 AM and 6:00 PM. On-street parking along Central Avenue in the vicinity of station is limited to two hours Monday through Friday between 9:00 AM and 6:00 PM

Ridesharing & Carsharing Services

A passenger loading zone is provided along eastbound 6th Street in front of the station. This zone is designated for passenger drop-offs and pick-ups, and is also utilized by ridesharing services.

Although not available at the Tracy Transit Station site, Miocar operates a carshare service at the Tracy Homes Community Center, located at 340 W. 4th Street in Tracy. This location is approximately 0.4 miles from the station, less than a 10-minute walk away.

2.3.5 Placemaking Context

The Tracy Transit Station serves as a vital mobility hub connecting the City of Tracy to the broader region while anchoring the surrounding Downtown area. Downtown Tracy is a charming and rapidly evolving destination, known for its historic buildings, boutique shops, local dining, and a strong sense of community. Placemaking efforts in this area emphasize fostering a pedestrian-friendly environment, enhancing public spaces, and creating opportunities for community engagement and economic growth.

The Tracy Transit Station supports these goals by providing a mobility hub that links residents and visitors to local and regional destinations via bus services. Its proximity to Downtown Tracy encourages transit-oriented development, can reduce reliance on cars, and boosts foot traffic to nearby businesses and cultural venues. By integrating thoughtful design and placemaking principles, the station serves as a catalyst for creating a vibrant, accessible, and connected urban experience in and around Downtown Tracy.

Inside the Tracy Transit Station offers waiting area seating, public restrooms, and customer service staff available. In addition to the amenities for passengers, the station also offers rooms for public rental, suitable for meetings and events, each equipped with audio/visual systems. The Tracy Transit Station offers several other placemaking amenities, such as pedestrian-scale lighting, public art installations, information boards, benches, and planters. Commercial uses are also provided adjacent to the station along 6th Street. Two parklets currently exist across from the station on 6th Street, adjacent to commercial buildings.

3.0 Site Recommendations

The Tranzito consultant team, together with SJCOG staff, visited all three sites under consideration for the demonstration project on December 3, 2024. Representatives from the following partner agencies also participated in the site visits:

- City of Lodi
- City of Stockton
- City of Tracy
- ACE
- SJRRC

The site visits marked the first step in evaluating site conditions to identify potential mobility hub improvements for each location. A second visit to all three sites was made on February 18, 2025, with members of the San Joaquin Regional Climate Collaborative (SJRCC), SJCOG staff, and the consultant team. The purpose of the site visits was to obtain community input on mobility and placemaking elements to be considered for the site recommendations. The consultant team utilized input from partner agencies, community groups, the existing conditions analysis summarized above, along with the typology and design principles outlined in the *San Joaquin Regional Mobility Hub Plan*, to develop conceptual site recommendations for each station.

The recommended mobility improvement concept site plans are included in **Attachment 2**, concept level renderings are presented in **Attachment 3**. These improvements are also described in greater detail below.

3.1 Design Principles

The *San Joaquin Regional Mobility Hub Plan* recommends the design principles established by the Shared-Use Mobility Center (SUMC) in the *Mobility Hubs: Where People Go to Move* (SUMC, June 2019) study. The 10 design principles for implementing successful mobility hubs are listed below.

1. **Strong Transit Stops**: Locate hubs near high-frequency transit.
2. **Electrification**: Ensure sufficient power for current and future electrified transportation options.
3. **Transit-Oriented Development**: Place hubs where people already live and work to maximize usage.
4. **User Safety**: Design hubs with good lighting, visibility, and well-trafficked locations to ensure comfort and safety.
5. **Comfort & Walkability**: Include seating, shelter, traffic calming, and accessible pedestrian connections.
6. **Placemaking**: Integrate cultural and community elements like gardens, art, or gathering spaces to enhance user experience.
7. **Multiple Transportation Options**: Offer at least three transportation modes to provide convenience and flexibility.

8. **Seamless Transfers & Wayfinding**: Include clear signage, maps, and interactive tools to support smooth transfers between modes and services.
9. **Visibility & Branding**: Use consistent design and branding to establish a reliable and recognizable network.
10. **Marketing & Education**: Promote hubs to inform the public about their benefits, safety, and ease of use.

The Tranzito consultant team applied Principles 1 through 8 to guide the development of conceptual site improvements for all three sites. Principles 9 and 10 will serve as guidance during the design and implementation phase of the demonstration project once a preferred site has been selected.

3.1.1 Typology & Mobility Hub Elements

All three sites under consideration for the demonstration project currently function as Regional Commuter Hubs, providing regional transit services that connect residents to other cities within and beyond San Joaquin County. Additionally, all three sites offer substantial off-street parking, enabling residents who cannot walk or bike to a station to drive instead, thereby incentivizing the use of regional transit services. Although a portion of their commute may involve driving, the use of regional transit services is still expected to reduce vehicle miles traveled (VMT) for these users. Beyond their role as Regional Commuter Hubs, all three transit stations also connect to local bus routes, linking residents to regional bus services or surrounding downtown areas.

The *San Joaquin Regional Mobility Hub Plan* provides guidance on the types of design elements and services that can be considered for mobility hub improvements based on typology. This guidance is summarized in **Table 5**. The information in **Table 5** was also used to inform potential site improvements included in the conceptual site recommendations for all three sites.

3.2 Stakeholder Engagement

Stakeholder engagement played a crucial role in shaping the conceptual design process. At the December 3, 2024, meeting with partner agencies, discussions focused on existing site conditions and planning context for the station areas. The City of Lodi shared plans for upcoming affordable housing developments on Main Street near the station, while the City of Stockton outlined pedestrian and infrastructure improvements. The City of Tracy provided insights on private employer buses utilizing the Tracy Transit Station for passenger loading. This information was essential in developing site plan recommendations.

February 18, 2025 site visits with the SJRCC, a coalition of community-based organizations focused on climate change mitigation, helped refine mobility and placemaking elements for the project. Community members emphasized the need for safe pedestrian crossings and cultural art integration through physical installations or painted elements. As a result, public art components have been incorporated into placemaking recommendations at all three sites. The mobility and placemaking vision boards developed during the site visits, reflecting input from SJRCC members on preferred amenities, are shown below. These vision boards directly informed the site plan recommendations.

Currently, site recommendations remain conceptual. The demonstration project phase will include substantial community engagement, with potential collaboration with local arts commissions to guide placemaking elements as part of the demonstration project.

Table 5: Mobility Hub Elements by Type

Category	ID	Description	Mobility Hub Type Suitability		
			Regional Commuter	Downtown	Community
Transit Infrastructure & Services	1	Transit Loading Zones	✓	✓	■
	2	Transit Waiting Areas	✓	✓	■
	3	Fixed-Route Transit Service	■	✓	■
	4	Microtransit Service	●	■	●
	5	Real-Time Travel Information	✓	■	●
Pedestrian Access	6	Walkways at Mobility Hub	✓	✓	✓
	7	Walkways Connecting to Mobility Hub	✓	✓	✓
	8	Pedestrian Crossings	✓	✓	✓
Micromobility Infrastructure & Services	9	Bikeways	✓	■	■
	10	Bike Crossings	■	■	■
	11	Bike Parking	✓	■	✓
	12	Bike & Scooter Sharing Programs	■	■	■
	13	Bike Repair Station	●	■	●
Parking Infrastructure & Ridesharing Services	14	Off-Street Car Parking	✓	●	●
	15	EV Charging Station	■	●	■
	16	Carshare Service	■	■	■
	17	Rideshare Services	✓	■	●
	18	Rideshare Passenger Pick-Up / Drop-Off Zone	✓	■	●
Placemaking Amenities & Services	19	Public Spaces	●	●	●
	20	Retail Uses	●	●	●
	21	Signage & Wayfinding	✓	✓	✓
	22	Public Wi-Fi	■	●	●
	23	Street Furniture	■	■	●
	24	Ambassadors	●	●	●
	25	Universal Payment System	●	●	●

Legend: ✓ = Essential ■ = Recommended ● = Optional





February 18, 2025 Site Visit Vision Boards
(Magenta dots represent input on – Downtown Lodi Multimodal Transit Station, green dots – Robert J. Cabral Station, orange dots – Tracy Transit Station)

3.3 Downtown Lodi Multimodal Transit Station Recommendations

A conceptual site plan of the recommended improvements for the Downtown Lodi Multimodal Transit Station is provided in **Attachment 2** and described below; concept level renderings are presented in **Attachment 3**. The recommendations also take into consideration the existing amenities and services provided at the site.

3.3.1 Transit Infrastructure & Services

The existing station includes various transit waiting areas and several fixed-route transit services. Although the GrapeLine bus stop shelters are equipped with digital displays for real-time travel information, these displays are currently non-operational. At present, only the Amtrak service provides real-time travel information. The following transit infrastructure improvements are recommended:

- Adjust curb line at GrapeLine and San Joaquin RTD bus stops to provide sawtooth bus bay design to facilitate improve bus access to stops
- Activate or replace digital displays on GrapeLine bus shelters with electronic paper to support real-time transit information displays

3.3.2 Pedestrian Access

The area surrounding the station on the west side of the railroad tracks features continuous and connected sidewalks, along with high-visibility crosswalks, providing adequate pedestrian connections between Downtown Lodi and the station. Curb extensions at the northeast and southeast corners of the Sacramento Street/Oak Street intersection are recommended to reduce pedestrian crossing distances and enhance connectivity between the station and Downtown Lodi.

3.3.3 Micromobility Infrastructure & Services

The following micromobility infrastructure improvements are recommended for the Downtown Lodi Multimodal Station:

- Installation of Bikeep smart racks, offering bicycle and scooter parking options, including electric charging facilities for e-bicycles and scooters
- Bikelink bicycle lockers with e-bike charging stations
- Bicycle repair fix-it station

The installation of Bikeep smart racks is intended to provide parking for visitors' bicycles; however, the Bikeep system can also be repurposed to accommodate future bikesharing services implemented by others.

3.3.4 Parking Infrastructure & Ridesharing Services

The following parking infrastructure and ridesharing services are recommended for the Downtown Lodi Multimodal Station:

- Repurpose on-street parking lane on northbound Sacramento street to provide a 100' passenger pick-up and drop-off zone for ridesharing services and programs
- Installation of two EV charging stations either in the station parking lot or ground floor of the parking garage

The new EV charging stations are intended to support e-carsharing services to be implemented by others.

3.3.5 Placemaking Amenities & Services

Several retail businesses are located in Downtown Lodi near the station, enhancing the placemaking potential of the station area. The following amenities are recommended to further support placemaking within the station area:

- Installation of a Soofa digital kiosk to improve wayfinding and provide real-time community messaging and public service announcements
- Replacement of the existing bulletin board at the Amtrak station building with an e-paper communication screen
- Installation of an e-paper sign and post adjacent to the passenger pick-up and drop-off zone on Sacramento Street to support dynamic signage, enhancing curbside management controls based on the time of day
- Decorative crosswalks
- Outdoor accent string lighting
- Integrated public art with seating

As part of a separate project, the City of Lodi is planning to implement a permanent street closure of Sacramento Street between Pine and Elm Streets, adjacent to the World of Wonders (WOW) Science Museum. If implemented, this street closure would further enhance the placemaking potential of the station area. Due to the timing of the street closure, a parklet and activation area adjacent to the northeast corner of the Sacramento Street/Pine Street intersection could be considered as part of a separate future project to enhance the placemaking potential of the planned closure.



Street Signage & Digital Information Kiosk ("Milpitas" by Soofa.)



Decorative Crosswalk Painting ("One Square of Crosswalk, Oakland Chinatown" by deb roby is licensed under CC BY 2.0.)

3.4 Robert J. Cabral Station Recommendations

A conceptual site plan of the recommended improvements for the Robert J. Cabral Station is provided in **Attachment 2** and described below; concept level renderings are presented in **Attachment 3**. The recommendations also take into consideration the existing amenities and services provided at the site.

3.4.1 Transit Infrastructure & Services

The existing station includes indoor and outdoor waiting areas for passenger rail services, as well as sheltered waiting areas with benches for the local San Joaquin RTD bus service. However, no shelter or benches are currently provided for the Amtrak Thruway service, which stops on Channel Street adjacent to the outdoor train waiting area. To enhance passenger comfort and convenience, it is recommended to add a shelter and bench on Channel Street to support the Amtrak Thruway service and any future bus routes that may stop along this segment of Channel Street.

Other long-term improvements that could be considered, separate from the demonstration project, include a potential transit circulator service connecting the Robert J. Cabral Station to the Downtown Transit Center and the San Joaquin Street Amtrak Station. The planned ACE service expansion as part of the Valley Rail project, along with potential future development around the Robert J. Cabral Station, is expected to increase ridership at the Robert J. Cabral Station and potentially the Downtown Transit Center and San Joaquin Street Amtrak Station.

A transit circulator, whether autonomous or driver-operated, could enhance connections between the three stations. If implemented by others, the improved Amtrak Thruway bus stop on northbound Channel Street could also serve as a stop for the circulator.



Autonomous Microtransit Vehicle ("Mobileye Autonomous Shuttle IAA 2021 1X7A0213" by Alexander Migl is licensed under CC BY-SA 4.0.)

3.4.2 Pedestrian Access

The off-street parking lots located south of Weber Avenue provide 147 parking stalls and are heavily utilized by ACE customers. Most ACE customers arrive at the station between 4:00 and 7:00 AM to catch early morning trains heading to the Bay Area. Customers parking in the lots south of Weber Avenue must cross Weber Avenue, often before sunrise. The existing Weber Avenue crosswalk connecting the station and the parking lot spans approximately 80 feet and includes a median pedestrian refuge island.

The travel lanes on Weber Avenue are unstriped and approximately 24 feet wide per lane in each direction. These wide lanes can encourage speeding, posing a safety concern for pedestrians crossing Weber Avenue between the station and parking lot.

To improve pedestrian safety, curb extensions are recommended at the existing Weber Avenue crosswalk, which could reduce the crossing distance by 16 feet or more. Additionally, installing rapid flashing beacon controls at the crosswalk would enhance pedestrian crossing safety, especially during early morning hours before sunrise, by alerting drivers on Weber Avenue when pedestrians are present in the crosswalk.

The recommended curb extensions and rapid flashing beacons would also help reduce vehicle speeds on Weber Avenue, further improving pedestrian crossing conditions. Given the crosswalk's proximity to the existing at-grade railroad crossing, further coordination with the California Public Utilities Commission (CPUC) will be required during subsequent design phases. This coordination will determine whether rapid flashing beacons are acceptable traffic controls and if additional infrastructure improvements, such as an at-grade crossing system interconnect, are necessary for implementation.

The City of Stockton, as part of the Channel Street Corridor Improvements Project, will also improve first-mile/last-mile pedestrian connectivity along the following roadway segments in the vicinity of the station:

- Channel Street between Aurora Street and American Street
- Aurora Street between Miner Avenue and Weber Avenue
- Grant Street between Miner Avenue and Weber Avenue
- Stanislaus Street between Miner Avenue and Weber Avenue

3.4.3 Micromobility Infrastructure & Services

The following micromobility infrastructure improvements are recommended for the Robert J. Cabral Station:

- Bikelink bicycle lockers with e-bike charging stations
- Bicycle repair fix-it station
- Site for micromobility service corral to support future bikeshare and/or scootershare services that could potentially be implemented by others

The City of Stockton, as part of the Channel Street Corridor Improvements Project, will also improve first-mile/last-mile bicycle connectivity by implementing Class III bicycle route improvements along the following roadway segments in the vicinity of the station:

- Channel Street between Aurora Street and American Street
- Aurora Street between Miner Avenue and Weber Avenue
- Grant Street between Miner Avenue and Weber Avenue
- Stanislaus Street between Miner Avenue and Weber Avenue

3.4.4 Parking Infrastructure & Ridesharing Services

The following parking infrastructure and ridesharing services are recommended for the Robert J. Cabral Station:

- Repurpose a portion of the northbound Channel Street bus stop lane to provide an 80’ passenger pick-up and drop-off zone for ridesharing services and programs
- Installation of two EV charging stations in the station employee parking lot for use by the public

The new EV charging stations are intended to support e-carsharing services to be implemented by others.

3.4.5 Placemaking Amenities & Services

The land uses surrounding the station are mainly industrial, residential, with some retail uses. The following amenities are recommended to further support placemaking within the station area:

- Installation of a Soofa digital kiosk to improve wayfinding and provide real-time community messaging and public service announcements
- Installation of an e-paper sign and post adjacent to the passenger pick-up and drop-off zone on Channel Street to support dynamic signage, enhancing curbside management controls based on the time of day
- Installation of removable bollards along a section of N. Sacramento Street in front of the main Station building to also the street segment to be used as event pop-up space
- Picnic tables with seating and umbrella
- Outdoor accent string lighting
- Integrated public art with seating

3.5 Tracy Transit Station Recommendations

A conceptual site plan of the recommended improvements for the Tracy Transit Station is provided in **Attachment 2** and described below; concept level renderings are presented in **Attachment 3**. The recommendations also take into consideration the existing amenities and services provided at the site.

3.5.1 Transit Infrastructure & Services

The existing Tracy Transit Station includes various transit waiting areas and several fixed-route transit services. While the station provides a real-time information display inside its main building, such displays are not available outdoors. It is recommended to install real-time information displays at each of the eight on-site bus stop shelters.

Two bulletin boards are currently provided outdoors at the station. It is recommended that these bulletin boards be upgraded with e-paper displays, which can also be used to provide real-time transit information.

3.5.2 Pedestrian Access

The area surrounding the station features continuous and connected sidewalks, along with high-visibility crosswalks, providing adequate pedestrian connections between Downtown Tracy and the station. The following improvements are recommended to enhance pedestrian access to the station:

- Provide a marked cross-walk with directional curb ramps on eastbound 6th Street just west of the inbound driveway for buses
- Provide directional curb ramp on the west of the bus stop island platform, to improve pedestrian and ADA access from Central Avenue
- Enhance existing pedestrian crossing on south leg of Central Avenue/6th Street intersection

3.5.3 Micromobility Infrastructure & Services

The following micromobility infrastructure improvements are recommended for the Tracy Transit Station:

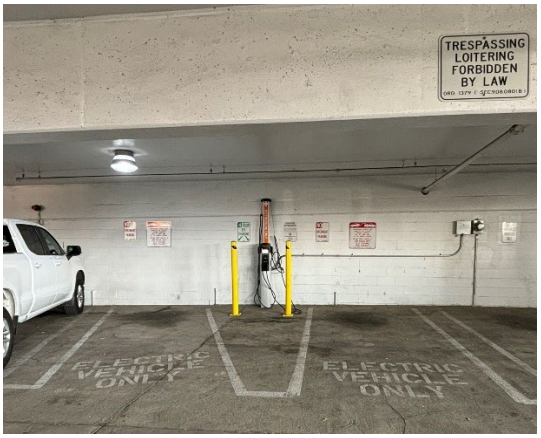
- Bikelink bicycle lockers with e-bike charging stations
- Bicycle repair fix-it station
- Site for micromobility service corral to support future bikeshare and/or scootershare services that could potentially be implemented by others

3.5.4 Parking Infrastructure & Ridesharing Services

The following parking infrastructure and ridesharing services are recommended for the Tracy Transit Station:

- Implement 100’ passenger pick-up and drop-off zone within park-and-ride lot to support ridesharing services and programs, included shelter and bench for users
- Upgrade park-and-ride signage to better advertise carpool program(s) with quick response (QR) code and branding
- Installation of two EV charging stations either in the parking lot located on the east side of the station

The new EV charging stations are intended to support e-carsharing services to be implemented by others.



Existing EV Charging Station at Downtown Lodi Multimodal Transit Station



Exiting EV Charging Station at Tracy Transit Station

3.5.5 Placemaking Amenities & Services

The Tracy Transit Station is surrounded by retail buildings in Downtown Tracy and residential neighborhoods. Parklets are currently provided on westbound 6th Street across the station. The station also provides. In addition to the amenities for passengers, the station also offers rooms for public rental, suitable for meetings and events, each equipped with audio/visual systems. The Tracy Transit Station generally provides more on-site and site adjacent placemaking amenities than the Downtown Lodi Multimodal Transit Station and Robert J. Cabral Station.

The following amenities are recommended to further support placemaking within the station area:

- Installation of a Soofa digital kiosk to improve wayfinding and provide real-time community messaging and public service announcements
- Upgrading existing on-site bulleting boards with e-paper to provide real-time community messaging and public service announcements
- Picnic tables with seating and umbrella
- Shade structure with relocated bench seating
- Public art integration into the building façade or as a pavement inlay treatment
- Activation of existing community rooms provided within station

3.6 Cost Planning

Cost plans were prepared for the conceptual level site recommendations to provide an estimate of soft costs to account for planning, design and permitting of recommended improvements, in addition to the capital expenditures (CapEx) and operational expenditures (OpEx) for an 18-month period. The CapEx and annual OpEx estimates for each site are summarized in **Table 6**; the detailed cost plans are provided in **Attachment 4**. The CapEx costs are divided into a base scope and an optional scope. The demonstration project is expected to implement the base scope. Additional partner agency engagement is needed to determine whether any optional items can be incorporated into the base scope of work.

Table 6: Mobility Hub Site Improvement Cost Plans

Cost Type	Downtown Lodi Multimodal Transit Station	Robert J. Cabral Station	Tracy Transit Station
Capital Expenditures & Direct Costs (2025 $)	$639,798 (Base Scope) $778,134 (Optional Scope)	$668,884 (Base Scope) $579,138 (Optional Scope)	$663,967 (Base Scope) $583,339 (Optional Scope)
18-Month Operational Expenditures (2025 $)	$469,600	$469,600	$469,600

Source: Tranzito Consultant Team, April 2025.

3.7 Demonstration Project Preferred Site Recommendation

As shown in **Table 6**, base CapEx and direct costs are similar across all three sites, the optional scope of work is highest at the Downtown Lodi Multimodal Transit Station and lowest at the Robert J. Cabral Station. **Table 7** summarizes the site prioritization score and estimated daily ridership data provided by City of Lodi, City of Stockton, San Joaquin RTD and ACE for all three sites under consideration for the demonstration project.

Table 7: Demonstration Project Site Comparison

Cost Type	Downtown Lodi Multimodal Transit Station	Robert J. Cabral Station	Tracy Transit Station
Mobility Hub Site Prioritization Score[1]	20	20	22
Estimated Existing Daily Ridership[2,3]	340	380	290
Average Citywide Daily Home-Based-Work VMT per Capita	14.6	17.4	19.1
Average Citywide Daily Home-Based-VMT per Capita	23.0	25.4	29.7

Notes:
1. Prioritization scoring worksheets provided in **Attachment 1**.
2. Daily ridership estimates based on ridership data provided by City of Lodi, City of Tracy, San Joaquin RTD and ACE. Ridership is approximate, Greyhound ridership was not available for Lodi or Tracy Stations. Total ridership includes boardings and alightings
3. Tracy Transit Station ridership numbers do not account for riders of private employer shuttles that service the station.

Source: Tranzito Consultant Team, April 2025.

Table 7 also summarizes the average daily Home-Based-Work and Home-Based-VMT per capita for the cities of Lodi, Stockton and Tracy based on Fehr & Peers' VMT+ tool, which uses Streetlight Data's location-based services to estimate existing VMT data for each city. As shown in **Table 7**, Tracy residents generate more VMT per capita than Lodi and Stockton residents. Lodi residents generate the lowest VMT per capita of among residents of all three cities.

All three sites under consideration for the demonstration project meet the *San Joaquin Regional Mobility Hub Plan* goals:

- Goal 1: Support Infill Housing Developments Near Transit
- Goal 2: Reduce Vehicle Miles Traveled
- Goal 3: Improve Regional Connectivity and Community Development

The consultant team recommends the Tracy Transit Station site for the demonstration project for the following reasons:

- The site has the highest prioritization score, earning 22 out of 24 points (see **Attachment 1**). The prioritization score evaluates neighborhood suitability and site readiness. Field visits by the consultant team on December 3, 2024, and February 18, 2024, confirmed that the Tracy Transit Station site currently offers more amenities and higher quality infrastructure that can complement the recommended mobility hub improvements.
- Tracy residents generate the highest VMT per capita among the three sites under consideration. This suggests that shifting from single-occupant vehicles (SOV) to carpooling or transit modes among Tracy residents could result in greater reductions in local and regional VMT compared to Lodi and Stockton residents.

The Lodi and Stockton sites were close contenders to the recommended Tracy site. The recommendation for the Tracy Transit Station is primarily based on its readiness for the proposed mobility hub improvements.

SJCOG intends to pursue additional public funding sources to support further mobility hub improvements within San Joaquin County. Both the Downtown Lodi Multimodal Transit Station and the Robert J. Cabral Station will remain candidates for mobility hub enhancements as more funding becomes available.

The concept site plans, concept level renderings, and cost estimates provided in **Attachments 2, 3 and 4** serve as valuable planning resources for the City of Lodi, City of Stockton, ACE, and SJRRC. The mobility hub site plan recommendations can be incorporated into ongoing local planning efforts, such as the Downtown Lodi Specific Plan Update and the Downtown Stockton Multimodal Transportation Network and Land Use Plan.

Additionally, the cost estimates could assist local agencies in updating transportation impact fee programs to include the recommended mobility hub improvements at the Lodi and Stockton stations. If either city chooses to generate additional funding through development impact fees, these plans could serve as a basis for establishing a nexus for such improvements.

4.0 Demonstration Project Next Steps

SJCOG has selected the Tracy Transit Station as the preferred demonstration project site. The Tranzito consultant team will initiate the schematic design process in April 2025. The full design development, including construction documents and permitting, is expected to be completed by December 2025. Construction of the demonstration project is anticipated to begin in January 2026, with a targeted opening date in June 2026. The demonstration project schedule is summarized in **Table 8**. SJCOG and the Tranzito consultant team are investigating potential approaches to streamline the implementation schedule, therefore the schedule provided in **Table 8** is subject to change.

Substantial community engagement will be integrated into the design process of the Tracy Transit Station. The Tranzito consultant team is currently coordinating with SJCOG and City of Tracy to develop the community engagement approach for the demonstration project. Community engagement efforts are expected to span between May and August 2025 and will likely include pop-up events and a community workshop.

Table 8: Demonstration Project Schedule

Task	Date
Demonstration Project Site Design & Permitting	April – December 2025
Demonstration Project Community Engagement	May – August 2025
Demonstration Project Site Construction	January – June 2026
Demonstration Project Opening	June 2026

Source: Tranzito Consultant Team, April 2025.

Once constructed, the Tranzito consultant team proposes to monitor performance of the mobility hub six months and 18-months after project opening. Recommended metrics to be considered for monitoring include:

- Average Daily Transit Boardings & Alightings
- Average Daily Bike Parking Utilization
- Peak Period Carpooling/Ridesharing Trips with Trip End at Mobility Hub
- Average Daily Off-Street Parking Utilization

Please contact Gene Oh (510-205-3006) or Francisco martin (209-210-5609) with any questions or comments on the information provided in this technical memorandum.

Attachments:

Attachment 1: Mobility Hub Site Prioritization Evaluation Worksheets

Attachment 2: Concept Site Plans

Attachment 3: Concept Level Renderings

Attachment 4: Concept Level Cost Plans

Attachment 1
Mobility Hub Site Prioritization Evaluation Worksheets

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Mobility Hub Site Prioritization Evaluation Worksheet		
Site ID	LOD.04	
Site Location	Downtown Lodi Multimodal Transit Station	
Address	24 S. Sacramento Street, Lodi, CA	
Property Owner	Lodi	
Criteria	**Results**	**Reviewer Comments**
Demonstration Project Site Selection Criteria		
Is site 100% within Public Right-of-Way? (Yes or No)	Yes	Site is owned by City of Lodi
Is site within 1/2 mile of existing or planned affordable housing site? (Yes or No)	Yes	Within 1/4 mile of Lodi Hotel Senior Housing (7 S. School Street), affordable housing sites also being planned as part of Downtown Specific Plan update that is underway
Is transit service currently provided at or adjacent to site? (Yes or No)	Yes	Existing Amtrak service, GrapLine bus stops for express routes 1, 2 and 4, and routes 1, 2, 3, 4, and 5 provided on-site
Is the site currently developed? (Yes or No)	Yes	Existing transit station and parking garage provided on-site
Is there existing concrete infrastructure available to support future improvements? (Yes or No)	Yes	Existing transit station and parking garage provided on-site
Is there readily available power connection on-site or adjacent to the site? (Yes or No)	Yes	Site appears to have existing power & water service on-site
Is the site potentially suitable for streamlined permitting process? (Yes or No)	Maybe	Depends on the proposed improvements and the availability of partner agencies to facilitate a streamlined permitting process
Mobility Hub Site Priorization Score		
Priority Neighborhood Designation (4 Points Max)	4	Top Priority Neighborhood
Site is on Developed Property (1 Point Max)	1	Existing transit station and parking garage provided on-site
Existing Pedestrian Walkways (3 Points Max)	3	Internal walkways, adjacent sidewalks and marked crosswalks
Existing Bikeways (3 Points Max)	0	No existing adjacent bikeways
Existing and/or Planned Transit Service (5 Points Max)	5	Existing Amtrak service, GrapLine bus stops for express routes 1, 2 and 4, and routes 1, 2, 3, 4, and 5 provided on-site
Existing or Planned EV Charging Station (1 Point Max)	1	Existing and planned EV charging stations provided on-site
Adjacent to SJCOG Designated Multimodal Corridor (1 Point Max)	0	Not adjacent to multimodal corridor
Off-Street Parking Available or Planned On-Site? (2 Points Max)	2	Public parking garage provided on-site
Nearby Existing and/or Planned Affordable Housing Development (3 Points Max)	3	Within 1/4 mile of Lodi Hotel Senior Housing (7 S. School Street), affordable housing sites also being planned as part of Downtown Specific Plan update that is underway
Within or Adjacent to Community Plan and/or Specific Plan Area (1 Point Max)	1	Within Dowtown Lodi Specific Plan boundary
Total Prioritization Score	**20**	

Mobility Hub Site Prioritization Evaluation Worksheet		
Site ID	STK.04	
Site Location	Robert J. Cabral ACE & Amtrak Station	
Address	949 Channel Street, Stockton, CA	
Property Owner	San Joaquin Regional Rail Commission (SJRRC)	
Criteria	**Results**	**Reviewer Comments**
Demonstration Project Site Selection Criteria		
Is site 100% within Public Right-of-Way? (Yes or No)	Yes	Site is owned by SJRRC
Is site within 1/2 mile of existing or planned affordable housing site? (Yes or No)	Yes	Within 1/4 mile of Silvercrest Residence Senior Housing (123 N. Stanislaus Street), within 1/2 mile of Dewey Apartments (507 N. Pilgrim Street)
Is transit service currently provided at or adjacent to site? (Yes or No)	Yes	ACE, Amtrak, and San Joaquin RTD service provided
Is the site currently developed? (Yes or No)	Yes	Existing transit station on-site
Is there existing concrete infrastructure available to support future improvements? (Yes or No)	Yes	Existing transit station on-site
Is there readily available power connection on-site or adjacent to the site? (Yes or No)	Yes	Site appears to have existing power & water service on-site
Is the site potentially suitable for streamlined permitting process? (Yes or No)	Maybe	Depends on the proposed improvements and the availability of partner agencies to facilitate a streamlined permitting process
Mobility Hub Site Priorization Score		
Priority Neighborhood Designation (4 Points Max)	4	Top Priority Neighborhood
Site is on Developed Property (1 Point Max)	1	Existing transit station on-site
Existing Pedestrian Walkways (3 Points Max)	3	Internal walkways, adjacent sidewalks and marked crosswalks
Existing Bikeways (3 Points Max)	2	Existing Class II bike lanes on E. Miner Ave, existing Class III bikeway on Weber Ave
Existing and/or Planned Transit Service (5 Points Max)	5	Regional rail service, local bus service
Existing or Planned EV Charging Station (1 Point Max)	0	Existing EV charging stations not provided or planned
Adjacent to SJCOG Designated Multimodal Corridor (1 Point Max)	0	Not adjacent to multimodal corridor
Off-Street Parking Available or Planned On-Site? (2 Points Max)	1	Limited off-street parking provided on-site
Nearby Existing and/or Planned Affordable Housing Development (3 Points Max)	3	Within 1/4 mile of Silvercrest Residence Senior Housing (123 N. Stanislaus Street), within 1/2 mile of Dewey Apartments (507 N. Pilgrim Street)
Within or Adjacent to Community Plan and/or Specific Plan Area (1 Point Max)	1	Within Downtown Stockton Multimodal Transportation Network and Land Use Plan area currently being developed by City of Stockton
Total Prioritization Score	**20**	

Mobility Hub Site Prioritization Evaluation Worksheet		
Site ID	TRA.02	
Site Location	Tracy Transit Station	
Address	50 E. 6th Street, Tracy, CA	
Property Owner	Tracy	
Criteria	**Results**	**Reviewer Comments**
Demonstration Project Site Selection Criteria		
Is site 100% within Public Right-of-Way? (Yes or No)	Yes	Site is owned by City of Tracy
Is site within 1/2 mile of existing or planned affordable housing site? (Yes or No)	Yes	Within 1/2 mile of Tracy Garden Village Apartments (662 East Street) and Tracy Village Apartments (435 E. 6th Street); site is also within 1/4 mile of the planned The Junction development (601 N. Central Avenue) and 1/2 mile of planned Tracy Senior Phase 1 project (301 West Street) identified in Regional Housing Fund Development Pipeline
Is transit service currently provided at or adjacent to site? (Yes or No)	Yes	Local Tracer routes A, B, C, and D; Tracer commuter routes E, F, G, and H; regional San Joaquin RTD routes 90, 97, 150
Is the site currently developed? (Yes or No)	Yes	Existing transit center and parking lot
Is there existing concrete infrastructure available to support future improvements? (Yes or No)	Yes	Existing transit center and parking lot
Is there readily available power connection on-site or adjacent to the site? (Yes or No)	Yes	Site appears to have existing power & water service on-site
Is the site potentially suitable for streamlined permitting process? (Yes or No)	Maybe	Depends on the proposed improvements and the availability of partner agencies to facilitate a streamlined permitting process
Mobility Hub Site Priorization Score		
Priority Neighborhood Designation (4 Points Max)	4	High Priority Neighborhood
Site is on Developed Property (1 Point Max)	1	Existing transit station and parking lot
Existing Pedestrian Walkways (3 Points Max)	3	Internal walkways, adjacent sidewalks and marked crosswalks
Existing Bikeways (3 Points Max)	2	Class II bike lanes provided on N. Central Ave, Class III bike route provided on E. 6th Street
Existing and/or Planned Transit Service (5 Points Max)	5	Local Tracer routes A, B, C, D, E, F, G, and H; regional San Joaquin RTD routes 90, 97, 150
Existing or Planned EV Charging Station (1 Point Max)	1	Existing charging station provided on-site
Adjacent to SJCOG Designated Multimodal Corridor (1 Point Max)	0	Not adjacent to multimodal corridor
Off-Street Parking Available On-Site? (2 Points Max)	2	Park-and-ride currently provided on-site
Nearby Existing and/or Planned Affordable Housing Development (3 Points Max)	3	Within 1/2 mile of Tracy Garden Village Apartments (662 East Street) and Tracy Village Apartments (435 E. 6th Street); site is also within 1/4 mile of the planned The Junction development (601 N. Central Avenue) and 1/2 mile of planned Tracy Senior Phase 1 project (301 West Street) identified in Regional Housing Fund Development Pipeline
Within or Adjacent to Community Plan and/or Specific Plan Area (1 Point Max)	1	Within Downtown Tracy Specific Plan boundary
Total Prioritization Score	**22**	

Attachment 2
Concept Site Plans

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PROPOSED INFRASTRUCTURE IMPROVEMENTS
PROPOSED SITE FURNITURE IMPROVEMENTS
OPTIONAL IMPROVEMENTS
FUTURE PEDESTRIAN MALL – SEE NOTE 15
PROPOSED PLACEMAKING FEATURE
OPTIONAL PLACEMAKING FEATURE

1. PROPOSED 100' RIDESHARE PICK–UP & DROP–OFF ZONE.
2. REPLACE EXISTING ELECTRONIC MESSAGING SIGNS WITH E–PAPER SIGNS.
3. OPTIONAL 13–INCH E–PAPER POLE COMM SIGN
4. PROPOSED TWO NEW PUBLIC E–CHARGING PARKING STALLS ON THE GROUND FLOOR OF THE PARKING GARAGE.
5. PROPOSED PARK AND RIDE KIOSK (SOOFA OR APPROVED EQUAL)
6. CONVERT TO SAWTOOTH BUS BAY DESIGN FOR TRANSIT STOPS
7. BIKE REPAIR / FIX–IT STATION
8. OPTIONAL SECURE MICRO–MOBILITY LOCATION, TO ACCOMMODATE FUTURE CITY PROJECTS INCLUDE MICRO–MOBILITY INFRASTRUCTURE. SECURE FEATURES INCLUDE: "BIKEEP" SMART RACKS THAT REQUIRE ELECTRICAL AND COMMUNICATION LEADS.
9. OPTIONAL SECURE MICRO–MOBILITY LOCATION, TO ACCOMMODATE FUTURE CITY PROJECTS INCLUDE MICRO–MOBILITY INFRASTRUCTURE. SECURE FEATURES INCLUDE: "BIKEEP" SMART RACKS THAT REQUIRE ELECTRICAL AND COMMUNICATION LEADS.
10. OPTIONAL UPGRADE TO EXISTING INFO BOARD IN FRONT OF THE BUILDING TO E–PAPER COMM SCREEN
11. SECURE BIKE PARKING LOCATION
(REPLACES CURRENT BIKE PARKING POSTS)
FEATURES INCLUDE: FOUR(4) "BIKELINK" BIKE LOCKERS POWER REQUIRED FOR E–BIKE CHARGING.
12. CONVERT EXISTING SIGN PANEL WITH E–PAPER SCREEN HAVING REAL TIME TRANSIT INFORMATION (NOTE: E–PAPER SCREENS MAY NOT FACE WEST DUE TO GLARE CHALLENGES)
13. OPTIONAL LOCATION FOR E–CHARGING PARKING STALLS (2) – REPLACE THREE EXISTING PARKING STALLS WITH TWO E–CHARGING STALLS WITH ACCESS AISLE
14. OPTIONAL INSTALLATION OF CURB EXTENSION TO IMPROVE THE PEDESTRIAN CROSSING. PENDING REVIEW OF BUS TURNING MOVEMENTS.
15. LOCATION OF POTENTIAL PEDESTRIAN MALL ON N. SACRAMENTO STREET TO BE IMPROVED BY OTHERS IN ASSOCIATION WITH THE "WOW" MUSEUM PROJECT.
16. OPTIONAL PARKLET IN ASSOCIATION WITH FUTURE STREET CLOSURE.
17. COMMUNITY ACTIVATION AREA.
18. PROPOSED EIGHT (8) OUTDOOR RATED GFCI RECEPTACLES FOR ACCENT STRING LIGHTING AT STRUCTURE AND TREE LOCATIONS.
19. OPTIONAL DECORATIVE SEAT WALL WITH UPDATED TRANSIT SIGN.
20. OPTIONAL PAINTED BUILDING FACADE UPDATES.
21. OPTIONAL DECORATIVE CROSSWALK TREATMENT.
22. OPTIONAL INTEGRATED PUBLIC ART WITH SEATING.
23. OPTIONAL DETECTABLE WARNING SURFACE.

LODI TRANSIT STATION, CONCEPTUAL IMPROVEMENTS EXHIBIT
24 South Sacramento Street, Lodi, CA 95240
SCALE 1"=25' | 23 JAN 2025



ROBERT J. CABRAL (ACE) STOCKTON STATION, CONCEPTUAL IMPROVEMENTS EXHIBIT

949 Channel Street, Stockton, CA 95202

SCALE 1"=25' | 23 JAN 2025



TRACY TRANSIT CENTER, CONCEPTUAL IMPROVEMENTS EXHIBIT

60 East 6th Street Tracy, CA 95376

SCALE 1"=25' | 23 JAN 2025

Attachment 3
Concept Level Renderings

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Downtown Lodi Multimodal Transit Station Renderings

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1920 - 2020
CLES of SUFFRA

Robert J. Cabral Station Renderings

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Tracy Transit Station Renderings

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Attachment 4
Concept Level Cost Plans

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QUOTE	Good for 90 days from Date
DATE	4/3/25
PROJECT	Lodi Mobility Hub Demonstation Project
CONTACT	John Isahack
NOTES	Preliminary estimates for furniture, digital integrations, civil work, ground markings, soft costs, and other direct costs.

Consultant	Description	Exhibit Reference	Unit Price	Qty	Sub-total	Tax	Labor	S&H	Total
Tranzito	Bus shelter ePaper screen	2	$2,000	2	$4,000	$330	$4,000		$8,330
Tranzito	Dual port EV charging station	4	$13,200	2	$26,400	$2,178	$7,500		$36,078
Tranzito	Park & Ride kiosk	5	$18,000	1	$18,000	$1,485	$4,000		$23,485
Tranzito	Fixit Plus repair stand & Air Kit 4	7	$2,750	1	$2,750	$227	$1,000	$300	$4,277
Tranzito	BikeLink charging bicycle lockers	11	$9,900	4	$39,600	$3,267	$2,600		$45,467
Tranzito	BikeLink access hub	11	$2,750	1	$2,750	$227	$2,000		$4,977
Tranzito	BikeLink service agreement (1 year)	11	$1,200	1	$1,200	$99			$1,299
Tranzito	Trackside ePaper screen	12	$8,000	1	$8,000	$660	$4,000		$12,660
Psomas	Outdoor rated GFCI Receptacle at structure/trees	18	$3,000	8	$24,000	$1,980			$25,980
Psomas	Electrical service cabinet upgrade (if necessary)	18	$20,000	1	$20,000	$1,650			$21,650
Psomas	Soft Costs (plans, permits, fees)	All					$7,500		$7,500
Psomas	Bollards	3, 4, 5, 7	$1,500	8	$12,000	$990			$12,990
Psomas	Aluminum Road Signs	1, 4, 6	$3,000	1	$3,000	$248			$3,248
Psomas	Pavement Markings and Striping	1, 4, 13					$6,000		$6,000
Psomas	Staging / Setup / Traffic Control	1					$20,000		$20,000
Psomas	EV Charging Station Accessible Route	4					$20,000		$20,000
Psomas	EVCS Electrical (trenching, feeder, pedestal, ext.)	4					$80,000		$80,000
Psomas	Sawtooth Bus Bay Conversion	6					$125,000		$125,000
Psomas	Bike Locker Electrical / Trenching	11					$15,000		$15,000
LDA	ODC - Structure								$12,000
LDA	ODC - Electrical								$8,000
LDA	ODC - Landscape Arch								$5,000
LDA	ODC - GEOTECH								$12,000
AIM	Website expenses								$900
AIM	Printing & notifications								$1,000
AIM	Pop up expenses								$1,200
F&P	Monitoring Data Collection Vendor								$6,000
F&P	Communications, Travel, and Reproduction								$6,000
Tranzito	Construction Management						$120,000		
Tranzito	Transport / Storage						$7,125		$7,125
	20% Contingency								$106,633
					$161,700	**$13,340**	**$425,725**	**$300**	**$639,798**

OPTIONAL ITEMS (NOT INCLUDED IN CURRENT COST ESTIMATE TOTAL)									
Tranzito	Carpool app integration		$100,000	1	$100,000	$8,250			$108,250
Tranzito	ePaper pole signs	3	$5,000	2	$10,000	$825	$4,000		$14,825
Tranzito	Dual port EV charging station	13	$13,200	2	$26,400	$2,178	$7,500		$36,078
Tranzito	Bikeep smart scooter charging dock (5)	8	$18,500	1	$18,500	$1,526	$4,000	$2,500	$26,526
Tranzito	Bikeep smart bike charging dock (5)	9	$18,500	1	$18,500	$1,526	$4,000	$2,500	$26,526
Tranzito	Terminal entrance ePaper sign	10	$8,000	1	$8,000	$660	$4,000		$12,660
Psomas	Decorative Seat Wall with Updated Transit Sign	19	$30,000	1	$30,000	$2,475			$32,475
Psomas	Painted Building Façade Updates (per SF)	20	$8	11500	$92,000	$7,590			$99,590
Psomas	Decorative crosswalk treatment (per SF)	21	$20	2760	$55,200	$4,554			$59,754
Psomas	Intergrated public art with seating	22	$25,000	1	$25,000	$2,063			$27,063
Psomas	Update Curb Ramp Detectable Warning Surface	23	$7,800	2	$15,600	$1,287	$8,000		$24,887
Psomas	Soft Costs (plans, permits, fees)	All					$7,500		$7,500
Psomas	Pavement Markings and Striping	14					$2,000		$2,000
Psomas	Staging / Setup / Traffic Control	All					$20,000		$20,000
Psomas	Bikeep Electrical / Trenching	8					$15,000		$15,000
Psomas	Bikeep Electrical / Trenching	9					$15,000		$15,000
Psomas	EV Charging Station Accessible Route	13					$50,000		$50,000
Psomas	Intersection Bulbouts	14					$100,000		$100,000
Psomas	Parklet	16					$100,000		$100,000
									$778,134

Operations Detailed	Unit Cost	Months	TOTAL
Project Management	$10,000	18	$180,000
Technology Integrations	$8,000	18	$144,000
Administration	$3,500	18	$63,000
Auditor (monthly rotation)	$1,000	18	$18,000
Capital replenishment / repairs	$1,389	18	$25,000
Janitorial	$1,200	18	$21,600
Utilities	$1,000	18	$18,000
Total Funding Required			**$469,600**

TRANZITO
SMART MOBILITY

QUOTE	Good for 90 days from Date
DATE	4/3/25
PROJECT	Stockton Mobility Hub Demonstation Project
CONTACT	John Isahack
NOTES	Preliminary estimates for furniture, digital integrations, civil work, ground markings, soft costs, and other direct costs.

Consultant	Description	Exhibit Reference	Unit Price	Qty	Sub-total	Tax	Labor	S&H	Total
Tranzito	Bus shelter ePaper screen	4	$5,000	1	$5,000	$450	$2,000		$7,450
Tranzito	Bus shelter (standard size)	5	$22,000	1	$22,000	$1,980	$4,000		$27,980
Tranzito	BikeLink charging bicycle lockers	8	$9,900	4	$39,600	$3,564	$2,600		$45,764
Tranzito	BikeLink access hub	8	$2,750	1	$2,750	$248	$2,000		$4,998
Tranzito	BikeLink service agreement (1 year)	8	$1,200	1	$1,200	$108			$1,308
Tranzito	Fixit Plus repair stand & Air Kit 4	8	$2,750	1	$2,750	$248		$300	$3,298
Tranzito	Dual port EV charging station	9	$13,200	2	$26,400	$2,376	$7,500		$36,276
Psomas	Picnic Table/Seating with Umbrella	15	$8,500	3	$25,500	$2,295			$27,795
Psomas	Soft Costs (plans, permits, fees)	All					$7,500		$7,500
Psomas	Bollards	4, 9	$1,500	4	$6,000	$540			$6,540
Psomas	Aluminum Road Signs	6, 9	$3,000	1	$3,000	$270			$3,270
Psomas	Pavement Markings and Striping	9					$1,000		$1,000
Psomas	Staging / Setup / Traffic Control	All					$20,000		$20,000
Psomas	New Passenger Waiting Shelter	5					$75,000		$75,000
Psomas	Bike Locker Electrical / Trenching	8					$15,000		$15,000
Psomas	EV Charging Station Accessible Route	9					$15,000		$15,000
Psomas	EVCS Electrical (trenching, feeder, pedestal, ext.)	9					$80,000		$80,000
LDA	ODC - Structure								$12,000
LDA	ODC - Electrical								$8,000
LDA	ODC - Landscape Arch								$5,000
LDA	ODC - GEOTECH								$12,000
AIM	Website expenses								$900
AIM	Printing & notifications								$1,000
AIM	Pop up expenses								$1,200
F&P	Monitoring Data Collection Vendor								$6,000
F&P	Communications, Travel, and Reproduction								$6,000
Tranzito	Construction Management						$120,000		$120,000
Tranzito	Transport / Storage						$7,125		$7,125
	20% Contingency								$111,481
					$107,200	**$9,648**	**$352,725**	**$300**	**$668,884**

	OPTIONAL ITEMS (NOT INCLUDED IN CURRENT COST ESTIMATE TOTAL)								
Tranzito	Park & Ride shelter	3	$15,000	1	$15,000	$1,238	$4,000		$20,238
Tranzito	Park & Ride kiosk	2	$18,000	1	$18,000	$1,620	$4,000		$23,620
Tranzito	Park & Ride signage (non-digital)	6	$2,000	1	$2,000	$180	$2,000		$4,180
Tranzito	ePaper pole signs (includes pole)	14	$5,000	1	$5,000	$450	$2,000		$7,450
Tranzito	Bikeep smart bike charging dock (5)	1	$18,500	1	$18,500	$1,526	$4,000	$2,500	$26,526
Tranzito	Bikeep smart scooter charging dock (5)	1	$18,500	1	$18,500	$1,526	$4,000	$2,500	$26,526
Psomas	Removeable Bollards	13	$2,500	10	$25,000	$2,063			$27,063
Psomas	Outdoor rated GFCI Receptacle at light poles	16	$3,000	4	$12,000	$990			$12,990
Psomas	Electrical service cabinet upgrade (if necessary)	16	$20,000	1	$20,000	$1,650			$21,650
Psomas	Intergrated public art with seating	17	$25,000	2	$50,000	$4,125			$54,125
Tranzito	Autonomous EV Circulator	12	TBD	1	TBD				TBD
Tranzito	Carpool app integration		$100,000	1	$100,000	$9,000			$109,000
Psomas	Soft Costs (plans, permits, fees)	All					$7,500		$7,500
Psomas	Pavement Markings and Striping	6, 7	$3,000	1	$3,000	$270			$3,270
Psomas	Staging / Setup / Traffic Control	All					$20,000		$20,000
Psomas	Bikeep Electrical / Trenching	1					$15,000		$15,000
Psomas	Passenger Waiting Area Shelter	3					$75,000		$75,000
Psomas	Rapid Flashing Beacon Pedestrian Crossing	10					$125,000		$125,000
									$579,138

Operations Detailed	Unit Cost	Months	TOTAL
Project Management	$10,000	18	$180,000
Technology Integrations	$8,000	18	$144,000
Administration	$3,500	18	$63,000
Auditor (monthly rotation)	$1,000	18	$18,000
Capital replenishment / repairs	$1,389	18	$25,000
Janitorial	$1,200	18	$21,600
Utilities	$1,000	18	$18,000
Total Funding Required			**$469,600**

TRANZITO
SMART MOBILITY

QUOTE	Good for 90 days from Date
DATE	4/3/25
PROJECT	Tracy Mobility Hub Demonstation Project
CONTACT	John Isahack
NOTES	Preliminary estimates for furniture, digital integrations, civil work, ground markings, soft costs, and other direct costs.

Consultant	Description	Exhibit Reference	Unit Price	Qty	Sub-total	Tax	Labor	S&H	Total
Tranzito	Bikeep smart bike charging dock (5)	1	$18,500	1	$18,500	$1,526	$4,000	$2,500	$26,526
Tranzito	Fixit Plus repair stand & Air Kit 4	2	$2,750	1	$2,750	$227	$1,000	$300	$4,277
Tranzito	Convert existing bike lockers to charging	2	$14,000	1	$14,000	$1,155			$15,155
Tranzito	Park & Ride shelter (expanded size)	9	$35,000	1	$35,000	$2,888	$4,000		$41,888
Tranzito	Park & Ride kiosk	10	$18,000	1	$18,000	$1,485	$4,000		$23,485
Psomas	Picnic Table/Seating with Umbrella	12	$8,500	3	$25,500	$2,104			$27,604
Psomas	Repaint Crosswalk Striping (per SF)	15	$15	355	$5,325	$439			$5,764
Psomas	Outdoor rated GFCI Receptacle at light poles	13	$3,000	4	$12,000	$990			$12,990
Psomas	Electrical service cabinet upgrade (if necessary)	13	$20,000	1	$20,000	$1,650			$21,650
Psomas	Soft Costs (plans, permits, fees)	All					$7,500		$7,500
Tranzito	Park & Ride signage (non-digital)	7	$3,000	1	$3,000	$248	$500		$3,748
Psomas	Pavement Markings and Striping	8					$2,000		$2,000
Psomas	Aluminum Road Signs	3, 8	$3,000	1	$3,000	$248			$3,248
Psomas	Bollards	10	$1,500	2	$3,000	$248			$3,248
Psomas	Staging / Setup / Traffic Control	All					$20,000		$20,000
Psomas	Bike Locker Electrical / Trenching	2					$15,000		$15,000
Psomas	Bikeep Dock Electrical / Trenching	1					$15,000		$15,000
Psomas	Park and Ride Seating Area Conversion	9					$125,000		$125,000
LDA	ODC - Structure								$12,000
LDA	ODC - Electrical								$8,000
LDA	ODC - Landscape Arch								$5,000
LDA	ODC - GEOTECH								$12,000
AIM	Website expenses								$900
AIM	Printing & notifications								$1,000
AIM	Pop up expenses								$1,200
F&P	Monitoring Data Collection Vendor								$6,000
F&P	Communications, Travel, and Reproduction								$6,000
Tranzito	Construction Management						$120,000		$120,000
Tranzito	Transport / Storage						$7,125		$7,125
	20% Contingency								$110,661
					$141,575	**$11,680**	**$321,125**	**$300**	**$663,967**

	OPTIONAL ITEMS (NOT INCLUDED IN CURRENT COST ESTIMATE TOTAL)								
Tranzito	Bikeep smart scooter charging dock (5)	1	$18,500	1	$18,500	$1,526	$4,000	$2,500	$26,526
Tranzito	EV charging station	3	$13,200	2	$26,400	$2,178	$7,500		$36,078
Tranzito	Bus shelter ePaper sign	5	$5,000	1	$5,000	$413	$2,000		$7,413
Psomas	Integrated public art medallion on building	14	$1,000	6	$6,000	$495			$6,495
Psomas	Integrated public art mosaic pavement inlay	14	$30,000	2	$60,000	$4,950			$64,950
Psomas	Pedestrian Lighting for Roundabout Crossings	15	$24,000	6	$144,000	$11,880			$155,880
Tranzito	Carpool app integration		$100,000	1	$100,000	$8,250			$108,250
Psomas	Soft Costs (plans, permits, fees)	All					$7,500		$7,500
Psomas	Bollards	3	$1,500	2	$3,000	$248			$3,248
Psomas	Pavement Markings and Striping	3, 4					$2,000		$2,000
Psomas	Staging / Setup / Traffic Control	All					$20,000		$20,000
Psomas	Scooter Dock Electrical / Trenching	1					$15,000		$15,000
Psomas	EVCS Electrical (trenching, feeder, pedestal, ext.)	3					$80,000		$80,000
Psomas	New Pedestrian Crosswalk and Curb Ramps	4, 6					$50,000		$50,000
									$583,339

Operations Detailed	Unit Cost	Months	TOTAL
Project Management	$10,000	18	$180,000
Technology Integrations	$8,000	18	$144,000
Administration	$3,500	18	$63,000
Auditor (monthly rotation)	$1,000	18	$18,000
Capital replenishment / repairs	$1,389	18	$25,000
Janitorial	$1,200	18	$21,600
Utilities	$1,000	18	$18,000
Total Funding Required			**$469,600**

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) APPROVING COOPERATIVE AGREEMENT C-25-096 WITH THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR THE CITY OF TRACY TRANSIT STATION MOBILITY HUB DEMONSTRATION PROJECT; (2) AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the San Joaquin Council of Governments (SJCOG) is a federally designated metropolitan planning organization responsible for regional transportation planning and programming in San Joaquin County, including the administration of state and federal transportation funds; and

WHEREAS, the City of Tracy is a municipal corporation organized under the laws of the State, with jurisdiction over public rights-of-way and land use regulation within its city limits, including the area surrounding the Tracy Transit Station; and

WHEREAS, SJCOG received funding from the California Department of Housing and Community Development under the Regional Early Action Planning Grant 2.0 Program (REAP 2.0) providing resources for design, construction, and implementation of mobility hub infrastructure; and

WHEREAS, the purpose of the project is to enhance first/last mile connectivity, promote multimodal transportation, and support equitable access to the regional transit network through the development of infrastructure such as bike/scooter parking, wayfinding, shared mobility zones, and public realm improvements; and

WHEREAS, the City desires to enter into this Cooperative Agreement, attached hereto as Attachment A, to set forth their respective role, responsibilities, and commitments in support of the successful delivery of the project; and

WHEREAS, the City of Tracy wishes to delegate authorization to execute these documents and any amendments thereto to the City Manager or his designee; and

WHEREAS, the City of Tracy wishes to implement the following LCTOP project(s) listed above;

NOW THEREFORE, be it

RESOLVED: That the City Council of the City of Tracy hereby determines item is exempt from review under the California Environmental Quality Act 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 §§15378(b)(5)); and be it further

RESOLVED: That the City Council of the City of Tracy approves Cooperative Agreement C-25-096 with the San Joaquin Council of Governments for the City of Tracy Transit Station Mobility Hub Demonstration Project, attached hereto as Attachment A; and be it further

RESOLVED: That the City Council authorizes the City Manager or designee to execute the agreement.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 17th 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:

Attachment A – Cooperative Agreement C-25-XX with SJCOG

June 17, 2025

AGENDA ITEM 1.K

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving the Professional Services Agreement with The Young Connects to coordinate and host the annual Tracy Connects Event for a not-to-exceed amount of $1,400.

EXECUTIVE SUMMARY

The Tracy Connects event is a free community event connecting businesses, non-profits, service organizations, and City programs through an annual, sales-free event that promotes awareness, collaboration, and engagement, offering information applications, free food, and entertainment. The Tracy Connects event is being co-sponsored by The Young Connects, a non-profit organization whose mission is to connect individuals and communities to essential resources and educational opportunities through partnerships with non-profits, service organizations, and other key stakeholders.

BACKGROUND AND LEGISLATIVE HISTORY

Tracy Connects has been held annually in Tracy since 2021. For its first four years, the event was hosted and sponsored by the Tracy Chamber of Commerce. Each year centered around a community-focused theme and included financial awards to local non-profit organizations addressing timely and pressing needs, from homelessness and learning loss to mental health and emotional wellness. Over those four years, Tracy Connects engaged over 2,500 residents, partnered with more than 100 non-profits and service providers, awarded over $47,000 in funding to non-profits, and created an annual tradition in September to unite and uplift the Tracy Community.

Following the fourth year, it was mutually agreed that the event would transition from the Tracy Chamber of Commerce to a newly established non-profit, The Young Connects, which had already been actively collaborating as a community partner. The organization is dedicated to linking individuals and communities with essential services through collaboration with non-profits, service groups, and other key partners. Their involvement brings additional outreach capabilities and strengthens the event's impact. They are set to host the 5th Annual Tracy Connects event, further building on the measurable success of past years.

Importantly, this item is being brought back at the request of the City Council, with both a first and a second from Councilmembers during the March 18, 2025, City Council meeting. Staff supports moving this forward for approval, reinforcing the City's continued commitment to community engagement, non-profit collaboration, and support for programs that directly benefit Tracy residents.

ANALYSIS

The Tracy Connects committee and City staff propose to co-sponsor the 5th Annual Tracy Connects event on Saturday, September 6th, 2025, at Lincoln Park from 10:00 am to 4:00 pm through a Professional Services Agreement (PSA). This PSA formalizes facility use, fee waivers, and in-kind services and support provided to the Young Connects by multiple City departments and responsibilities of the Young Connects in submitting applications, acquiring

permits, maintaining insurance and coordinating the event. The PSA is formatted to provide transparency about the partnership and detail the exchange of services between the Young Connects and the City.

The free community event will include the following: educational booths, free food, entertainment, and hands-on activities for the entire family. The roles and responsibilities of the Tracy Connects committee will be to continue taking the lead on the planning, coordination, marketing, and implementation of this event. The City will help market this event using its outreach resources and will host the event at Lincoln Park waiving the park rental fees for a not-to-exceed amount of $1,400 in accordance with the fees listed in the City's Master Fee Schedule. In addition, the City will have the appropriate departments participate in this event to showcase the various City services and resources for the Tracy community. This event shall follow all applicable council policies.

Due to the success of the inaugural event over the past four years, staff recommends continuing the co-sponsorship of Tracy Connects based on:

- The event's demonstrated history of positive impact and engagement,
- Its alignment with the City's goals of community enrichment and resource accessibility,
- The strategic transition to a non-profit partner with a mission fully aligned with the event's purpose,
- And the continued tradition of honoring community needs through targeted annual themes and direct financial support to local organizations.

The upcoming 5th Annual Tracy Connects represents not only the continuation of a valued tradition but also a transition that reflects the community's growing and changing needs.

FISCAL IMPACT

Costs related to the Council approving the co-sponsored event will be absorbed by approved department budgets.

STRATEGIC PLAN

This agenda item supports the Council's Quality of Life Strategic Priority to provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community, and specifically implements the following goal:

Goal 3: Provide City programming and events that bolster quality of life

CEQA REVIEW

No review is necessary under the California Environmental Quality Act and CEQA Guidelines Section 15301, as these events entail the use of existing public facilities without any potential for significant environmental impacts.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving the Professional Services Agreement with The Young Connects to coordinate and host the annual Tracy Connects Event with a not-to-exceed amount of $1,400.

Prepared by: Justin Geibig, Recreation Services Supervisor

Reviewed by: Jolene Jauregui, Recreation Services Manager
Brian MacDonald, Director of Parks, Recreation and Community Services
Sara Castro, Finance Director
Arturo Sanchez, Assistant City Manager
Andrew Shen, Interim City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments

Attachment A – City of Tracy Professional Services Agreement with The Young Connects

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
THE YOUNG CONNECTS

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and The Tracy ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. The City desires to partner with The Young Connects to co-sponsor the Tracy Connects event, a free community event connecting businesses, non-profits, service organizations, and City programs, further described herein and In Exhibit A.

B. The City has determined that Consultant possesses the skills, experience, and certifications required to provide these services.

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

D. Pursuant to Tracy Municipal Code Section 2.20.120, procurement procedures were not required for this Agreement.

E. This Agreement is being executed pursuant to Tracy Municipal Code section 2.20.100.

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: Nancy D. Young, President. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or use or replace any subcontractor or subconsultant, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or 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 the 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 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

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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 July 1, 2025 and expire and terminate automatically on December 31, 2025 or earlier by termination pursuant to Section 6 of this Agreement ("Term").

3. Compensation. The value of the Consultant's services described in Exhibit A are equal or greater value to the public purposes specified in the Agreement.

3.1 Not to Exceed Amount. Consultant's total in-kind services under this Agreement shall not exceed $1,400. 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.

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

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted

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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 services under this Agreement at the minimum levels set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

6. Termination. The City may terminate this Agreement in its sole and absolute discretion, 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 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. 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 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

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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.

To City:

City of Tracy
Attn: Brian MacDonald
Parks, Recreation and Community Services Director
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

The Young Connects
Attn: Nancy D. Young
President
2311 N. Tracy Blvd., Ste. A WV 4
Tracy, CA 95376

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

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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 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

By: _____
Dan Arriola
Title: Mayor
Date: _____

Attest:

_____
April Quintanilla, City Clerk

Approved as to form:

_____
Andrew Shen, Interim City Attorney

The Young Connects, a non-profit public benefit California Corporation

By: DocuSigned by: Nancy Young 819521B585CB4AC...
Nancy D. Young
Title: Chief Executive Officer
Date: 5/22/2025 | 5:26 PM PDT

Federal Employer Tax ID No. 33-3366490

By: Signed by: LaVerne Jackson 167454A3A9B1451...
LaVerne Jackson
Title: Treasurer
Date: 5/27/2025 | 12:58 PM PDT

Exhibits:

A	Scope of Work
B	Compensation
C	Facility Use Permit

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EXHIBIT A – Scope of Work

The Young Connects Obligations: agrees to diligently and faithfully furnish the following services to the City:

1. Plan, coordinate, organize, promote, and host the Tracy Connects Event in a City park or comparable location determined by the City, if available.
    a. Submit a facility use application and event layout map with all required supplemental materials for the event, and pay refundable damage deposit, a minimum of 90 days, and no more than 12 months, in advance of each event date. Communicate any and all changes for the event applications and layout map in writing no later than five (5) business days prior to the event date.
    b. Submit permit applications for all required safety inspections from the City and South San Joaquin County Fire Authority, with fee payment if required, a minimum of 30 business days in advance of event dates.
    c. Provide the necessary staff, volunteers, equipment, and promotions to successfully conduct the event and have a Young Connects representative on site during all permitted reservation times.
    d. Provide supplemental portable toilets, trash receptacles, and dumpster(s) onsite, if applicable for the Tracy Connects Event, at The Young Connects expense.
    e. Clean and restock portable toilets, and empty trash receptables, during the event.
    f. Adequately clean any public right-of-way to acceptable condition after permitted use and facilitate and pay for any repairs to damages caused by such use, other than normal wear and tear, in excess of the damage deposit.
    g. Allow the City at least two (2) booths space at the event for the purpose of promoting City activities and services.
    h. The Young Connects must submit their measurable outcomes after the event, no later than 30 days after the event date. The Young Connects should include but not limited to number of attendances, marketing efforts, total cost for staffing, volunteers, and equipment, etc.

City of Tracy's Obligations: The City agrees to provide the following:

1. Allow use of all City and applicable department logos on materials printed for the events hosted by The Young Connects, provided that City staff are able to view and approve the flyer prior to distribution to ensure proper use and placement of the City's logo.
2. Post information regarding the Tracy Connects Event hosted by The Young Connects on the City's webpage and social media outlets.
3. Staff at least two (2) booths during the Tracy Connects Event for the duration of the event.

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EXHIBIT B - Compensation

Compensation listed in Exhibit “C” are expenses for The Young Connects to host the Tracy Connects Event. The City will provide The Young Connects with compensation not to exceed $1,400 for expenses related to the coordination and organization of the events specified in the agreement.

Permit

EXHIBIT C

Tracy Civic Center (CVC)
333 Civic Center Plaza
Tracy, CA 95376

PHONE:(209) 831-6200
FAX:(209) 831-6218
EMAIL:parks@cityoftracy.org

Permit # R7279
Status Tentative
Date Mar 26, 2025 5:49 PM
Expiration Date Dec 31, 2025

Organization Name	The Young Connections - 694
Customer Type	Non-Profit
Organization Address	2311 N Tracy BLVD Suite A-WV4 Tracy, CA 95376
Agent Name	Nancy Young
Home Phone Number	(510) 459-5505
Email Address	Nancyyoung4tracy@yahoo.com
System User	Aliah Peralta
Payer	The Young Connections

Rental Fee	$660.00
Discounts	$0.00
Subtotal	$660.00
Deposits	$559.00
Deposit Discounts	$0.00
Total Permit Fee	$1,219.00
Total Payment	$174.00
Refunds	$0.00
Balance	$1,045.00

2025-The Young Connects-5th Annual Tracy Connects

2 resource(s) **2** booking(s) **Subtotal: $1,219.00**

Booking Summary

Lincoln Park - Entire Park (Special Event)		**Center: Lincoln Park**	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Sep 6, 2025 6:00 AM	Sat, Sep 6, 2025 5:00 PM	100	$132.00
Resource level fees			$115.00

Mobile Stage (Special Event)		**Center: Mobile Stage**	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Sep 6, 2025 6:00 AM	Sat, Sep 6, 2025 5:00 PM	100	$0.00
Resource level fees			$972.00

Custom Questions

QUESTION	ANSWER
Will you be serving alcohol at your event?	No

Deposit

EVENT	RESOURCE	DEPOSIT FEE	CHARGE	TAX	AMOUNT PAID	REFUNDS	BALANCE
2025-The Young Connects-5th Annual Tracy Connects	Mobile Stage	Security Deposit	$559.00	$0.00	$174.00	$0.00	$385.00

Payment and Refund

RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1009291.005	Mar 26, 2025	51-100 PPL	2025-The Young Connects-5th Annual Tracy Connects	Lincoln Park - Entire Park	$133.00
1009291.005	Mar 26, 2025	Inflatable Structure Administrative Fee	2025-The Young Connects-5th Annual Tracy Connects	Lincoln Park - Entire Park	$41.00
3006510.002	May 5, 2025	Security Deposit	2025-The Young Connects-5th Annual Tracy Connects	Mobile Stage	$174.00
3006510.002	May 5, 2025	51-100 PPL	2025-The Young Connects-5th Annual Tracy Connects	Lincoln Park - Entire Park	-$133.00
3006510.002	May 5, 2025	Inflatable Structure Administrative Fee	2025-The Young Connects-5th Annual Tracy Connects	Lincoln Park - Entire Park	-$41.00

Payment Schedules

Original Balance: $1,219.00 Current Balance: $1,045.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
May 5, 2025	$972.00	$174.00	$0.00	$798.00
Sep 6, 2025	$247.00	$0.00	$0.00	$247.00

WEATHER/FIELD STATUS HOTLINE: (209) 831-6350 updated by 3pm weekdays and on weekend mornings

REGULAR BUSINESS HOURS CONTACT: Community Facilities Division office, (209) 831-6201 or facilityreservations@cityoftracy.org

FACILITY ATTENDANT CONTACTS (EVENING & WEEKEND ONLY):
Patrol (parks, picnics, buildings, sports fields) - (209) 640-2733 / Tracy Sports Complex - (209) 814-0706 / Legacy Fields - (209) 362-0076

***TELL US ABOUT YOUR EXPERIENCE: www.surveymonkey.com/r/T2WHFKV

X:

Date:

Tracy Civic Center (CVC)
Mailing Address: 333 Civic Center Plaza, Tracy, CA 95376
Phone Number: (209) 831-6200
Fax Number: (209) 831-6218
Email Address: parks@cityoftracy.org

X:

Date:

The Young Connections
Customer Type: Non-Profit
Customer ID: 3920
Mailing Address: 2311 N Tracy BLVD, Suite A-WV4, Tracy, CA 95376
Authorized Agent Name: Nancy Young
Home Phone Number: (510) 459-5505
Email Address: Nancyyoung4tracy@yahoo.com

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH THE YOUNG CONNECTS TO COORDINATE AND HOST THE ANNUAL TRACY CONNECTS EVENT WITH A NOT-TO-EXCEED AMOUNT OF $1,400.

WHEREAS, Tracy Connects is a community event connecting businesses, non-profits, service organizations, and City programs through an annual event that promotes awareness, collaboration, and engagement, and

WHEREAS, the event includes educational booths, free food, entertainment, hands-on activities for the entire family, and

WHEREAS, the first four years of the event were hosted and sponsored by the Tracy Chamber of Commerce; and

WHEREAS, following the fifth year, the event transitioned to The Young Connects, a non-profit organization dedicated to linking individuals and communities with essential services through collaboration with non-profits, service groups, and other key partners, thereby strengthening the event's outreach and impact; and

WHEREAS, the City Council, during its meeting on March 18, 2025, requested that this item be brought back for approval to continue City co-sponsorship of the event; and

WHEREAS, City departments will participate in this event to showcase the various City services and resources for the Tracy community, to assist in marketing the event using outreach resources, and will host the event at Lincoln Park;

WHEREAS, in accordance with CEQA Guidelines Section 15061(b)(3), an activity is not subject to CEQA "…where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment…"; and

WHEREAS, the City seeks to enter into a Professional Services Agreement with The Young Connects relating to the services; and

NOW, THEREFORE, BE IT

RESOLVED: That the City Council approves the Professional Services Agreement with The Young Connects for the services outlined in the Professional Services Agreement.

RESOLVED: After review and approval by the City Attorney, the Professional Services Agreement may be executed by the Mayor.

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

The foregoing Resolution 2025- _____ was adopted by the Tracy City Council on the 17th 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 QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 17, 2025

Agenda Item 1.L

RECOMMENDATION

Staff 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 action herein;
(2) Authorizing the execution of a Professional Services Agreement with NeoGov. for cloud-based software services and technology for an initial term of three years, with a retroactive effective date of July 1, 2024, and for a total not-to-exceed amount of $150,000; and
(3) Authorizing an administrative option to extend the term of up to two years with the approval by the City Manager contingent upon satisfactory performance and budget availability.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a Resolution by the City Council making a determination that compliance with the bidding requirements for the NEOgov perform subscription part of a comprehensive cloud-based software suite designed for public sector agencies to manage the full lifecycle of the employee. Staff is also seeking authorization for the execution of a Professional Services Agreement (PSA) with NEOgov for an initial term of three years, retroactively effective July 1, 2024 through June 30, 2027 and for a total not-to exceed amount of $150,000. Simultaneously staff is requesting an administrative extension for up to two additional years, contingent upon budget availability and satisfactory performance, if needed.

BACKGROUND AND LEGISLATIVE HISTORY

In 2010, the City of Tracy implemented NEOGOV, a cloud-based applicant tracking and human resources management system. Prior to this implementation, the City relied upon a paper-based process for managing job applications and recruitment efforts. NEOgov was selected based on its reputation and alignment with the needs of the public sector agencies.
Since its adoption, NEOGOV has played a critical role in improving recruitment efficiency, simplifying application workflows, and enhancing transparency. NEOGOV was selected due to its strong reputation and widespread adoption among public sector agencies. As a system specifically designed for the needs of municipal governments and other public agencies, NEOGOV offered a robust, reliable, and user-friendly solution to support human resources operations. Historically, invoices were paid in a manner that acknowledged and accepted the terms and conditions of NEOGOV's software usage without formal agreement review.

In 2024, as part of the procurement of an additional software module (PERFORM), the City conducted a legal review of NEOGOV's terms and moved forward with executing a formal Professional Services Agreement (PSA) to govern all services provided by NEOGOV. The new PSA consolidates all past and current services into a single agreement and ensures the City's

continued compliance with procurement and contract standards.

Pursuant to Tracy Municipal Code Section 2.20.140(b)(3), the City Manager may waive formal requests for proposals when it is deemed the best interest of the City. This determination was made based on the information provided by the staff that NEOgov's services are uniquely compatible with the city's infrastructure and transitioning to a new system would result in increased costs, staff training and potential disrupting of services.

The term of this agreement shall contain a retroactive extension from July 1, 2024 through June 30, 2027 to cover the past and desired future services.. In anticipation of the need for ongoing services beyond the initial term, staff recommends providing the City Manager with authority to administratively extend the agreement for up to two additional years, contingent on satisfactory vendor performance and available funding.

ANALYSIS

Additional services, including the NEOgov PERFORM module, were added through a two-year agreement authorized by the City Manager, which expired on June 30, 2024. This new agreement consolidates all services provided by NEOGOV under a single contract. NEOGOV has been contracted for these services since 2010 and is uniquely positioned to ensure continuity and consistency in service delivery, eliminating the transition challenges that may arise from changing vendors.

The continued use of NEOGOV's software will bolster the City's long-term recruitment strategies, support efficient workforce planning, and ensure continuity in talent acquisition efforts.

As the previously active Professional Services Agreement (PSA) expired on June 30, 2024, staff recommends that the City Council make a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the action herein; retroactively execute a new agreement with NEOGOV, back to July 1, 2024, to ensure a seamless continuation of services and avoid any disruption to critical recruitment and workforce planning operations. The proposed PSA will be for three (3) fiscal years, with an option to extend for up to two (2) additional years based on satisfactory performance, if needed. The total not-to-exceed amount for the agreement is $150,000.

FISCAL IMPACT

Funding for the agreement with NEOGOV is included in the adopted Human Resources operational budget.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically implements the following goal:

Goal 5. Recruit, develop, and retain a high-performing and inclusive workforce

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution:

(1) 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 action herein;
(2) Authorizing the execution of a Professional Services Agreement with NeoGov. for cloud-based software services and technology for an initial term of three years, with a retroactive effective date of July 1st, 2024 and for a total not-to-exceed amount of $150,000; and
(3) Authorizing an administrative extension of up to two years with the approval by the City Manager contingent upon satisfactory performance and budget availability.

Prepared by: Kimberly Murdaugh, Director of Human Resources

Reviewed by: Sara Castro, Director of Finance
Kamalpreet Gill, Deputy City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Karin Schnaider, Assistant City Manager

Attachments:

A – NEOGOV Services Agreement

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SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions may be renewed no less than sixty (60) days prior to the expiration of the then-current term by mutual written agreement between the parties for successive twelve (12) months terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term"). The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

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Not to Exceed Amount. NEOGOV's total compensation under this Agreement shall not exceed $150,000.00 [One-hundred fifty-thousand and 00/100 Dollars]. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds. This Agreement shall terminate in the event that such funds are not appropriated in accordance with Exhibit A Section 2 of this Agreement.

3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

      i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

      ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of

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Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services.

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NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing.

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NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer

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has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE

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UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

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c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR

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REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.

23. General.

    a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

    b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

    c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

    d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more

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counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	**GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)**
Entity Name:	
Signature:	Signature: DocuSigned by: Amy Prins 2865AD...
Print Name:	Print Name: Amy Prins
Date:	Date: 6/11/2025 | 6:32:41 AM PDT

NEOGOV LEGAL KS 8:51 am, Jun 11 2025

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Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

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Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants

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set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

Staff 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 action herein;

(2) Authorizing the execution of a Professional Services Agreement with NeoGov for cloud-based software services and technology for an initial term of three years, with a retroactive effective date of July 1, 2024, and for a total not-to-exceed amount of $150,000; and

(3) Authorizing an administrative extension of up to two years with the approval by the City Manager contingent upon satisfactory performance and budget availability.

WHEREAS, the City of Tracy benefits from cloud-based software services and technology to support its human resources functions; and

WHEREAS, NeoGov is a widely recognized and qualified provider of cloud-based HR software solutions that meet the City's specific operational needs; and

WHEREAS, City staff has determined that compliance with the City's standard procurement process, including formal bidding requirements, is not in the best interest of the City due to the specialized nature of the services, the proprietary nature of the technology, and the urgency of implementing a solution to meet organizational needs; and

WHEREAS, the City further desires to authorize the City Manager to approve, at their discretion, an administrative extension of the agreement for up to an additional two (2) years, contingent upon satisfactory performance and the availability of budgeted funds; and now, therefore, be it

RESOLVED: That The City Council hereby determines that compliance with the standard procurement and bidding requirements is not in the best interest of the City, and such requirements are hereby waived for the purposes of entering into the agreement described herein.; and be it

FURTHER RESOLVED: That the City Council hereby authorizes the City Manager, to execute a Professional Services Agreement with NeoGov for cloud-based software services and

technology for a three-year term, retroactive to July 1, 2024, in an amount not to exceed One Hundred Fifty Thousand Dollars ($150,000); and be it

FURTHER RESOLVED: That the City Council further authorizes the City Manager to approve and execute an administrative extension of the agreement for up to two (2) additional years, contingent upon satisfactory performance by the vendor and availability of funding.

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

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

EXHIBIT 1: Professional Services Agreement with NeoGov

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NEOGOV™

PowerDMS
Digital Management Software
A NEOGOV Company

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions may be renewed no less than sixty (60) days prior to the expiration of the then-current term by mutual written agreement between the parties for successive twelve (12) months terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term"). The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

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Not to Exceed Amount. NEOGOV's total compensation under this Agreement shall not exceed $150,000.00 [One-hundred fifty-thousand and 00/100 Dollars]. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds. This Agreement shall terminate in the event that such funds are not appropriated in accordance with Exhibit A Section 2 of this Agreement.

3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

      i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

      ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of

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Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services.

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NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing.

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NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer

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has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE

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UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

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c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR

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REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.

23. General.

    a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

    b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

    c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

    d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more

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counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	**GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)**
Entity Name:	
Signature:	Signature: DocuSigned by: Amy Prins 2865AD...
Print Name:	Print Name: Amy Prins
Date:	Date: 6/11/2025 | 6:32:41 AM PDT

NEOGOV LEGAL KS 8:51 am, Jun 11 2025

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Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

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NEOGOV™

PowerDMS Digital Management Software A NEOGOV Company

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants

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set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

June 17, 2025

Agenda Item 1.M

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution: 1) approving the Compensation & Benefit Plan for the Confidential Employees Unit, and 2) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the agreement.

EXECUTIVE SUMMARY

The existing Compensation and Benefit Plans between the City of Tracy and Confidential Employees Unit (CEU) expires on June 30, 2025.

The term of the attached Compensation and Benefit Plan is for 48 months (four years), effective on July 1, 2025, and expires on June 30, 2029.

BACKGROUND AND LEGISLATIVE HISTORY

Government Code section 3500-3511 known as the Meyers-Milias Brown Act (MMBA) was designed to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding the wages, hours and other terms and conditions of employment between public employers and public employee organizations. Under the Meyer-Milias Brown Act, the City has a duty to meet and confer in good faith with the bargaining representatives of the recognized employee organization regarding matters within the scope of representation and reach agreement within the authority of the representatives. The terms and conditions of the agreement are compiled in a Memorandum of Understanding (MOU), ratified by each respective bargaining unit and approved by City Council. In February, the City initiated the meet and confer process with the bargaining representatives of each of the recognized represented employee organizations to discuss the terms and conditions of employment of the successor MOU. The City has agreed to provide the same monetary increases as offered to the represented units to unrepresented employee groups. The Confidential Employees Unit (CEU) is an unrepresented unit.

ANALYSIS

To ensure the City remains competitive in today's dynamic labor market and continues to attract and retain highly qualified employees, the following multi-year salary adjustments and one-time lump sum payment are proposed. These actions are grounded in the City's commitment to maintaining a high-performing workforce capable of delivering essential services to the community.

In preparation for labor negotiations, the City conducted a total compensation study comparing salaries and benefits with comparable agencies. While overall compensation was found to be competitive, the Public Information Officer classification was below the market median. An equity adjustment is recommended to bring this position to market, consistent with the City's compensation philosophy and commitment to fair, market-aligned, and internally equitable pay practices.

Confidential Employees Unit (CEU)

There are three key changes in the successor Compensation and Benefit Plan for CEU (Attachment A). The key changes are as follows:

1. Equity Adjustment for Public Information Officer:

    - June 29, 2025: 4.9% equity adjustment

2. Salary COLA Adjustments for All Classifications:

    - Effective June 29, 2025: 5% salary adjustment
    - Effective June 28, 2026: 4% salary adjustment
    - Effective June 27, 2027: 4% salary adjustment
    - Effective June 25, 2028: 4% salary adjustment

3. One-Time Lump Sum Payment for All Classifications:

    - Effective June 29, 2025, a one-time (non-persable) lump sum payment of 5% for members in the Confidential Employees Unit.

Other changes to the Compensation and Benefit Plan consist of adding provisions or amendments to update statutory language, further clarify current practices, and administrative cleanup.

The City's Master Salary Schedule contains the salaries for employee classifications in the CEU and serves as the publicly available pay schedule used to determine pay rates for purposes of the California Public Employees Retirement Law. The Master Salary Schedule (Attachment B) must be amended to reflect the terms of the proposed successor Compensation and Benefit Plan.

FISCAL IMPACT

The adopted FY2025-26 operating budget contains a 2.7% increase for personnel costs, which was based upon the March 2025 Consumer Price Index. An additional budget amendment to account for the additional 2.3% resulting from the cost-of-living increase will be brought to Council with the FY2025-26 quarter one budget adjustment.

The total anticipated cost to the City contained in the changes to the sections of the Compensation and Benefit Plan listed above for the term of the successor Compensation and Benefit Plan is shown in the table below:

Confidential Employees Unit		
	GENERAL FUND	CITYWIDE
YEAR ONE	$407,085	$467,910
YEAR TWO	$253,050	$285,950
YEAR THREE	$416,500	$473,125
YEAR FOUR	$579,950	$660,290

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance engagement and transparency for the betterment of the Tracy community.

Goal 5: Recruit, develop, and retain a high performing and inclusive workforce.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution: 1) approving the Compensation & Benefit Plan for the Confidential Employees Unit, and 2) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the revised Compensation and Benefit Plan.

Prepared by: Kimberly Murdaugh, Director of Human Resources

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

Approved by: Arturo Sanchez, Assistant City Manager

Attachments:

A. Confidential Employees Unit (CEU) Compensation & Benefit Plan DRAFT
B. Master Salary Schedule Effective 06/29/2025

Attachment A

COMPENSATION AND BENEFITS PLAN

BETWEEN

THE CITY OF TRACY

AND

CONFIDENTIAL EMPLOYEES UNIT (CEU)

July 1, 2025 through June 30, 2029

Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.cityoftracy.org

CONFIDENTIAL EMPLOYEES UNIT (CEU)
COMPENSATION AND BENEFITS PLAN
July 1, 2025 through June 30, 2029

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CITY OF TRACY
CONFIDENTIAL EMPLOYEES UNIT (CEU)
COMPENSATION AND BENEFITS PLAN
July 1, 2025 – June 30, 2029

Section 1. Purpose and Intent

The City Council desires to establish a Confidential Employees Compensation and Benefits Plan. Confidential Management staff is exempt from the Fair Labor Standards Act (FLSA) and is covered by the authority of the Personnel Rules and Regulations. Confidential Non-Management staff is non-exempt from the Fair Labor Standards Act (FLSA) and is covered by the authority of the Personnel Rules and Regulations. The City Manager is empowered to grant compensation adjustments as specified in the Confidential Employees Compensation and Benefits Plan.

The City of Tracy is desirous of providing greater service to the community, and of recruiting and maintaining qualified staff. The following plan provides the basis for recognition, benefits and compensation, effective July 1, 2025 through June 30, 2029.

Section 2. Confidential Employee Unit Membership

Confidential Management positions covered by this plan exclusively are as follows:

Accounting Manager
Assistant City Attorney (At-Will)

Assistant Director of Parks, Recreation and Community Services
Assistant Director of Operations
Assistant Director of Utilities
Assistant to the City Manager
Budget Officer
City Engineer
Deputy City Attorney I/II
Deputy Police Chief
Human Resources Analyst I/II
Human Resources Manager
Information Technology Manager
Police Support Operations Manager
Public Information Officer

Non-Management Confidential positions covered by this plan exclusively are as follows:

Administrative Assistant (when assigned to Human Resources)
Executive Assistant (when assigned to Human Resources)
Executive Assistant to the City Manager
Human Resources Technician
Legal Secretary
Paralegal

Section 3. Compensation

A. Salary Plan

There shall be a five-step salary range for all classifications.

All rates of pay set forth in this Section represent the standard rate of pay for full-time employment for each classification. Employees occupying a position in a classification covered by this Plan shall be paid at a base salary within the range established for that position's classification. The salary ranges for all classifications covered in the plan shall be increased as outlined in this Section.

1. Market/Equity Adjustments

Effective June 29, 2025, the classifications outlined below will receive equity adjustments:

- Public Information Officer 4.9%

2. Cost of Living Adjustments

Effective June 29, 2025, all classifications will receive a five percent (5%) salary increase. All employees in this unit employed on or before the date of Council approval shall receive a one-time (non-persable) lump sum payment in the amount of $9,748.33. Employees may elect to receive the lump sum payment as a direct payment, a contribution to their deferred compensation account, or a combination of both, subject to applicable laws and plan limits.

Effective June 28, 2026, all classifications will receive a four percent (4%) salary increase.

Effective June 27, 2027, all classifications will receive a four percent (4%) salary increase.

Effective June 25, 2028, all classifications will receive a four percent (4%) salary increase.

B. Components of Salary

The City Manager is authorized to set the salary of employees in the Confidential Employees Unit at any step within the salary range.

1. Base Salary

This is the amount set at any step within the range at initial appointment and will be subject to adjustment until the employee reaches the top step of the range. Base salary may be adjusted on an annual basis by the City Manager, based on meritorious performance and the recommendation of the Department Head, but not to exceed the established range.

C. Overtime

1. Non-Management Confidential Employees

Confidential Non-Management employees are non-exempt from the provisions of the Fair Labor Standards Act (FLSA) with regard to compensation for overtime worked. With the approval of their supervisor and the Department Head, the employee will earn overtime or compensatory time for actual hours work as assigned (recorded in 15-minute increments). Leave time, whether paid or unpaid, is not included in computing the work period for overtime purposes.

Compensatory time off (CTO) accrual may not exceed 120 hours. Employees shall receive pay for overtime hours worked in excess of the 120-hour CTO maximum accrual. Employees may cash out CTO at any time during the year; any remaining CTO is paid to the employee annually on the last regular paycheck in the month of December, upon promotion, or at separation.

Overtime is defined as hours worked in excess of the employee's regular work shift that has the prior approval of the Department Head or designee.

a) If an employee is required to perform unanticipated overtime of two (2) hours or more, the City shall pay a meal allowance of seven dollars ($7) to the employee. "Unanticipated overtime" means that the affected employee did not receive notice of the overtime until the same day as the overtime assignment occurred. The two (2) hour minimum must occur at a time which would normally include the employee's regular mealtime.

Section 4. Leaves

A. Vacation

Employees shall accrue vacation prorated per pay period at the following rates:

Months of Continuous Employment	Accrued Hours
0-59 months	3.69 hours per pay period
60-119 months	5.23 hours per pay period
120-179 months	6.76 hours per pay period
180-240 months	7.38 hours per pay period
241+ months	8.30 hours per pay period

B. Management Leave for Confidential Management Employees

The City provides management leave in recognition of the need to devote more than 40 hours per week to their duties. The City shall provide management leave in the amount of 120 hours per calendar year to Confidential Management employees in the Confidential Employees Unit. Newly hired or promoted employees who are Confidential Management employees shall receive a prorated number of hours based on their start date in a Confidential Management position.

Management leave is accrued in a management leave accrual bank. Employees may cash out management leave at any time during the year; any remaining management leave is paid to the employee annually on the last regular paycheck in the month of December or upon separation.

C. Holiday Pay

Regular full-time employees who are scheduled to work on an observed holiday receive the observed holiday off and eight (8) hours of pay per holiday.

The City observes the following holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

D. Holiday Pay and Accruals for Non-Exempt Employees

1. Holiday Pay in Excess of 8 Hours

Employees on a 4/10 or 9/80 schedule must use vacation or CTO to make up additional hours on observed holidays falling on a scheduled workday.

2. Holiday Pay on Scheduled Days Off

Non-Exempt employees working on a holiday falling on their scheduled day off receive holiday pay at the overtime rate of pay and eight (8) hours of vacation.

3. Holiday Pay on Scheduled Workdays

Non-Exempt employees working a holiday falling on their scheduled workday receive holiday pay at three (3) times their rate of pay and eight (8) hours of vacation.

E. Floating Holidays

Employees accrue sixteen (16) hours of vacation in lieu of floating holidays annually on the first pay period in January.

F. Proclaimed Holidays

The City observes holidays proclaimed by the Governor of the State of California or the President of the United States that are approved by the City Council.

G. Maximum Accrual of Leave

The maximum accrual for Confidential Management employees for vacation and management leave combined shall not to exceed 600 hours.

The maximum accrual for Confidential Non-Management employees for vacation shall not exceed a total of 400 hours.

H. Leave Sell-Back

On November 1 of each year, an employee may make an irrevocable election to cash out vacation that will accrue in the next calendar year prior to December. The employee can elect to receive up to 50% of the cash-out on the second pay period in July, and the remainder on the first pay period in December.

I. Sick Leave Accrual

Employees accrue three point six-nine (3.69) hours of sick leave per pay period with no limit.

Confidential Management Employees may utilize up to one-half (1/2) of their annual accrual of sick leave for the care of their immediate family. Immediate family is defined in the Sick Leave Policy.

Confidential Non-Management Employees may take unlimited days of sick leave for care of their immediate family. Immediate family is defined in the Sick Leave Policy.

Sick leave is to be used in accordance with the Sick Leave Policy.

J. Retiree Health Program

1. Conversion of Sick Leave Balance Upon Retirement for employees hired on or before December 31, 2014, with continuous city service:
   Employees hired on or before December 31, 2014 with continuous city service, who retire from the City of Tracy on or after January 1, 2025 shall convert the balance of the accrued sick leave at the time of retirement to a retiree health savings account through MissionSquare Retirement at the time of retirement. The value of the retiree health account shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay at the time of retirement.

2. Conversion of sick leave for employees promoted into CEU that were hired on or after January 1, 2015:

Upon promotion to the CEU unit, if employee has not converted sick leave accrual to a City of Tracy retiree health savings account from the previous bargaining unit, the employee shall at time of promotion, convert the balance of sick leave accrual in excess of two-hundred forty (240) hours to a retiree health savings account through MissionSquare Retirement. The value of the city's contribution shall be seventy-five percent (75%) of the number of accrued sick leave hours in excess of two-hundred forty (240) hours at time of promotion multiplied by the employee's hourly rate of pay at time of promotion.

3. Regular City Contributions for employees hired on or after January 1, 2015

Employees hired on or after January 1, 2015, with a balance of less than two-hundred forty (240) accrued sick leave hours on December 31st of each calendar year are not eligible for a city contribution to the retiree health savings account for that calendar year. The balance of the accrued sick leave will remain in the employee's accrued sick bank.

For employees hired on or after January 1, 2015, the city will contribute the value of the annual sick leave accrued in the calendar year remaining on December 31st of that calendar year, up to a maximum of forty-eight (48) hours, to the employee's portable retiree health savings account through MissionSquare Retirement. The value of the city's contribution shall be 50% of the remaining annual sick leave accrual hours, up to a maximum of 48 hours, multiplied by the employee's current hourly rate of pay. Sick leave accrual hours remaining on December 31st of each year, beyond the forty-eight (48) hours converted on the retiree health savings account, will remain in the employee's sick leave accrual bank.

4. Regular Employee Contributions for employees hired on or after January 1, 2015

Employees hired on or after January 1, 2015, shall contribute to their portable MissionSquare retiree health savings account through a deduction of twenty dollars ($20.00) per pay period from employee earnings, prior to applying taxes.

Upon death, an active employee's estate shall receive straight-time pay for all accrued sick leave in excess of 960 hours.

If an employee in the Confidential Employees Unit voluntarily resigns or is terminated for any reason, all accumulated sick leave shall be canceled. Such accumulated sick leave, however, shall be credited to such employee if they return to City employment within two (2) years of such separation.

K. Bereavement Leave

In the event of a death in the immediate family of an employee, an employee may use five (5) days up to forty (40) hours of paid bereavement leave in accordance with the Bereavement Leave Policy. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed for one (1) paid day, not to exceed eight (8) hours. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined in the Bereavement Leave Policy.

Section 5. Benefits

A. CalPERS Retirement

1. CalPERS Formula

Employees hired on or before December 16, 2010, shall receive the single highest year and the two and one-half percent at 55 (2.5% @ 55) benefit formula provided through the California Public Employees' Retirement System (CalPERS). These employees pay the required eight percent (8%) member contribution on a pre-tax basis.

Employees hired on or after December 17, 2010, , who are not classified as new members shall receive an average of three (3) consecutive highest years and the two percent at 55 (2% @ 55) benefit formula provided through the California Public Employees' Retirement System (CalPERS). These employees pay the required seven percent (7%) member contribution on a pre-tax basis.

Employees hired on or after January 1, 2013, and who qualify as "new employees" under the Public Employees' Pension Reform Act ("PEPRA") shall be subject to all the provisions of that law, including but not limited to the two percent at 62 (2% @ 62) benefit formula provided through the Public Employees' Retirement System (CalPERS) with an average of three (3) -year final compensation period. These employees pay one-half of the total normal cost as determined annually by CalPERS on a pre-tax basis.

Safety employees hired on or before July 1, 2010 shall receive CalPERS 3% @ 50 and single highest year formula provided through the Public Employees' Retirement System (CalPERS). These employees pay the required nine percent (9%) member contribution on a pre-tax basis.

Safety employees hired on or after July 2, 2010 shall receive CalPERS 3% @ 55 and single highest year formula provided through the Public Employees' Retirement System (CalPERS). These employees pay the required nine percent (9%) member contribution on a pre-tax basis.

Safety employees hired on or after January 1, 2013 meeting the definition of "new member" under PEPRA shall be subject to all the provisions of that law, including but not limited to the two point seven percent at age 57 (2.7% @ 57) retirement formula with an average of three (3) -year final compensation period. These employees pay one-half of the total normal cost as determined annually by CalPERS on a pre-tax basis.

2. Payment of CalPERS Retirement Benefit

a. Payment of Employer Share of PERS Contribution for Confidential Management Employees

Each employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of what CalPERS pension formula employee is applicable to employee. In exchange, the City shall pay the corresponding salary increase that represents the 3% contribution. The parties agree that should the parties negotiate elimination of the 3% contribution towards the employers share or such contribution becomes contrary to any subsequent rules, regulations and/or law rendering the contribution null and void that the equivalent salary increase conferred in this section shall also cease and become null and void.

The City agrees to continue to pay the remainder of the employer contribution for the City's CalPERS retirement benefit.

The parties may reopen negotiations to discuss the impact of any changes to the Public Employment Retirement Law which occur during the term of this Compensation and Benefits Plan.

B. Insurance

1. Medical

1.1 Plans Provided

The City offers medical insurance. During the term of this Agreement, the City reserves the right to change medical providers and the parties shall meet regarding any such change.

1.2 New Employees

New employees hired after July 1, 2007, shall be required to select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

2. Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

3. Vision Care

The City shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

4. Life Insurance

The City shall provide Confidential Management employees life insurance coverage of $150,000. The City shall provide Non-Exempt Confidential employees life insurance coverage of $75,000. The City will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month. Additional Life Insurance coverage is available for purchase by the employee.

5. Short-Term Disability Insurance (STD)

Short Term Disability insurance is required for all regular employees in the Confidential Employees Unit through Standard Insurance with the premium paid by employees per pay period at the current rate of .83% of the employee's earnings, prior to applying taxes.

Short Term Disability Insurance payments may be available to employees who cannot work because of sickness or non-work-related injuries as determined by the STD insurance provider. STD payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain STD payments and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave is available, the employee will continue to receive normal paychecks. Payments received from the insurance carrier shall be turned in to the City. When such checks are received by the City, a portion of the employee's next paycheck, equal to the amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the paycheck.

In no case may an employee receive more income than the amount of their normal pay. Employees must turn in checks received from the insurance carrier to the City, unless the employee elected in writing, at the time of disability, of the employee's choice not to receive paid leave.

a. Short-Term Disability Coverage and Election to Transition to State Disability Insurance (SDI)

The parties recognize that Confidential employees are currently covered by a short-term disability insurance plan administered by The Standard.

Should the Confidential employees, during the term of this Agreement, elect by a majority vote of its membership to transition from The Standard's STD coverage to California State Disability Insurance (SDI), the City agrees to file an application for elective coverage within reasonable time, pursuant to procedures established by the State of California.

Confidential employees recognize that the process is controlled by the state and, if for any reason such an application is rejected, the City will meet with Confidential employees for the limited purposes of correcting any deficiencies and the re-filing of the application.

SDI is a deduction from employees' wages whereby employers withhold a percentage (rate for 2025 is 1.2%) of the taxable wages. Such SDI coverage is the sole economic responsibility of the employee, and the City shall not contribute toward the expense of

that coverage. SDI deductions will be implemented as soon as administratively possible. In the event the Confidential employees wish to discontinue this benefit in the future, the Confidential employees must notify the City in writing that a majority of its employees wish to discontinue participation in the program. The parties will then meet to discuss how such discontinuation may occur.

Per California's Employment Development Department requirements, SDI tax deductions start on the first day of the pay period following the beginning of a quarter (January 1, April 1, July 1, or October 1). SDI payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain SDI payments and receive no supplemental income (paid leave) from the City. In no case may an employee receive more income than the amount of their normal pay.

6. Long Term Disability Insurance (LTD)

City-paid Long Term Disability Insurance shall be provided to all employees in the Confidential Employees Unit.

7. Cafeteria Plan

7.1 City Contribution

The City shall maintain an account for each full-time employee in regular or probationary status within the City's cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family, employee plus one, or employee only to each employee's account.

7.2 Cash Out Options

For employees hired before July 1, 2007, the maximum cash payment shall be set at $996 per month for employees who do not elect a medical, dental, and/or vision plan. For employees hired on or after July 1, 2007, each employee shall be required to select a medical plan.

7.3 Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, 2026, and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any City increase to the Employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to

employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

7.4 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for the dental insurance program in which the employee is enrolled and/or 3) payment of premium charges for the vision insurance program in which the employee is enrolled. The City also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided, and at times designated by the City each year, all information necessary to administer the Cafeteria Plan during the 12-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of their dependents which affects the amount of the City payment on behalf of the employee. Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month following the month in which advice from the employee is received by the Personnel Officer or Human Resources designee. No retroactive payments shall be allowed.

8. Flexible Benefits Plan (IRS Section 125)

The City provides an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

C. Deferred Compensation

Confidential Management employees shall be eligible to participate in both a City-sponsored 457 deferred compensation plan and a City-sponsored 401(a) deferred compensation plan. Only the City-matching contribution can be deposited into the 401 (a) deferred compensation plan.

All Confidential employees shall be eligible for a City-matching contribution to their deferred compensation plan of up to five percent (5%) of their annual salary. The City match will be based on employee contributions towards their deferred compensation plan.

A fully executed Personnel Action Form shall establish eligibility for all deferred compensation contributions for Confidential Employees Unit employees.

D. Management and Professional Development Benefit for Confidential Management Employees

The allowance for management benefits is thirty-six dollars and ninety-two cents ($36.92) per pay period and may be utilized for a wide variety of job-related expenses, training, association memberships, computer hardware and software, conference registration and attendance and other miscellaneous job expenses or professional development opportunities.

E. Non-Exempt Confidential Employee Pay

Non-exempt confidential employees shall receive $50.00 per month prorated per pay period.

F. Annual Physical

An annual physical examination shall be provided by the City, if desired and requested by an employee in the Confidential Employees Unit.

G. Educational Expense Reimbursement

Upon Department Head approval, an employee who completes a course of study and receives a grade of "C" or better may be reimbursed for books, and tuition for courses taken at accredited colleges or universities in California, up to a maximum of $5,000.00 per year to a lifetime maximum of $20,000.00.

H. Longevity Pay

Employees receive longevity pay as follows:

- Upon completion of ten (10) years of service, the employee receives longevity pay of one percent (1.0%) of their base hourly rate of pay.

- Upon completion of fifteen (15) years of service, the employee receives longevity pay of an additional one point five percent (1.5%) of their base hourly rate of pay (for a total of 2.5%).

- Upon completion of twenty (20) years of service, the employee receives longevity pay of an additional two percent (2%) of their base hourly rate of pay (for a total of 4.5%).

Section 6. Miscellaneous

A. Confidential Non-Management Bilingual Pay

Confidential Non-Management employees who are required to communicate in languages other than English, as part of their regular assigned duties, may be compensated with an additional two percent (2%) of the employee's base salary, if the following criteria are met:

i. Approval from the Department Head that a particular assignment requires the need for the specific alternate language

ii. Certification by the City that the employee has successfully demonstrated the ability to communicate fluently in the language that the Department Head has determined is required.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the Department Head as beneficial to the City.

B. Temporary Upgrade and Temporary Assignment Pay

1. When a Confidential Employee Unit employee is assigned to work outside their classification, pay will be paid in accordance with the Temporary Upgrade Pay Policy or Temporary Assignment Pay Policy.

CITY OF TRACY

City of Tracy
Master Salary Schedule

Effective 06/29/2025

Class	Position Title	Salaried	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	Y	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	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
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-CONF		CONF Non-Mgmt	A	2,497.82	5,411.94	64,943.32	31.2228
				B	2,622.70	5,682.52	68,190.20	32.7838
				C	2,753.84	5,966.65	71,599.84	34.4230
				D	2,891.55	6,265.03	75,180.30	36.1444
				E	3,036.11	6,578.24	78,938.86	37.9514
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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3510	AIRPORT MANAGER	Y	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
3620	ANIMAL SERVICES MANAGER	Y	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 Non-Exempt	A	2,961.90	6,417.45	77,009.40	37.0238
				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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2573	ASSISTANT CITY ATTORNEY	Y	CONF	A	7,083.99	15,348.65	184,183.74	88.5499
				B	7,438.17	16,116.04	193,392.42	92.9771
				C	7,810.09	16,921.86	203,062.34	97.6261
				D	8,200.59	17,767.95	213,215.34	102.5074
				E	8,610.61	18,656.32	223,875.86	107.6326
3338	ASSISTANT CITY ENGINEER	Y	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	Y	DEPT HEAD	MIN	10,318.65	22,357.09	268,285.02	128.9831
				MAX	11,066.61	23,977.66	287,731.96	138.3326
2682	ASSISTANT DIRECTOR DS	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
2635	ASSISTANT DIRECTOR-OPERATIONS	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
2640	ASSISTANT DIRECTOR-PARKS	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
2636	ASSISTANT DIRECTOR-UTILITIES	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
3302	ASSISTANT ENGINEER	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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 CITY MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
3303	ASSOCIATE CIVIL ENGINEER	Y	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
3333	ASSOCIATE ENGINEER	Y	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	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3104	BUDGET OFFICER	Y	CONF	A	5,140.23	11,137.17	133,645.98	64.2529
				B	5,397.23	11,694.00	140,327.98	67.4654
				C	5,667.08	12,278.67	147,344.08	70.8385
				D	5,950.46	12,892.66	154,711.96	74.3808
				E	6,247.98	13,537.29	162,447.48	78.0998
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	Y	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	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.63	243,895.54	117.2575
1506	CITY ATTORNEY	Y	CONTRACT		11,695.39	25,340.02	304,080.22	146.1924

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3110	CITY CLERK	Y	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		ELECTED		876.93	1,900.02	22,800.18	
2681	CITY ENGINEER	Y	CONF	A	7,088.20	15,357.77	184,293.20	88.6025
				B	7,442.62	16,125.68	193,508.12	93.0328
				C	7,814.75	16,931.96	203,183.50	97.6844
				D	8,205.49	17,778.56	213,342.74	102.5686
				E	8,615.79	18,667.55	224,010.54	107.6974
1501	CITY MANAGER	Y	CONTRACT		13,015.63	28,200.53	338,406.35	162.6954
1112	CITY TREASURER		ELECTED		876.93	1,900.02	22,800.18	
9107	CLERICAL AIDE (H)		LIMITED SERVICE	A				16.6040
				B				17.4342
				C				18.3060
				D				19.2212
				E				20.1822
3155	CODE COMPLIANCE ANALYST	Y	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	Y	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	Position Title	Salaried	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	Y	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 PROP UNIT SUPER		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 MGR	Y	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 COORD		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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
				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
3524	CULTURAL ARTS SUPERVISOR	Y	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 COORD		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 SUPV	Y	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	Y	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		LIMITED SERVICE	A				38.9605
				B				40.9101
				C				42.9561
				D				45.0986
				E				47.3589
2571	DEPUTY CITY ATTORNEY I	Y	CONF	A	5,561.82	12,050.61	144,607.32	69.5228
				B	5,839.91	12,653.14	151,837.66	72.9989
				C	6,131.93	13,285.85	159,430.18	76.6491
				D	6,438.52	13,950.13	167,401.52	80.4815
				E	6,760.43	14,647.60	175,771.18	84.5054
2572	DEPUTY CITY ATTORNEY II	Y	CONF	A	6,118.01	13,255.69	159,068.26	76.4751
				B	6,423.92	13,918.49	167,021.92	80.2990
				C	6,745.12	14,614.43	175,373.12	84.3140
				D	7,082.39	15,345.18	184,142.14	88.5299
				E	7,436.49	16,112.40	193,348.74	92.9561

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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	Y	CONF	A	7,523.46	16,300.83	195,609.96	94.0433
				B	7,899.64	17,115.89	205,390.64	98.7455
				C	8,294.62	17,971.68	215,660.12	103.6828
				D	8,709.34	18,870.24	226,442.84	108.8668
				E	9,144.82	19,813.78	237,765.32	114.3103
1528	DIRECTOR OF COMM. & ECON DEV.	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1522	DIRECTOR OF FINANCE	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1518	DIRECTOR OF HUMAN RESOURCES	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1527	DIRECTOR OF MOBILITY & HOUSING	Y	DEPT HEAD	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	Y	DEPT HEAD	MIN	8,278.29	17,936.30	215,235.56	103.4786
				MAX	10,060.56	21,797.88	261,574.51	125.7570
1516	DIRECTOR PARKS & RECREATION	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
3208	ECONOMIC DEVEL MGMT ANALYST I	Y	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 DEVEL MGMT ANALYST II	Y	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	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9105	ENGINEERING INTERN		LIMITED SERVICE	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 ANLST	Y	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
5424	ENVIRONMENTAL COMPLIANCE TECH		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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
2581	EXECUTIVE ASSISTANT TO CM		CONF Non-Mgmt	A	3,480.59	7,541.28	90,495.34	43.5074
				B	3,654.60	7,918.30	95,019.60	45.6825
				C	3,837.33	8,314.22	99,770.58	47.9666
				D	4,029.21	8,729.96	104,759.46	50.3651
				E	4,230.65	9,166.41	109,996.90	52.8831
8108	EXECUTIVE ASSISTANT-CONF		CONF Non-Mgmt	A	3,038.50	6,583.42	79,001.00	37.9813
				B	3,190.44	6,912.62	82,951.44	39.8805
				C	3,349.95	7,258.23	87,098.70	41.8744
				D	3,517.43	7,621.10	91,453.18	43.9679
				E	3,693.32	8,002.19	96,026.32	46.1665
9635	FACILITY ATTENDANT		LIMITED SERVICE	A				21.2103
				B				22.2708
				C				23.3849
				D				24.5525
				E				25.7844
3107	FINANCIAL ANALYST I	Y	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
3108	FINANCIAL ANALYST II	Y	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	Y	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	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3215	HOMELESS SERVICES MANAGER	Y	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	Y	CONF	A	3,616.17	7,835.04	94,020.42	45.2021
				B	3,796.99	8,226.81	98,721.74	47.4624
				C	3,986.82	8,638.11	103,657.32	49.8353
				D	4,186.16	9,070.01	108,840.16	52.3270
				E	4,395.47	9,523.52	114,282.22	54.9434
2512	HUMAN RESOURCES ANALYST II	Y	CONF	A	4,158.48	9,010.04	108,120.48	51.9810
				B	4,366.41	9,460.56	113,526.66	54.5801
				C	4,584.72	9,933.56	119,202.72	57.3090
				D	4,813.98	10,430.29	125,163.48	60.1748
				E	5,054.68	10,951.81	131,421.68	63.1835
2562	HUMAN RESOURCES MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
4301	HUMAN RESOURCES TECHNICIAN		CONF Non-Mgmt	A	3,085.50	6,685.25	80,223.00	38.5688
				B	3,239.78	7,019.52	84,234.28	40.4973
				C	3,401.77	7,370.50	88,446.02	42.5221
				D	3,571.87	7,739.05	92,868.62	44.6484
				E	3,750.45	8,125.98	97,511.70	46.8806
4204	INFO 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	INFO 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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2553	INFO TECHNOLOGY MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
3111	INFO TECHNOLOGY SPECIALIST	Y	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/GENERAL (H)		LIMITED SERVICE	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 QA OFFICER	Y	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	Position Title	Salaried	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	Y	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 Non-Mgmt	A	3,314.19	7,180.75	86,168.94	41.4274
				B	3,479.88	7,539.74	90,476.88	43.4985
				C	3,653.90	7,916.78	95,001.40	45.6738
				D	3,836.58	8,312.59	99,751.08	47.9573
				E	4,028.42	8,728.24	104,738.92	50.3553
3130	LEGISLATIVE ANALYST	Y	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		LIMITED SERVICE	A				16.6040
				B				17.4342
				C				18.3060
				D				19.2212
				E				20.1822
9303	MAINTENANCE AIDE		LIMITED SERVICE	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	Y	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	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3152	MANAGEMENT ANALYST II	Y	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
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		ELECTED		969.24	2,100.02	25,200.24	
3527	MEDIA SERVICES SUPERVISOR		TMMBU Non-Exempt	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
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 ASST		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 COOR		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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3401	OPERATIONS SUPERINTENDENT	Y	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	Y	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		CONF Non-Mgmt	A	3,645.61	7,898.82	94,785.86	45.5701
				B	3,827.89	8,293.76	99,525.14	47.8486
				C	4,019.28	8,708.44	104,501.28	50.2410
				D	4,220.25	9,143.88	109,726.50	52.7531
				E	4,431.26	9,601.06	115,212.76	55.3908
1107	PARKS & REC COMMISSIONER				Stipend of $50.00 per meeting.			
3509	PARKS PLANNING & DEVELOP MGR	Y	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	Y	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	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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	Y	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
9503	POLICE CADET		LIMITED SERVICE	A				20.8889
				B				21.9387
				C				23.0313
				D				24.1776
				E				25.3880
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	Y	DEPT HEAD	MIN	9,392.47	20,350.35	244,204.21	117.4059
				MAX	11,416.65	24,736.07	296,832.82	142.7081
4603	POLICE COMM RELATIONS COORD		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
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
4604	POLICE HOMELESS OUTREACH COORD		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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9501	POLICE INTERN/PARKING ENFORCE		LIMITED SERVICE	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
6101	POLICE OFFICER TRAINEE		TPOA	A	3,272.65	7,090.74	85,088.90	40.9081
				B				0.0000
				C				0.0000
				D				0.0000
				E				0.0000
9517	POLICE RANGE MASTER		LIMITED SERVICE	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
3626	POLICE RECORDS SUPERVISOR	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9551	POLICE RESERVE OFFICER		LIMITED SERVICE	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 MGR	Y	CONF	A	6,298.32	13,646.36	163,756.32	78.7290
				B	6,613.25	14,328.71	171,944.50	82.6656
				C	6,943.89	15,045.10	180,541.14	86.7986
				D	7,291.08	15,797.34	189,568.08	91.1385
				E	7,655.64	16,587.22	199,046.64	95.6955
4701	POLICE SUPPORT SERVICES TECH		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
9638	POOL MANAGER		LIMITED SERVICE	A				22.8279
				B				23.9740
				C				25.1631
				D				26.4272
				E				27.7447
9533	PROFESS STANDARDS OFFICER		LIMITED SERVICE	A				55.6502
				B				58.4354
				C				61.3598
				D				64.4235
				E				67.6479
9110	PROGRAM ASSISTANT		LIMITED SERVICE	A				16.6040
				B				21.8638
				C				27.6590
9231	PROJECT SPECIALIST I		LIMITED SERVICE	A				16.6040
				B				34.8148
				C				53.5720
9232	PROJECT SPECIALIST II		LIMITED SERVICE	A				53.5827
				B				102.3020
				C				151.0321

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5518	PROPERTY & 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
2585	PUBLIC INFORMATION OFFICER	Y	CONF	A	4,362.25	9,451.54	113,418.50	54.5281
				B	4,580.37	9,924.14	119,089.62	57.2546
				C	4,809.37	10,420.30	125,043.62	60.1171
				D	5,049.86	10,941.36	131,296.36	63.1233
				E	5,302.36	11,488.45	137,861.36	66.2795
3623	PUBLIC SAFETY DISPATCH SUPER	Y	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 DISPATCH-PERDIEM		LIMITED SERVICE	A				35.4683
				B				37.2465
				C				39.1105
				D				41.0601
				E				43.1169
3214	REAL PROPERTY AGENT	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9631	RECREATION LEADER I		LIMITED SERVICE	A				16.6040
				B				17.4342
				C				18.3060
				D				19.2212
				E				20.1822
9632	RECREATION LEADER II		LIMITED SERVICE	A				20.1284
				B				21.1353
				C				22.1958
				D				23.2992
				E				24.4668
9633	RECREATION LEADER III		LIMITED SERVICE	A				22.8279
				B				23.9740
				C				25.1631
				D				26.4272
				E				27.7447
4401	RECREATION PROGRAM COORD		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	Y	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	Y	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 INSTR		LIMITED SERVICE	A				16.6040
				B				36.5288
				C				56.9999
				D				0.0000
				E				0.0000

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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	Y	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 BLDG MAINT 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	Y	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	4,013.62	8,696.18	104,354.12	50.1703
				B	4,214.30	9,130.98	109,571.80	52.6788
				C	4,425.02	9,587.54	115,050.52	55.3128
				D	4,646.27	10,066.92	120,803.02	58.0784
				E	4,878.58	10,570.26	126,843.08	60.9823

Class	Position Title	Salaried	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 INFO 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
9637	SENIOR LIFEGUARD		LIMITED SERVICE	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	Y	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 ASSNT		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 PROP & EVIDENCE TECH		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	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5504	SENIOR PUBLIC SAFETY DISPATCH		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
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		LIMITED SERVICE	A				16.6040
3343	SUPERVISING BUILDING INSP	Y	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 INSP	Y	TMMBU	A	4,414.98	9,565.79	114,789.48	55.1873
				B	4,635.72	10,044.06	120,528.72	57.9465
				C	4,867.51	10,546.27	126,555.26	60.8439
				D	5,110.89	11,073.60	132,883.14	63.8861
				E	5,366.43	11,627.27	139,527.18	67.0804
3117	SYSTEM ADMINISTRATOR	Y	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 (H)		LIMITED SERVICE	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	Y	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	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1109	TRANSPORT COMMISSIONER				Stipend of $50.00 per meeting.			
3426	UTILITIES LABORATORY SUPTNDT	Y	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 SUPV	Y	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
3403	UTILITIES LINE MAINT SPRNTNDNT	Y	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
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
3423	UTILITY MAINTAINANCE SPRNTNDNT	Y	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	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
3422	WASTEWATER OP SUPERINTENDENT	Y	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 TREAT PLANT OP 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 TREAT PLANT OP 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 TREAT PLANT OP 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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3421	WATER OPS SUPERINTENDENT	Y	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 (H)		LIMITED SERVICE	A				18.9607
				B				19.9141
				C				20.8997
				D				21.9495
				E				23.0421
3415	WATER RESOURCES&COMPLIANCE MGR	Y	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 OPER 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
5402	WATER TREATMENT PLANT OPER 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 OPER 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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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1) APPROVING THE COMPENSATION AND BENEFIT PLAN FOR THE CONFIDENTIAL EMPLOYEES UNIT, AND 2) AUTHORIZING AN AMENDMENT OF THE CITY'S MASTER SALARY SCHEDULE TO REFLECT THE TERMS OF THE REVISED COMPENSATION AND BENEFITS PLAN

WHEREAS, The Compensation and Benefit Plans between the City of Tracy and the Confidential Employees Unit (CEU) expires on June 30, 2025; and

WHEREAS, The successor Compensation and Benefit Plans for the Confidential Employees Unit has been updated covering the period of July 1, 2025 through June 30, 2029; now, therefore, be it

RESOLVED: That the City Council and the City of Tracy hereby approves a new Compensation and Benefit Plan between the City of Tracy and Confidential Employees Unit for the period of July 1, 2025 through June 30, 2029; and be it further

RESOLVED: That the City Council implements the provisions of the revised Compensation and Benefits Plan and actions approved by this Resolution; and be it further

RESOLVED: That the City Council authorizes amendments to the City's Master Salary Schedule, to reflect the terms of the revised Compensation and Benefits Plan.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 17th 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 QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the contract amendment to an existing contract with Granicus LLC for a total not to exceed amount of $165,000 per fiscal year, to cover certain additional services including but not limited to website refresh, webpage conversions, expanded closed-captioning services and implementation of electronic voting modules for City Council meetings.

EXECUTIVE SUMMARY

The Information Technology Department is requesting that the City Council approve an increase in spend authority for the second amendment to the existing contract with Granicus, LLC, in an amount not to exceed of $165,000 per fiscal year. The existing spend authority with Granicus is a not to exceed amount of $102,400 per year. The additional funds will support 1) additional webpage conversions from the old website to the new website, including conversion of PDF documents with more accessibility options, 2) replacing the video streaming server hardware, expanded closed captioning services for public meetings, and 3) implementation of electronic voting modules to be used during City Council meetings. These enhancements greatly increase transparency, accessibility, and efficiency in the City's digital government initiatives.

BACKGROUND AND LEGISLATIVE HISTORY

The City first partnered with Granicus, LLC in 2017 to supply its Digital Content-Management and Civic-Engagement Platform. On March 4, 2025, the City executed the first amendment to the existing contract with Granicus for a not to exceed amount of $102,400 annually. That agreement added a complete website redesign and upgraded agenda-management capabilities.

To keep advancing online access and government transparency, the City is requesting supplemental funds. The additional dollars will cover legacy-content conversion for the website migration, closed-captioning to improve accessibility, and new features such as electronic voting.

Overall, the Granicus platform has delivered efficiencies and consistently met the organization's needs. Granicus is widely regarded as the market leader in agenda management, live streaming, and transparency solutions for cities, special districts, and other public and nonprofit agencies.

The reasons for the City of Tracy's continued use of Granicus, LLC. services as a sole provider and to dispense the procurement requirements for this Agreement pursuant to Tracy Municipal Code Section 2.20.140(b):

- The City has extensive experience with the full Granicus suite.
- Granicus offers mature, high-quality products and services backed by reliable support.
- Switching vendors would be costly and divert staff from achieving the City's strategic objectives.
- Renewal pricing has remained stable and predictable.
- The platform complies with the City's IT security standards.
- Staff are fully trained on the current system, and Granicus will provide additional training when the website moves to the new CMS.

These expanded services directly support the City's strategic goals: stronger community outreach and engagement, as well as full compliance with ADA accessibility requirements.

ANALYSIS

Granicus LLC is the City's sole provider for web content and legislative management services, making it uniquely qualified to perform these supplemental tasks within the existing technical framework.

Staff is requesting to raise the spend authority with Granicus from the existing $102,400 to the proposed $165,000 annually. This will be used on an as-needed basis for:

- Additional webpage conversions of archived or complex legacy content
- A new server for streaming video increasing the resolution to 1080 HD.
- Closed captioning services for additional public meetings
- Electronic voting integration for legislative processes

These services are integral to improving public access, legislative transparency, and overall civic engagement. The request aligns with the City Council's goals for open government, modern technology infrastructure, and improved customer service.

FISCAL IMPACT

The proposed increase in spend authority will be funded through the Information Technology Department's existing budget. No additional appropriation is required at this time. The Finance Department has reviewed and confirmed the availability of funds within the approved budget.

COORDINATION

This report has been coordinated with the City Clerk's Office and the Finance Department.

STRATEGIC PLAN

This action supports the City Council's Strategic Plan under the goal of "Innovative and High-Performing Government," specifically by enhancing digital services, transparency, and accessibility for the public.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the contract amendment to an existing contract with Granicus LLC for a total not to exceed amount of $165,000 per fiscal year, to cover certain additional services including but not limited to website refresh, webpage conversions, expanded closed- captioning services and implementation of electronic voting modules for City Council meetings.

Prepared by: Norbert Ruijling, Chief Innovation Officer
Kyla Glucky, Public Information Officer

Reviewed by: Sara Castro, Director of Finance
Arturo Sanchez, Assistant City Manager
Andrew Chen, Interim City Attorney

Approved by: Arturo Sanchez, Assisting City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT TO AN EXISTING CONTRACT WITH GRANICUS, LLC FOR A TOTAL NOT TO EXCEED AMOUNT OF $165,000 PER FISCAL YEAR, TO COVER CERTAIN ADDITIONAL SERVICES INCLUDING BUT NOT LIMITED TO WEBSITE REFRESH, WEBPAGE CONVERSIONS, EXPANDED CLOSED-CAPTIONING SERVICES AND IMPLEMENTATION OF ELECTRONIC VOTING MODULES FOR CITY COUNCIL MEETINGS

WHEREAS, the City of Tracy first partnered with Granicus, LLC. in 2017 to provide its digital content-management and civic-engagement platform; and

WHEREAS, on March 4, 2025, the City executed first amendment to the contract Granicus, LLC. to redesign and modernize the City's website and upgrade agenda-management capabilities; and

WHEREAS, the March 4, 2025, agreement established a not to exceed spend authority for the City of One Hundred and Two Thousand Dollars Four Hundred Dollars ($102,400) per year; and

WHEREAS, the Information Technology Department now requests an increase in spend authority to Hundred and Sixty-Five Thousand Dollars ($165,000) per fiscal year to buy new hardware for the video streaming, support additional webpage conversions, accessible PDF migrations, expanded closed-captioning services for public meetings, and the implementation of an electronic voting module for City Council meetings; and

WHEREAS, these enhancements will significantly improve transparency, accessibility, and operational efficiency in the City's digital-government initiatives; and

WHEREAS, staff is still in negotiations with Granicus to finalize the additional scope of work and once the scope of services is finalized, staff will prepare the second amendment to the contract; and

WHEREAS, City staff is requesting that the City Council adopt a resolution approving an agreement with Granicus, LLC. for the licensing of Granicus, LLC. suite of products, pursuant to Tracy Municipal Code section 2.20.140(b); and therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby authorizes the City Manager to execute the contract amendment to an existing contract with Granicus LLC for a total not to exceed amount of $165,000 per fiscal year, to cover certain additional services including but not limited to website refresh, webpage conversions, expanded closed-captioning services and implementation of electronic voting modules for city council meetings

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 17th 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 17, 2025

Agenda Item 1.O

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance repealing and replacing Section 10.08.3193 of the Tracy Municipal Code, regarding Mobile Food Vendors.

BACKGROUND AND LEGISLATIVE HISTORY

At its June 3, 2025, regular meeting, the City Council unanimously approved the introduction of this Ordinance on a first reading, with an amendment to strike section (g)(1)(ii) from the proposed language for Section 10.08.3193 of the Tracy Municipal Code, regarding Mobile Food Vendors. 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, repealing and replacing Section 10.08.3193 of the Tracy Municipal Code, regarding Mobile Food Vendors.

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

Reviewed by: Andrew Shen, Interim City Attorney

Approved by: Arturo Sanchez, Assistant City Manager

Attachments:

A: Agenda Item 3.A from June 3, 2025, Regular Meeting

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

Think Inside the Triangle℠

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

TRACY
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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

TRACY
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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.

TRACY
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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?

TRACY

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Mobile Food Vendors

City Council Public Hearing

June 3, 2025

NOTICE OF REVISION

Item 1.O

Please note that a revised version of the following attachment was added to the materials for Item 1.O of the regular City Council meeting agenda for June 17, 2025: 1.O - Amended Proposed Ordinance - Mobile Food Vendors.

Please contact the City Clerk's Office at (209) 831-6105 with any questions.

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.~~ii. 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.

June 17, 2025

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the Tracy City Council take actions as follows 1) the City Council conduct a Public Hearing for City Council to receive and consider comments on the proposed Fiscal Year (FY) 2025/26 Annual Operating and Capital Budget, and upon conclusion, 2) adopt a resolution approving new positions for an annual aggregate cost of $1,975,547 and authorizing the budget officer to amend the city's position control roster for FY 2025/26, 3) adopt a resolution adopting the City of Tracy Fiscal Year 2025/26 annual operating and capital budget, reflecting additional positions approved through Resolution xxx, 4) adopt a Resolution for the FY2025/26 Fiscal Sustainability Strategies funding recommended by the Tracy Finance Committee to City Council, 5) adopt a Resolution approving the allocation of the Fiscal Year 2025/26 Travel Budget of the City Council Body pursuant to the Council's travel policy, 6) adopt a Resolution for committed fund balances (GASB 54) for Fiscal Year ending June 30, 2025 in compliance with statement 54 of the governmental accounting standards board, 7) adopt a Resolution establishing Fiscal Year 2025/26 appropriations limit pursuant to Article XIIIB of the California state constitution.

EXECUTIVE SUMMARY

The City's annual budget is a numerical representation of the Council's goals and priorities. As such, the City Manager's Proposed FY 2025/26 Annual Operating and Capital Budget (Annual Budget) was developed under the framework of the Council's adopted strategic priorities and objectives. The FY 2025/26 Annual Budget appropriations total approximately $388 million from all funding sources including capital improvements of $36 million. The budget document summarizes City funds and provides an overview of existing and new capital projects that will be funded in the upcoming fiscal year.

The public hearing scheduled for this evening will allow for additional discussion and community input prior to Council consideration and adoption of the Proposed FY 2025/26 Annual Operating and Capital Budget, including authorization of the FY 2025/26 position control roster; adoption of the FY 2025/26 Committed Fund Balances (GASB 54); and the adoption of the Appropriation Limit (Gann Limit).

The City's Proposed FY 2025/26 Annual Operating and Capital Budget can be located at the City Clerk's Office in City Hall and on the City of Tracy Website. (Budget & Financial Documents and Policies | City of Tracy, CA)

DISCUSSION

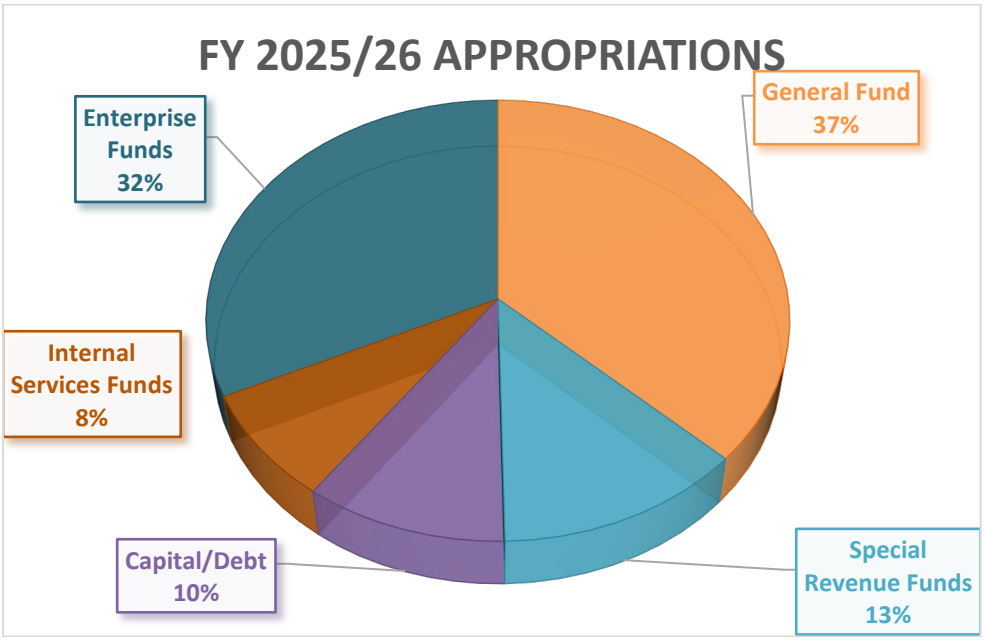
Proposed FY 2025/26 Citywide Annual Operating and Capital Budget

The FY 2025/26 Annual Operating and Capital Budget (Annual Budget) offers growth, innovation, and fiscal sustainability that will benefit the residents and community it serves. The budget will support enhanced services, new core programming, and policy initiatives that will strengthen the City's position as a place to live, play, and work. Core services such as public safety and the maintenance of parks, roads and streets, continue to remain a top focus for the City.

The Proposed FY 2025/26 Operating and Capital Budget aligns with City Council priorities, supports essential public services, and positions the City to strategically plan for the future while upholding a strong and responsible fiscal foundation. In an evolving economic environment, the City remains committed to advancing its fiscal sustainability strategies—focused on reducing long-term liabilities, addressing deferred maintenance, and preserving service levels—to ensure continued financial resilience. These efforts are guided by the Budget Principles adopted by the City Council on January 12, 2021 (see Attachment A), which serve as the framework for promoting the City's long-term fiscal health.

The FY 2025/26 appropriations total approximately $388 million, including $35 million in Transfers Between funds and capital improvements of $36 million. This reflects an overall decrease of $1.4 million dollars from the Adopted FY2024-25 Operating and Capital budget. The change is linked to the decrease in funding for capital improvement projects being adopted into the proposed capital budget.

	FY 2024/25 Adopted Budget	FY 2025/26 Proposed Budget	(Increase/ Decrease) %
General Fund	115,133,704	130,430,925	12%
Special Revenue Funds	33,224,532	44,817,153	26%
Capital/Debt	88,563,368	36,333,309	(144%)
Internal Services Funds	24,022,371	28,201,336	15%
Enterprise Funds	97,825,747	113,108,006	14%
Total Expenditures (without Transfers)	358,769,721	352,890,729	(2%)
Transfers Between Funds	30,375,044	34,876,690	13%
Total Expenditures (with Transfers)	389,144,765	387,767,419	(.40) %



Below is a table that provides the final proposed budget for all funds:

EXPENSES (in thousands)	FY 24/25 Amended	FY 25/26 Proposed	FY 26/27 Forecasted
General Fund	151,377	164,988	170,557
Building Fees	6,538	7,100	7,229
Engineering Fees	8,566	9,656	10,053
Planning Fees	3,838	3,974	4,124
Gas Tax	11,861	2,420	2,465
Special Revenue	64,172	21,667	8,311
General Fund Capital	162,159	19,768	1,000
Capital	66,129	7,652	365
Debt	8,248	9,214	9,217
Internal Services	26,610	28,201	29,972
Water	30,551	26,881	27,425
Wastewater	49,468	26,153	22,370
Solid Waste	37,385	38,453	41,449
Storm Drain	630	724	744
Airport Enterprise	2,619	2,304	2,402
Transit	15,449	18,612	8,859
TOTAL EXPENDITURES	**645,600**	**387,767**	**346,542**

Proposed FY 2025/26 General Fund Annual Operating and Capital Budget

The General Fund forecast presented on April 1, 2025, includes a short-term inflation factor of 3% for expenses, tapering to 1–2% in the long term. This assumption is intended to preserve the City's current purchasing power. However, due to ongoing inflationary pressures and supply chain disruptions, actual increases in non-personnel costs may exceed the projected 3%. As a result, the City could experience higher-than-anticipated expenses, potentially reducing overall purchasing power. Given that the cost of goods and services has historically grown faster than City revenues—largely due to regulatory limitations—staff will continue to closely monitor inflation trends and assess their impact on a quarterly basis.

Below is the table from the April 1, 2025, forecast that provided the financial framework for the General Fund budget process.

(In millions)

	Projected	Proposed	Forecast	Forecast	Forecast	Forecast
	FY25	FY26	FY27	FY28	FY29	FY30
Revenues	$159	$160	$165	$168	$165	$161
Expenditures	$147	$159	$164	$168	$165	$161
Surplus/Deficit	**$12**	**$1**	**$1**	**$0**	**$0**	**$0**

Budget and Fiscal Sustainability Funding Planning

The City employs a set of fiscal sustainability strategies designed to reduce future liabilities and address deferred maintenance. At the March 10, 2025, Finance Committee (Committee) meeting, the Committee directed staff to return with potential options for amending these strategies, for further discussion and possible recommendation to the Council as part of the FY 2025–26 budget process. On April 29, 2025, staff reviewed the existing strategies with the Committee and, based on the feedback received, presented proposed amendments—including the introduction of two new categories, Public Safety Facilities and Deferred Building Maintenance at the May 27, 2025, meeting.

At the June 3, 2025, City Council meeting, the following recommended Fiscal Strategies for funding in FY2025-26 were accepted by council:

On-Going Revenue/(Expenses)	FY 2025/26	FY 2026/27	FY 2027/28
General Fund Revenues	$149,130	$152,925	$156,325
CalPERS pre-fund	500	513	524
Retiree Medical pre-fund	-	-	-
Public Safety Facilities	11,000	11,280	11,531
Building Maintenance-Deferred	500	513	524
Road Improvements-Deferred Maintenance	2,500	2,564	2,621
Parks -Deferred Maintenance	1,000	1,026	1,048
City Services and Program Increase	2,000	2,051	2,097
Annual Budget Increase	$17,500	$17,947	$18,345

The strategies are forecasted to remain in place for the next three fiscal years, through FY2027-28. By prioritizing funding for Public Safety facilities, the City could accumulate over $30M towards these facilities in the three-year time period.

The following is a summary of the General Fund Budget amended for FY 2024/25, proposed for FY 2025/26, and forecasted for FY 2026/27 that includes the above-mentioned policies. See attachment B for additional detail.

Proposed Revenues and Expenditures for the General Fund

REVENUES (in thousands)	FY24/25 (amended)	FY25/26 Proposed	FY26/27 Forecasted
Property Tax	$ 34,604	$ 35,879	$ 36,848
Sales Tax	80,672	82,525	84,753
Sales Tax - Measure V	12,026	11,908	11,908
Other Taxes	6,207	6,937	7,124
Other Revenues	26,001	23,789	24,200
TOTAL REVENUES	$ 159,510	$ 161,038	$ 164,833

EXPENDITURES (in thousands)	FY24/25 (amended)	FY25/26 Proposed	FY26/27 Forecasted
Personnel	$ 61,867	$ 71,718	$ 74,935
Contracted Services	34,909	34,298	35,472
Supplies & Equipment	3,478	3,019	3,043
Utilities	2,302	3,299	3,388
Internal Service Charges	14,871	17,164	17,632
Capital	980	124	-
Other Payments	691	809	817
TOTAL EXPENDITURES	$ 119,098	$ 130,431	$ 135,287
Transfers In	$ 10	$ 10	$ 10
Transfers Out	(25,681)	(29,794)	(30,625)
Transfers Out: Measure V Capital	(6,597)	(4,761)	(4,646)
Total Net Transfers In/Out	$ (32,268)	$ (34,545)	$ (35,261)
Total Change	8,144	(3,938)	(5,715)

Council Fund Committed Reserve Policy

As part of the annual budget adoption the Emergency (17%) and Budget Stabilization (13%) reserves are established. This is determined from the annual budget for operating expenditures and recurring transfers out as shown in the following summary tables for FY2025/26 (additional detail provided in attachment B):

Transfers (in thousands)	2026 Proposed Budget
Transfers In	10
Transfers Out:	(5,198)
Transfers Out: Debt Service	(5,828)
Total Recurring Transfers	(11,016)
Measure V Capital	(4,761)
Capital	(18,768)
Total Capital Transfers	(23,529)
Total Transfers	(34,545)

The following table provides detail of the categorizes for the General Fund Reserve balance estimated for FY2025/26:

Use of Reserves	2026 Proposed Budget
Prior Year Reserves	82,523
Non-Spendable	6,989
Restricted	14,436
Committed	24,046
Assigned	18,410
Unassigned	14,702
	78,583

1) *Non-Spendable are pre-paid items for the next fiscal year*
2) *Restricted items include, 115 Pension Trust (related to CalPERS), and Medical Leave Balances*
3) *Committed – Contingency/Emergency Reserves (17%)*
4) *Assigned – Economic/Budget Stability Reserves (13%), Animal Control Trust, and Prior Years budgetary carryovers*

As outlined in the Five-Year Forecast, the General Fund is projected to maintain an unassigned surplus in the reserve fund balance over the next three fiscal years. However, several important factors should be considered when evaluating these projections. The City is currently engaged in negotiations with all bargaining units, and final personnel costs have yet to be determined. For budgeting purposes, a 2.7% increase—based on the Bay Area Consumer Price Index's 12-month change for 2025—was applied. With the inclusion of current fiscal strategies, any revisions adopted by Council may also have potential impacts on the fund balance.

FY 2025/26 Proposed Annual Operating and Capital Budget Personnel and Programs

In developing the FY 2025/26 budget, staff collaborated with the Finance Committee, a subcommittee consisting of two Council members. On March 10, 2025, staff presented the five-year financial forecast to the full Council. Subsequently, on April 29, 2025, proposed operating augmentations were reviewed with the Committee. On May 27, 2025, staff presented the proposed FY 2025/26 Annual Budget, which included recommended General Fund allocations for Capital Improvement Projects. A budget workshop was also held with the City Council to review the proposed FY 2026 Capital Budget and the five-year FY 2026–2030 Capital Improvement Plan.

This budget includes funding for additional positions requested by various departments. The proposed funded positions are existing job classifications and already reflected on the Master Salary Schedule. See Attachment C for a summary table of all the position control roster changes being proposed.

A full listing of all the FY 2025/26 positions (including historical staffing levels) can be found in the digital budget book within each department budget. A separate Resolution is included in this agenda packet for the City Council to approve these additional positions and authorize the Budget Officer to make changes to the position control roster.

The total personnel requested for funding for FY2025/26 are requested are in the following table:

FY 2025/26 Proposed Annual Operating and Capital Budget Personnel					
Department	**Division**	**Position**	**Funding Source**	**General Fund**	**Other Fund**
Human Resources	Human Resources	HR Analyst	General Fund (70%) & Other Funds (30%)	143,896	61,669
Parks, Recreation & Community Services	Parks Maintenance	Operations Supervisor	General Fund	204,808	
Parks, Recreation & Community Services*	MGRC*	Administrative Assistant	Measure V	71,500	
Parks, Recreation & Community Services*	MGRC*	(2) Recreations Coordinators	Measure V	162,313	
Parks, Recreation & Community Services*	MGRC*	Maintenance Worker	Measure V	80,136	
Parks, Recreation & Community Services*	MGRC*	Senior Building Maintenance Worker	Measure V	70,424	
Police Department	Operations	Public Safety Dispatcher	General Fund	172,794	
Public Works	PW Streets	Operations Supervisor	General Fund	202,018	
Public Works	Utility Maintenance	Senior Laboratory Technician	Water (25%) & Wastewater (50%)		173,661
Public Works	Utility Maintenance	(2) Senior Utility Mechanic	Water (50%) & Wastewater (50%)		395,054
Public Works	Engineering	(2) Senior Construction Inspectors	Engineering Fees		237,274
				1,107,889	**867,658**
				Total:	**1,975,547**

** MGRC - Staffing requests are for 6 months funding for FY26, this is in preparation of the MGRC opening Summer 2026*

Citywide across all funds there was $6.6 million in augmentations, see Attachment D for additional details for all budget augmentations included in the FY2024/25 budget.

Total Request Amount	Other Fund On-Going	Other Fund One-Time	General Fund Ongoing	General Fund One-Time
$ 5,548,292	$ 2,536,510	$ 436,995	$ 2,112,487	$ 462,300

City Council Travel Budget

The City Council adopted a new travel policy for elected and Council appointed officials on April 18, 2023. The City Council approved through Reso 2023-195 allocations of $20,000 per Council Member and $30,000 for the Mayor for a total of $110,000. The Travel Policy requires adoption of a travel budget per Council Member as well as an allocation of such budgeted funds amongst the individual Councilmembers. A separate Resolution is included in this agenda packet for the City Council to approve the FY2025/26 travel budget at $20,000 per Council Member and $30,000 for the Mayor for a total of $110,000.

Measure V Sales Tax

Measure V Sales Tax proposed revenues for FY2025/26 total $12 million. Operating expenses total $2.4m, this includes staffing and operational expenses for Legacy Fields and MGRC. Total debt service payments for both Lease Revenue Bonds total $4.8m. With the cities commitment of $55m to the Aquatic Center fulfilled, the next priority project is the Nature Park with an estimated cost of $8m the project would be fully funded in FY2026. The next project to accumulate funding for would then be the Ritter Family Ball Park.

The following table provides a summary of proposed revenue and expenses for Measure V in FY2025/26. See Attachment E for a complete updated Measure V forecast.

	FY 24/25 Amended Budget	FY 25/26 Proposed Budget	FY 26/27 Projected Budget
REVENUES			
Measure V Sales Tax	12,025,694	11,908,065	12,268,961
Total Revenues	**12,025,694**	**11,908,065**	**12,268,961**
EXPENSES			
Operations			
Staffing	1,439,802	2,108,480	2,577,683
Legacy Operations	333,746	251,320	258,860
MGRC Operations*			1,100,000
	1,773,548	2,359,800	3,936,543
Debt Service Payments			
Debt Service - Bond Legacy	1,657,125	1,653,875	1,653,500
Debt Service - Bond MGRC	2,087,330	3,127,138	3,128,888
	3,744,455	4,781,013	4,782,388
Transfers Out to Measure V Capital			
78054-Aquatic Center	137,369	-	-
78186-Nature Park	6,370,322	629,678	-
78187-Ritter Family Ball Park	-	4,137,574	3,550,030
	6,507,691	4,767,252	3,550,030
Total Expenses	**12,025,694**	**11,908,065**	**12,268,961**

Capital Improvement Program

Continuous evaluation of capital improvement needs is crucial for effective budget planning and infrastructure development. In the current planning phase for the FY 2025/26 budget, staff has focused on updating projects and identifying funding requirements for the upcoming fiscal year.

A total of $18.8 million will be funded from General Fund for FY2025/26, this includes the new categories added to the Fiscal Strategies (see attachment F for project details).
The following table is a list of projects requested from the general fund for FY2025/26:

Request Title	Requested	Fiscal Strategies	Capital Projects	Total Funding
Building Maintenance - Deferred	500,000	500,000		500,000
Public Safety Facilities	11,000,000	11,000,000		11,000,000
Streets Maintenance - Deferred	2,500,000	2,500,000		2,500,000
Parks Maintenance - Deferred	1,000,000	1,000,000		1,000,000
Arterial Landscaping Tree Maintenance Removal - Annual Program	721,500		721,500	721,500
Road Improvements (PW Streets) Annual Program	650,000		650,000	650,000
Computerized Maintenance Management System Software and Implementation	856,000		856,000	856,000
Police Radio Replacement	675,000		675,000	675,000
50/50 Annual Sidewalk Replacement Program	200,000		200,000	200,000
71078-Radio Tower Fire Station #96/#92	150,000		150,000	150,000
71124-City of Tracy Apparatus Replacement (SSJCFA)	515,000		515,000	515,000
	18,767,500	15,000,000	3,767,500	18,767,500

Committed Fund Balances (GASB 54) for Fiscal Year Ending June 30, 2025
In preparation for closing fiscal year ending June 30, 2025, staff reviews estimated fund balances and designates funds that have been committed for use in future periods. The fund balance policy requires that the City Council take formal action prior to the end of the fiscal year to commit fund balances of governmental funds. This item requests Council to approve the committed fund balances for fiscal year ending June 30, 2025. Upon Council approval, these funds will be appropriated to the next fiscal year in FY 2025/26, General Fund $680,846. Staff recommends adoption of the Committed Fund Balances for fiscal year ending June 30, 2025. (See Attachment G for details)

Annual Adjustment to Appropriations Limit (Gann Limit)
Article XIIIB of the California Constitution, informally known as the Gann Appropriations Limit, limits the total amount of appropriations in any fiscal year derived from the “proceeds of taxes.” The article further provides that appropriations from designated reserve funds are not appropriations from the proceeds of taxes. Additionally, appropriations from sources other than taxes are not controlled by the limit.

Each year, the California Department of Finance releases the inflation and population adjustment factors used to calculate the Appropriations Limit for the upcoming fiscal year. For FY 2025–26, the City of Tracy’s calculated Appropriations Limit is $102 million. Appropriations subject to the limit for the same period are estimated at $101.8 million, placing the City

$192,000 below the allowable threshold. Staff recommends adoption of the Annual Appropriations Limit Adjustment, as required under Article XIIIB of the California Constitution, to formally establish the limit for FY 2025/26. (Refer to Attachment H for the calculation.)

FISCAL IMPACT

The FY 2025/26 proposed operating and capital budget appropriations total approximately $388 million, including from $34.8 million in Transfers Between funds and capital improvements of $36 million. Each year, the City of Tracy must formally adopt, by resolution, the annual operating, debt, and capital financial plans of each entity and include appropriations presented to the City Council.

PUBLIC OUTREACH/ INTEREST

Staff provided a report on the proposed department augmentations, operational updates, proposed Capital Projects to the Tracy Finance Committee on April 29, 2025, and May 27, 2025, for feedback and direction. Staff facilitated a Capital Improvement Project public workshop with City Council on June 3, 2025, to further discuss the proposed project requests as part of the budget development process.

STRATEGIC PLAN

This agenda item supports Governance Strategic Goal 3: Ensure Short and Long-term Financial Sustainability.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy City Council take actions as follows 1) the City Council conduct a Public Hearing for City Council to receive and consider comments on the proposed Fiscal Year (FY) 2025/26 Annual Operating and Capital Budget, and upon conclusion, 2) adopt a resolution approving new positions for an annual aggregate cost of $1,975,547 and authorizing the budget officer to amend the city's position control roster for FY 2025/26, 3) adopt a resolution adopting the City of Tracy Fiscal Year 2025/26 annual operating and capital budget, reflecting additional positions approved through Resolution xxx, 4) adopt a Resolution for the FY2025/26 Fiscal Sustainability Strategies funding recommended by the Tracy Finance Committee to City Council, 5) adopt a Resolution approving the allocation of the Fiscal Year 2025/26 Travel Budget of the City Council Body pursuant to the Council's travel policy, 6) adopt a Resolution for committed fund balances (GASB 54) for Fiscal Year ending June 30, 2025 in compliance with statement 54 of the governmental accounting standards board, 7) adopt a Resolution establishing Fiscal Year 2025/26 appropriations limit pursuant to Article XIIIB of the California state constitution.

Prepared by: Felicia Galindo, Budget Officer

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

Approved by: Arturo Sanchez, Assistant City Manager

ATTACHMENTS

Attachment A – Budget Principles

Attachment B – General Fund Revenue and Expenses

Attachment C – FY2025-26 Staffing – Position Control Roster Changes

Attachment D – FY2025-26 Budget Augmentations

Attachment E - Measure V Forecast

Attachment F – FY2025-26 General Fund Projects

Attachment G – Committed Fund Balances for Fiscal Year Ending June 30, 2025

Attachment H – FY 2025-26 Appropriations Limit Calculation

Attachment I - Budget Message

Attachment J – FY2025-26 Annual Operating and Capital Budget Power Point Presentation

The City's Proposed FY 2025/26 Annual Operating and Capital Budget can be located at the City Clerk's Office in City Hall and on the City of Tracy Website. (Budget & Financial Documents and Policies | City of Tracy, CA)

City of Tracy

Budget Principles

The Council Financial Sustainability Ad Hoc Committee is recommending that the City Council establish a set of budget principles to guide future policy makers and staff to ensure the long-term financial sustainability of the City. The budget principles that are listed below reflect feedback provided by the Ad Hoc Committee and serve as a starting point for consideration in Tracy. The set that is ultimately approved by Council may result in new or updated Council policy.

Reviewed and discussed with the Tracy Financial Sustainability Council Ad Hoc Committee:

1. Ongoing expenditures should be supported by ongoing revenues.
2. Reserves and one-time revenues should not be used for ongoing expenditures on a continuous basis.
3. Any structural gap in a long-term financial forecast should be addressed in such a way that it is eliminated no later than the final year of the forecast (not to exceed 10 years).
4. Consistent with GFOA recommendations, the General Fund catastrophic reserve should be maintained at a minimum of 17% of annual operating revenue/expenditure, in addition to a budget stabilization reserve which should be maintained at a minimum of 13%.
5. When capital projects are considered, all associated costs - including annual operating expenses and any additional future costs - should be identified in order to properly assess future financial impacts.
6. Each enterprise fund should reflect the true cost of operations and be self-reliant upon fees and/or use rates paid by ratepayers.
7. Activities that are supported by user fees should be fully cost recoverable, except for Council-approved subsidized programs and events.
8. Private development should not be subsidized by public funds.
9. In general, it is preferred that discretionary General Fund revenues not be earmarked in order to allow for maximum flexibility when making funding decisions.
10. Budget development should be guided by a long-term financial plan proposed by the City Manager and adopted by the City Council and should include such considerations as the cost of deferred maintenance and unfunded liabilities.
11. Once adopted, annual budgets should be amended only when necessary and should identify a specific funding source for any new priorities.
12. Service level reductions will only be implemented if other strategies are not possible or cannot be achieved in a timely fashion.

Revenues (in thousands)	2022 Actual	2023 Actual	2024 Actual	2025 Projected Budget	2026 Proposed Budget	2027 Projected	2028 Projected
Property Tax	28,972	31,265	33,940	34,604	35,879	36,848	37,843
Sales Tax	62,095	63,236	84,996	80,672	82,525	84,753	86,449
Sales Tax - Measure V	13,017	10,488	12,111	12,026	11,908	11,908	12,027
Business License Tax	1,037	739	8,807	3,070	3,800	3,902	4,008
Cannabis Tax	-	-	481	1,137	1,137	1,168	1,199
Transient Lodging Tax	2,263	2,185	1,931	2,000	2,000	2,054	2,110
Charges for Services	12,710	13,476	12,791	13,882	12,128	12,417	12,690
Contributions	980	931	1,182	75	-	-	-
Fines and Forfeitures	168	195	191	170	169	169	169
Licenses and Permits	4,148	5,031	5,534	4,704	5,195	5,317	5,441
Other Revenues	369	773	1,126	295	295	295	295
Revenues From Other Agencies	2,360	3,809	4,287	2,874	2,002	2,002	2,002
Use of Money	(2,489)	1,522	4,267	4,000	4,000	4,000	4,000
Total Revenues	125,630	133,650	171,644	159,510	161,038	164,833	168,233

Expenses (in thousands)	2022 Actual	2023 Actual	2024 Actual	2025 Projected Budget	2026 Proposed Budget	2027 Projected	2028 Projected
Personnel	50,115	54,419	59,380	61,867	71,718	74,935	77,342
Contracted Services	6,216	10,835	10,144	16,534	14,508	14,692	14,871
Contracted Services - SSJCFA	15,993	15,681	16,840	18,375	19,790	20,780	21,819
Supplies & Equipment	1,564	2,688	3,244	3,478	3,019	3,043	3,089
Utilities	2,236	2,693	2,847	2,302	3,299	3,388	3,480
Internal Service Charges	7,532	11,244	12,858	14,871	17,164	17,632	18,112
Other Payments	697	1,222	875	691	809	817	824
Capital	379	1,650	2,274	980	124	-	-
Total Expenses	84,732	100,432	108,462	119,098	130,431	135,287	139,537

Transfers (in thousands)	2022 Actual	2023 Actual	2024 Actual	2025 Projected Budget	2026 Proposed Budget	2027 Projected	2028 Projected
Transfers In	70	931	202	10	10	10	10
Transfers Out:	(2,758)	(3,642)	(8,551)	(5,147)	(5,198)	(5,252)	(5,303)
Transfers Out: Debt Service	(1,121)	(2,672)	(2,676)	(4,775)	(5,828)	(5,838)	(5,863)
Total Recurring Transfers	(3,809)	(5,383)	(11,025)	(9,912)	(11,016)	(11,080)	(11,156)
Measure V Capital	(12,653)	(8,335)	(9,302)	(6,597)	(4,761)	(4,646)	(4,692)
Capital	(27,230)	(16,394)	(28,335)	(15,760)	(18,768)	(19,535)	(22,559)
Total Capital Transfers	(39,883)	(24,729)	(37,637)	(22,357)	(23,529)	(24,181)	(27,251)
Total Transfers	(43,692)	(30,112)	(48,662)	(32,269)	(34,545)	(35,261)	(38,407)
Change in Fund Balance	**(2,794)**	**3,106**	**14,520**	**8,142**	**(3,938)**	**(5,715)**	**(9,711)**

Use of Reserves	2022 Actual	2023 Actual	2024 Actual	2025 Projected Budget	2026 Proposed Budget	2027 Projected	2028 Projected
Prior Year Reserves	34,030	36,877	40,429	55,255	82,523	78,583	72,868
Non-Spendable	62	5,535	5,989	6,656	6,989	7,338	7,338
Restricted		3,596	9,434	13,936	14,436	10,448	10,460
Committed	14,689	16,489	19,919	21,189	24,046	24,882	25,618
Assigned	11,820	12,952	15,897	16,907	18,410	19,050	19,612
Unassigned	4,665	1,857	4,017	23,835	14,702	11,150	129
	31,236	40,429	55,255	82,523	78,583	72,868	63,157

FY 2025/26 Proposed Annual Operating and Capital Budget Personnel					
Department	**Division**	**Position**	**Funding Source**	**General Fund**	**Other Fund**
Human Resources	Human Resources	HR Analyst	General Fund (70%) & Other Funds (30%)	143,896	61,669
Parks, Recreation & Community Services	Parks Maintenance	Operations Supervisor	General Fund	204,808	
Parks, Recreation & Community Services*	MGRC*	Administrative Assistant	Measure V	71,500	
Parks, Recreation & Community Services*	MGRC*	(2) Recreations Coordinators	Measure V	162,313	
Parks, Recreation & Community Services*	MGRC*	Maintenance Worker	Measure V	80,136	
Parks, Recreation & Community Services*	MGRC*	Senior Building Maintenance Worker	Measure V	70,424	
Police Department	Operations	Public Safety Dispatcher	General Fund	172,794	
Public Works	PW Streets	Operations Supervisor	General Fund	202,018	
Public Works	Utility Maintenance	Senior Laboratory Technician	Water (25%) & Wastewater (50%)		173,661
Public Works	Utility Maintenance	(2) Senior Utility Mechanic	Water (50%) & Wastewater (50%)		395,054
Public Works	Engineering	(2) Senior Construction Inspectors	Engineering Fees		237,274
				1,107,889	**867,658**
				Total:	**1,975,547**

MGRC - Staffing requests are for 6 months funding for FY26, this is in preperation of the MGRC opening Summer 2026

FY 2025/26 Re-Allocated Positions			
Department	**Division**	**Old Position**	**New Position**
City Manager's Office	City Manager's Office	Management Analyst	Legislative Analyst
Finance	Finance	Senior Account Clerk	Accounting Technician
Public Works	Engineering	Senior Civil Engineer	Supervising Construction Instpector
Public Works	Engineering	Assistant Engineer	Management Analyst

Human Resources
HR Analyst
Funding Source: General Fund (70%) and Other Funds (30%)

Justification: This request is for an additional position in the Risk Management Division which currently has one dedicated analyst and part of a HR Technician. The Human Resources Department's Risk Management Division workload has increased significantly in the areas of liability claims and litigation, property claims and contract and insurance review over the last few years. To maintain a high level of service related to these critical functions in addition to the other risk related assignments including workers' compensation, reasonable accommodations, subrogation's and ensuring risk management compliance with evolving regulations.

Parks, Recreation & Community Services
Operations Supervisor Parks Maintenance
Funding Source: General Fund

Justification: Currently there are two supervisors for Parks Maintenance, one supervisor manages 15 sports field staff, while another oversees 19 staff, a landscape contractor, and a growing area from NEI to Tracy Hills—exceeding manageable capacity. A temporary Out-of-Class assignment has been ineffective. Adding a third Operations Supervisor will improve contractor oversight, staff supervision, training, inspections, data tracking, response times, project management, and overall park maintenance efficiency.

(1) Administrative Assistant, (2) Recreations Coordinators, (1) Maintenance Worker, (1) Senior Building Maintenance Worker, Part Time Hours Rec Staff
Funding Source: General Fund – Measure V

Justification: These positions are essential to support increased service levels at the new 50,000 sq. ft. MGRC, enabling seven-day programming. They will enhance events, rentals, and new leagues (e.g., basketball, volleyball, pickleball) during evenings and weekends. Positions will be filled in Winter/Spring 2026 to support planning and launch. Additional part-time staff will be requested in FY 26/27 for daily operations.

Police
Public Safety Dispatcher
Funding Source: General Fund

Justification: Tracy's population and police staffing have grown, but dispatcher staffing has remained unchanged at 17 positions, covering a 24/7 call center with only 2 dispatchers on duty at a time. This results in frequent overtime and 16-hour shifts, especially during events, holidays, or absences. Rising call volumes and increased demands from 106 officers and support personnel now require raising on-duty minimums to 3 dispatchers. A recent APCO International study recommends 18 positions for a center of Tracy's size—currently, only 17 are allocated.

Public Works
Operations Supervisor Streets
Funding Sources: General Fund

Justification: Adding a supervisor for the roadway and sidewalks divisions will improve oversight, staff development, and work quality. Closer supervision ensures faster issue resolution, better maintenance, enhanced safety, and long-term cost savings through more efficient operations and preventative care.

Senior Laboratory Technician
Funding Source: Water (25%) & Wastewater (50%)

Justification: Adding a senior lab technician will enhance lab operations, improve testing accuracy and efficiency, and support water and wastewater sampling. Their expertise will drive better methodologies, ensure regulatory compliance, and strengthen environmental monitoring and service delivery.

(2) Senior Utility Mechanic
Funding Sources: Water (50%) & Wastewater (50%)

Justification: The Senior Utility Mechanic will provide field guidance, support employee development, and enhance succession planning. As workload and equipment demands grow, this role ensures faster, more efficient complex repairs, reducing service interruptions and generating cost savings for the community.

(2) Senior Construction Inspectors
Funding Source: Engineering Fees

Justification: The Senior Construction Inspectors positions are essential to maintain service levels amid increasing capital project workloads. These positions will expand field presence, improve oversight of contractors, and reduce delays caused by inspection bottlenecks. This supports consistent, high-quality infrastructure development and aligns with strategic goals for operational excellence and reliable public services

FY2025-26 Budget Augmentations

Dept	Augmentation Title	Total Request Amount	Other Fund On-Going	Other Fund One-Time	General Fund Ongoing	General Fund One-Time
City Manager's Office	Increase PT Hours	35,000	13,650		21,350	
City Manager's Office	Copy Machine	20,500		7,995	12,505	
City Manager's Office	Increase Tracy Arts Commission Budget	15,000	2,550		12,450	
Community & Economic Development	Economic Development - Office services - Increased marketing collateral	25,000			25,000	
Community & Economic Development	Increase to Economic Development Travel & Training	25,000			25,000	
Community & Economic Development	Increase to Planning Commission Travel	5,000	5,000			
Community & Economic Development	Purchase of Building Inspector Trailer	97,500		97,500		
Human Resources	(1) HR Analyst	205,565	63,725		141,840	
Innovation & Technology	Increase in Software purchases	795,000	90,850	92,000	304,150	308,000
Parks, Recreation & Community Services	increase in Recreation PT Hours	36,000	7,200		28,800	
Parks, Recreation & Community Services	(1) Operations Supervisor	204,808			202,008	2,800
Parks, Recreation & Community Services	(1) Ford Explorer - Operations Supervisor	57,700			55,500	2,200
Parks, Recreation & Community Services - MGRC Measure V	(1) Administrative Assistant, (2) Recreations Coordinators, (1) Maintenance Worker, (1) Senior Building Maintenance Worker, Part Time Hours Rec Staff	470,372			470,372	
Police Department	Animal Services - Increase to for increase medical & supplies	25,000			25,000	
Police Department	Animal Services - Spay/Neuter Program	16,200			16,200	
Police Department	Axon Fleet 3	74,000			74,000	
Police Department	Increase towards Training	100,000			100,000	
Police Department	Increase towards Fleet Collision repairs	50,000			50,000	
Police Department	Digital Evidence-Network Area Storage	75,000				75,000
Police Department	(1) Public Safety Dispatcher	172,794			172,794	
Public Works	increase in Airport Fuel purchase and sales	268,000	268,000			

FY2025-26 Budget Augmentations

Public Works	increase in Airport Fuel purchase and sales	(268,000)	(268,000)			
Public Works	Increase for Transit Operating Contract	1,689,620	1,689,620			
Public Works	Engineering - Increase supplies & Training	40,500	40,500			
Public Works	Building Maintenance increase towards facilities maintenance	95,000	24,700		70,300	
Public Works	increase in supplies for Electrical Maintenance	95,000			95,000	
Public Works	(1) Operations Supervisor - Streets	208,318			202,018	6,300
Public Works	(1) Ford Ranger - Ops Supervisor Streets	76,200			8,200	68,000
Public Works	(1) Senior Laboratory Technician	175,161	173,661	1,500		
Public Works	(1) Ford Ranger - Senior Laboratory Technician	52,000	10,000	42,000		
Public Works	(2) Senior Utility Mechanic	401,054	395,054	6,000		
Public Works	(2) F350 Truck - Senior Utility Mechanic	210,000	20,000	190,000		
		5,548,292	2,536,510	436,995	2,112,487	462,300

	Revenues	Actuals FY2017 - FY2024	Budget FYE 2025	Projected FYE 2026	Projected FYE 2027	Projected FYE 2028	Projected FYE 2029	Projected FYE 2030	Projected FYE 2031
Revenue									
Measure V Local Sales Tax	248,103,074	82,256,272	12,025,694	11,908,065	12,268,961	12,391,651	12,515,567	12,640,723	12,767,130
	$ 248,103,074	**$ 82,256,272**	12,025,694	11,908,065	12,268,961	12,391,651	12,515,567	12,640,723	12,767,130
Expense/Actuals/Committed Funds									
Operations and Maintenance for Amenities:									
Finance									
.50 Senior Accountant	1,671,024	246,360	99,029	102,847	105,715	106,772	107,840	108,918	110,007
Parks & Recreation		-							
1.0 Parks Planning Development Manager	4,629,506	1,191,469	242,884	248,773	254,727	257,274	259,847	262,445	265,070
1.0 Parks Coordinator	3,242,529	76,858	223,088	228,772	234,620	236,966	239,336	241,729	244,147
PT Hours (Rec Management)	1,524,203	36,443	104,030	107,151	110,365	111,469	112,584	113,710	114,847
Legacy Fields Operations		-							
2.0 Senior Maintenance & 4.0 Maintenance Workers Parks	13,571,943	674,755	770,772	923,729	968,518	978,203	987,985	997,865	1,007,844
Operational Expenses	4,096,915	517,658	333,746	251,320	258,860	261,449	264,063	266,704	269,371
MultiGen Recreation Center		-							
1.0 Administrative Assistant	1,775,179	-	-	71,500	147,290	148,763	150,251	151,753	153,271
2.0 Recreation Coordinators	4,029,855	-	-	162,313	334,365	337,708	341,086	344,496	347,941
1.0 Maintenance Worker	1,748,452	-	-	70,424	145,072	146,523	147,988	149,468	150,963
1.0 Senior Building Maintenance Worker	1,886,196	-	-	75,972	156,501	158,066	159,647	161,243	162,856
PT Hours (Rec Management)	1,110,590	-	-	86,000	88,580	89,466	90,360	91,264	92,177
PT Hours (Maintenance)	400,329	-	-	31,000	31,930	32,249	32,572	32,898	33,226
Estimtated FY26 Opening	13,873,236	-	-	-	1,100,000	1,129,700	1,160,202	1,191,527	1,223,699
Aquatics Center		-							
Estimated FY29 Opening	23,082,304	-					2,300,000	2,362,100	2,425,877
Small Business Small Business Relief Grant	500,000	500,000							
Operational Expense Subtotal	77,142,261	3,243,543	1,773,548	2,359,800	3,936,543	3,994,609	6,353,760	6,476,121	6,601,294
Capital Projects In Progess:									
Aquatic Center									
Aquatic Center (CIP 78054)	55,000,000	54,862,631	137,369						
MultiGen Recreation Center									
MutiGen Recreation Center (CIP 78178)	4,000,000	4,000,000							
Future Projects: (not fully funded)									
Nature Park									
Nature Park (CIP 78186)	8,000,000	1,000,000	6,370,322	629,678					
Ritter Family Ball Park									
Ritter Family Ball Park (CIP 78187)	25,384,373	3,000,000		4,137,574	3,550,030	3,612,654	1,379,920	1,384,839	1,378,324
Completed Projects:									
Legacy Fields									
Legacy Fields land purchase	1,833,600	1,833,600							
Legacy Fields Sports Complex (CIP 78163)	3,662,068	3,662,068							
Legacy Fields Sports Complex (CIP 78164)	6,393,428	6,393,428							
Senior Center									
Senior Center Construction Contract (CIP 78155)	949,939	949,939							
Capital Project Expense Subtotal	105,223,408	75,701,666	6,507,691	4,767,252	3,550,030	3,612,654	1,379,920	1,384,839	1,378,324
Debt service:									
Lease Revenue Bond									
Legacy Fields (CIP 78185) 15 Year Bond	24,824,563	3,311,063	1,657,125	1,653,875	1,653,500	1,655,750	1,655,500	1,652,750	1,657,250
MultiGen Recreation Center (30 Year Bond)	39,627,356	-	2,087,330	3,127,138	3,128,888	3,128,638	3,126,388	3,127,013	3,130,263
Debt Expense Subtotal	64,451,919	3,311,063	3,744,455	4,781,013	4,782,388	4,784,388	4,781,888	4,779,763	4,787,513
Grand Total	**$ 246,817,587**	**$ 82,256,273**	**$ 12,025,694**	**$ 11,908,065**	**$ 12,268,961**	**$ 12,391,651**	**$ 12,515,568**	**$ 12,640,723**	**$ 12,767,130**
Projected Un-Committed	$ 1,285,487		-	*0*	*(0)*	*0*	*(0)*	*0*	*(0)*

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	Projected FYE 2032	Projected FYE 2033	Projected FYE 2034	Projected FYE 2035	Projected FYE 2036	Projected FYE 2037
Revenue						
Measure V Local Sales Tax	12,894,801	13,023,749	13,153,987	13,285,527	13,418,382	13,552,566
	12,894,801	13,023,749	13,153,987	13,285,527	13,418,382	13,552,566
Expense/Actuals/Committed Funds						
Operations and Maintenance for Amenities:						
Finance						
.50 Senior Accountant	111,108	112,219	113,341	114,474	115,619	116,775
Parks & Recreation						
1.0 Parks Planning Development Manager	267,720	270,398	273,101	275,833	278,591	281,377
1.0 Parks Coordinator	246,588	249,054	251,544	254,060	256,600	259,166
PT Hours (Rec Management)	115,995	117,155	118,327	119,510	120,705	121,912
Legacy Fields Operations						
2.0 Senior Maintenance & 4.0 Maintenance Workers Parks	1,017,922	1,028,101	1,038,382	1,048,766	1,059,254	1,069,846
Operational Expenses	272,064	274,785	277,533	280,308	283,111	285,942
MultiGen Recreation Center						
1.0 Administrative Assistant	154,803	156,351	157,915	159,494	161,089	162,700
2.0 Recreation Coordinators	351,421	354,935	358,484	362,069	365,690	369,347
1.0 Maintenance Worker	152,473	153,997	155,537	157,093	158,664	160,250
1.0 Senior Building Maintenance Worker	164,484	166,129	167,791	169,468	171,163	172,875
PT Hours (Rec Management)	93,098	94,029	94,970	95,919	96,879	97,847
PT Hours (Maintenance)	33,559	33,894	34,233	34,576	34,921	35,271
Estimtated FY26 Opening	1,256,738	1,290,670	1,325,518	1,361,307	1,398,063	1,435,810
Aquatics Center						
Estimated FY29 Opening	2,491,375	2,558,643	2,627,726	2,698,674	2,771,539	2,846,370
Small Business Small Business Relief Grant						
Operational Expense Subtotal	6,729,350	6,860,361	6,994,403	7,131,552	7,271,887	7,415,490
Capital Projects In Progess:						
Aquatic Center						
Aquatic Center (CIP 78054)						
MultiGen Recreation Center						
MutiGen Recreation Center (CIP 78178)						
Future Projects: (not fully funded)						
Nature Park						
Nature Park (CIP 78186)						
Ritter Family Ball Park						
Ritter Family Ball Park (CIP 78187)	1,385,439	1,376,376	1,376,446	1,370,712	1,364,482	67,577
Completed Projects:						
Legacy Fields						
Legacy Fields land purchase						
Legacy Fields Sports Complex (CIP 78163)						
Legacy Fields Sports Complex (CIP 78164)						
Senior Center						
Senior Center Construction Contract (CIP 78155)						
Capital Project Expense Subtotal	1,385,439	1,376,376	1,376,446	1,370,712	1,364,482	67,577
Debt service:						
Lease Revenue Bond						
Legacy Fields (CIP 78185) 15 Year Bond	1,653,875	1,657,500	1,653,000	1,655,250	1,654,000	1,654,125
MultiGen Recreation Center (30 Year Bond)	3,126,138	3,129,513	3,130,138	3,128,013	3,128,013	3,129,888
Debt Expense Subtotal	4,780,013	4,787,013	4,783,138	4,783,263	4,782,013	4,784,013
Grand Total	**$ 12,894,801**	**$ 13,023,750**	**$ 13,153,987**	**$ 13,285,527**	**$ 13,418,382**	**$ 12,267,079**
Projected Un-Committed	*0*	*(0)*	*0*	*(0)*	*0*	*1,285,487*

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

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.

Annual Pavement Management Plan - Funding Allocated towards deferred streets maintenance through the fiscal sustainability policy and is part of the Engineering Divisions annual pavement management plan funding.

Parks Maintenance Deferred - Funding Allocated towards deferred parks maintenance through the fiscal sustainability policy.

Arterial Landscaping, Tree Maintenance & Removal (LMD)- Annual Maintenance Project Pursuant to Prop 218, revenue generated from the assessed zones in the LMD should not be utilized to support efforts which are considered a general benefit to the public. Per the Engineer's LMD report, arterial roadways are considered a general benefit to the community as individuals, businesses, and non-profits utilize them for ease of transportation and connectivity throughout the community. This project will be able to address areas of concern with funding one-time, while staff is evaluating the gaps in current funding levels and will return to council later for discussion.

Road Improvements (Public Works Maintenance)- With the purchase of the new asphalt grinder, new projects are anticipated to generate an increase in overall supplies used. New asphalt and concrete will be installed more frequently as the year progresses. In the last twelve months, 3,493 service requests have been created, with 2,762 closed, leaving the remaining 731 requests compounding the already extensive backlog of deferred maintenance requests. With new equipment, staffing, and materials recently approved and the Division will be able to perform approximately 2.5-3.5 miles annually with an anticipated size of .35 miles per project. These roadway repairs are to include minor grinding, <1.5" overlays, seal coating, striping, and signage during the individual projects. The existing operating budget will be transferred into this project.

Computerized Maintenance Management System Software- This project involves the procurement, configuration, and implementation of a modern Computerized Maintenance Management System (CMMS) software to enhance the efficiency, transparency, and accountability of the City's maintenance management of assets. The CMMS will serve as a centralized digital platform for tracking, scheduling, and managing preventive and corrective maintenance of City-owned assets, including facilities, infrastructure, fleet, parks, and utilities. The new system will replace outdated, manual processes with real-time data access, mobile capabilities for field crews, automated work order generation, asset condition tracking, lifecycle cost analysis, performance reporting, and asset replacement. It will improve response time, extend asset lifespans, and support compliance with regulatory standards.

Police Radio Replacement - New mobile radios that would be compatible with the new system are the Motorola APX8500. We already have several dozen of this model in our inventory and would only need to purchase approximately 64. Our current portable radios, the Motorola APX6000, are not compatible with the new system and need to be upgraded to the Motorola APXNext.

50/50 Annual Sidewalk Replacement Program - This program will reduce trip and fall liability throughout the city by creating a partnership cost-sharing opportunities with the residents to repair sidewalks. This program will allow the City of Tracy to seek out and partner with property owners to help cover some of the costs associated with repairing and replacing identified and verified damaged sidewalks that they wish to repair on their own. This program aims to maintain safe and accessible pedestrian pathways throughout the City.

Radio Tower Fire Station #96/#92 – Additional funding is being requested for design, so they can seek outside funding for the project.

City of Tracy Apparatus Replacement (SSJCFA) - The City, as a member agency under the SSJCFA joint powers agreement, owns and maintains the fire engines at each of its respective fire stations. On December 21, 2021, the SSJFCA board adopted a resolution (2021-034) approving the apparatus replacement plan. This project is to accumulate funding for future replacements.

GASB 54 Comitted Fund Balances
for FY2024-25

Attachment G

Department	Fund Name	Vendor	Description	Balance
City Attorney	Central Administration	Aleshire & Wynder - Scope A-1	Ongoing Legal Services	17,027
City Attorney	Central Administration	Atkinson, Andelson, Loya Ruud and Romo	Ongoing Legal Services	28,788
City Attorney	Central Administration	Burke, Williams & Sorensen, LLP - Scope A	Ongoing Legal Services	63,918
City Attorney	Central Administration	Burke, Williams & Sorensen, LLP - Scope A	Ongoing Legal Services	21,969
City Attorney	Central Administration	Colantuono, Highsmith & Whatley, PC - Sc	Ongoing Legal Services	61,453
City Attorney	Central Administration	Colantuono, Highsmith & Whatley, PC - Sc	Ongoing Legal Services	8,231
City Attorney	Central Administration	Price Postel & Parma LLP	Ongoing Legal Services	8,506
City Attorney	Central Administration	Renne Public Law Group LLP	Ongoing Legal Services	61,637
Police Department	General Fund	Stanislaus County Sheriff's Department	Police Academy in progress	30,000
Police Department	General Fund	West Covina- Mark 43	PO pending- Contract renewal in process	253,000
Police Department	General Fund	CDWG	Project on-going	376
Police Department	General Fund	CDWG	Project on-going	45,710
Public Works	General Fund	72HR	New Vehicle Purchase, will not be received in cu	80,232
			Total General Fund	**680,846**

CITY OF TRACY
2025/26 Appropriations Limit Calculation

Description		Amount
2024-25	Appropriations Limit	$ 94,874,062
2025-26	City population	1.0073
2025-26	Per capita income	1.0674
2025-26	**Appropriations Limit**	**$ 102,007,834**

2025/26 Projected Tax Revenues

Description	Amount
Property Taxes	$ 34,124,300
Sales & Use Tax	82,525,200
Sales & Use Tax - Measure V	11,908,100
Transient Occupancy Tax	2,000,000
Franchise Fees	2,969,100
Business License Tax	3,800,000
Real Property Transfer Tax	1,754,200
Interest Earnings	4,000,000

2024-25 Projected Qualifying Expenses

Exemptions		
Debt Service	(5,828,000)	
Qualified Capital Outlays	(35,437,100)	
Appropriations Subject to Limitation		**$ 101,815,800**
Margin		**$ 192,034**

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

CITY MANAGER'S OFFICE

MAIN 209.831.6000
FAX 209.831.6120
www.cityoftracy.org

June 17, 2025

Honorable Mayor and City Council,

It is with great care and strategic planning that we present the City of Tracy's Adopted Budget for Fiscal Year 2025–26. This budget reflects our city's continued commitment to responsible financial management, responsive public service delivery, and long-term investment in infrastructure, economic development, and community well-being.

City staff worked in close collaboration with the Finance Committee, a two Council member subcommittee, to develop a balanced and strategic FY 2025–26 budget that reflects the City's priorities. The Finance Committee met in March, April, and May 2025 to review the City's five-year financial forecast, departmental augmentation requests, capital improvement projects, and fiscal sustainability strategies. This collaborative process ensured that the budget aligns with both current operational needs and long-term goals. On April 1, 2025, staff presented the five-year forecast to Council. On June 3, 2025, a workshop was conducted with the City Council to review the Capital Improvement Plan for the upcoming FY2025-26 budget.

The City's budget was developed in alignment with the following City Council strategic priorities:

Economic Development – To enhance the competitiveness of the City while further developing a strong and diverse economic base.

Public Safety – To enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education, and prevention, intervention, and suppression services that meet the needs of Tracy residents.

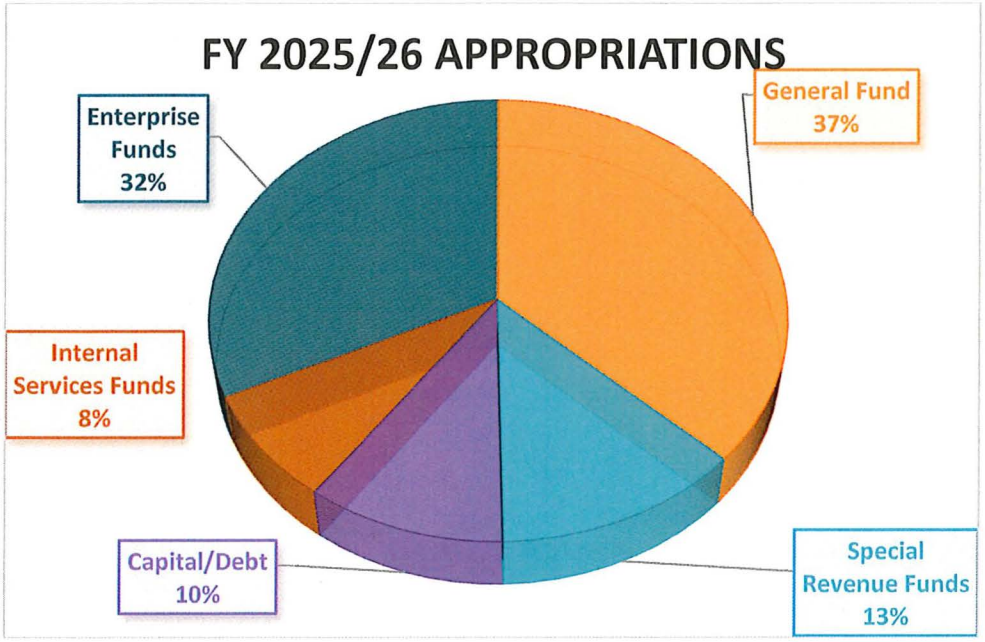
Quality of Life – To provide an outstanding quality of life by enhancing the City's amenities, business mix and service, and cultivating connections to promote positive change and progress in our community.

Governance – To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance engagement and transparency for the betterment of the community. The proposed Operating and Capital Budget for Fiscal Year 2025–26 totals $388 million, with $130 million allocated through the General Fund. Included within the General Fund is revenue

from Measure V—a voter-approved half-cent general sales tax—designated to support the construction, operation, and enhancement of vital community amenities.
This budget serves as the City's comprehensive financial blueprint for the upcoming fiscal year. It prioritizes responsible investments that align with community needs and advance City Council initiatives. Core services remain central to this plan, including public safety, the maintenance of parks, roads, and streets, as well as programs aimed at supporting individuals experiencing homelessness.

FY 2025-26 Proposed Budget

General Fund	$130,430,925
Special Revenue Funds	44,817,153
Capital/Debt	36,333,309
Internal Service Funds	28,201,336
Enterprise Funds	113,108,006
Total Expenditures (without transfers)	352,890,729
Transfers Between Funds	34,876,690
Total Expenditures (with transfers)	$387,767,419



The FY2025-26 proposed operating and capital budget reflects an overall decrease of $1.4 million dollars from the FY2024-25 adopted operating and capital budget. The budget reflects a reduction in capital expenditures, with major projects appropriated in the prior fiscal year, such as the Multi-Generational Recreation Center still under construction. Increases to operational

costs reflect the addition of 14 new positions citywide, as well as inflationary expenses to maintain the City's buying power. The City is currently engaged in labor negotiations with all bargaining units. Impacts to the budget related to labor negotiations will be captured in the first quarter budget amendments.

Also included in the FY 2025-26 Operating budget is the continuation of the City Council's fiscal sustainability strategies totaling $17.5 million. In the proposed budget, the strategies represent 12% of the General Fund revenues, less Measure-V sales tax and transfers in. Through work with the Finance Committee, the FY2025-26 Fiscal Sustainability Strategies have been updated to include two new categories, Public Safety Facilities and Deferred Building Maintenance. The updated strategies prioritize funding for Public Safety facilities. The strategies are forecasted through FY2027-28 and are reviewed and readopted with the budget annually. Continuing to prioritize funding for Public Safety facilities could result in over $30 million allocated over the next three years.

Fiscal Sustainability Strategies	FY25/26
CalPERS Pre-funding	$0.5M
Road Improvements - Deferred Mtc.	$2.5M
Building Maintenance - Deferred	$0.5M
Public Safety Facilities	$11.0M
Parks - Deferred Mtc.	$1.0M
City Services and Program Increase	$2.0M
Total	**$17.5M**

ECONOMIC INDICATORS

Tracy's economy continues to demonstrate stable, consistent growth, underpinned by a diverse mix of industries including logistics, manufacturing, retail, and small business. The City's strategic location between the Bay Area and Central Valley remains a major driver of both business and residential expansion, offering a unique blend of affordability, accessibility, and opportunity.

Over the past decade, our city has evolved, with a population now exceeding 100,000 and a diverse economic base, Tracy remains an attractive destination for families, businesses, and investors alike.

With strong transportation connections—such as the ACE rail line and the planned Valley Link extension—Tracy is increasingly integrated with the Tri-Valley and Silicon Valley employment

centers. Ongoing investment in downtown revitalization and community amenities further position Tracy as a desirable place to live, work, and play.

Tracy is home to more than 4,000 businesses, the majority of which are small enterprises that form the backbone of the local economy. In addition to a strong presence of supply chain and e-commerce operations in its business parks, the city has seen consistent job growth over the past three years. By June 2024, total employment reached a record high of 46,500. Tracy's unemployment rate stands at 4.6%—lower than both the county and state averages—and the city's median household income is $118,253.

The housing market remains healthy, showing year-over-year growth supported by strong demand. As of May 2025, Tracy has 30,610 completed housing units. The median home price is approximately $700,000, reflecting a slight decrease from $710,000 the previous year, consistent with regional market adjustments. Due to limited inventory in the resale market, new home construction continues to be the dominant driver of residential sales.

The City's Economic Development Division remains focused on implementing the Economic Development Strategic Plan—a ten-year roadmap designed to expand and protect Tracy's tax base. Key priorities include attracting new retail amenities, supporting small businesses, and fostering partnerships with advanced industries. Tracy is proud to be home to the nation's first net-zero Taco Bell, featuring solar carports and electric vehicle charging stations.

Hotel and tourism-related development continues to expand. Projects currently in planning or construction include Marriott Courtyard, Tru by Hilton, Extended Stay America Premier Suites, Candlewood Suites, Hilton Garden Inn, and the Cambria Hotel and Event Center. These developments are expected to generate increased Transient Occupancy Tax revenues and support regional tourism. Additional planned facilities, such as Tracy Assisted Living and Memory Care, are further contributing to the city's evolving service landscape.

Tracy continues to emerge as a regional leader in innovation, entrepreneurship, and sustainability. With new investments in green and clean technology and an expanding retail landscape—including the anticipated arrival of Crunch Fitness, Trader Joe's and Sprouts—Tracy is positioning itself as a forward-looking community that balances growth with livability.

FISCAL HIGHLIGHTS AND CHALLENGES

Tracy's housing market remains an attractive option for Bay Area residents seeking greater affordability without compromising quality of life. The City continues to see strong activity in new residential construction, offering home prices significantly lower than those found in neighboring Bay Area communities. Tracy's prime location along key transportation corridors—including Interstate 205 and the Altamont Corridor Express (ACE) rail line—provides efficient commuter access to Silicon Valley and the broader Bay Area, making it an ideal location for both residents and businesses. Meanwhile, commercial and industrial real estate activity

continues to show moderate but steady growth. Given the typical 12- to 18-month lag in property tax revenues relative to market conditions, the City anticipates a modest slowdown in real estate activity, with projected property tax revenue increasing by approximately $1.3 million in FY 2025–26.

The City collects a 10% Transient Occupancy Tax (TOT), also known as the hotel tax. With several additional hotels in the planning or construction phase that are expected to open in future years, the City anticipated to see TOT revenue grow. The FY2025-26 budget projects $1.1M in TOT revenues. As the new hotels come online and the City invests in amenities such as the Multi-Generational Recreation Center and Legacy Fields, aimed to bring sports tourism to Tracy, TOT will continue to grow in future years.

Additionally, Cannabis tax is an overlay component of the Business License tax classifications. The City Council and voters approved a Cannabis Tax in 2020, which provided a 6% gross receipts tax on retail, distribution, and manufacturing in a square foot tax on cultivation. In July 2023, the City's first Cannabis based business opened its doors. There are currently five Cannabis based businesses open in Tracy. It is projected that revenues from the City's Cannabis tax will reach $1.1M in FY2025-26.

While many California cities are experiencing declines in sales tax allocations due to factors such as rising interest rates, inflation, and shifts in consumer spending, the City of Tracy continues to see an increase in sales tax revenue. The proposed FY2025-26 budget projects an increase to sales tax of $1.9 million. This positive trend is largely attributed to Tracy's strategic positioning within the e-commerce and supply chain sectors. The city's infrastructure, including its proximity to major highways, has facilitated the establishment of large distribution centers by online retailers. These centers generate significant sales tax revenue, which is retained locally under California's Bradley-Burns Uniform Local Sales and Use Tax Law. This strategic focus on logistics and distribution has positioned Tracy as a key player in the state's supply chain network, enabling it to capitalize on the growing demand for e-commerce fulfillment. As a result, Tracy continues to attract investment and development in the logistics sector, contributing to its economic resilience amid broader statewide challenges.

The City is also tracking anticipated changes to statewide sales tax allocation related to ecommerce. In 2022, the California Department of Tax and Fee Administration (CDTFA) published a study related to sales tax specific to e-commerce, which reviewed the impacts of changing the method of sales tax allocation from the point of fulfillment to the point of delivery. The study showed that if this change occurred, the impact to the City would be 25% or greater from the City's current allocation, which could equate to $20-40 million. Sales tax is the main driver of General Fund revenues, with an anticipated $82.5M expected in FY2025-26.While no decision has been made, staff is tracking possible changes and their impacts. In anticipation of this change, the City has been utilizing the previously mentioned fiscal sustainability strategies to pay down future liabilities, fund deferred maintenance and make

one-time investments in City services and programs so that as any changes to sales tax occur, the City can pivot and reduce major impacts to essential City services.

LOOKING FORWARD

The proposed FY 2025–26 Operating and Capital Budget reflects the City Council's priorities, sustains essential core services, and positions the City to plan responsibly for the future—all while upholding our strong financial foundation.

In a time marked by economic uncertainty, the City remains committed to implementing its fiscal sustainability strategies. These include proactively reducing long-term liabilities, addressing deferred maintenance, and investing in public safety facilities and key City services to ensure we remain resilient in the face of future challenges.

As your City Manager, I am proud to present a proposed budget that aligns with the vision set forth by the City Council—one designed to serve and benefit all Tracy residents, both now and into the future.

Sincerely,

Midori Lichtwardt
City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING NEW POSITIONS FOR AN ANNUAL AGGREGATE COST OF $1,975,547 AND AUTHORIZING THE BUDGET OFFICER TO AMEND THE CITY'S POSITION CONTROL ROSTER FOR FY2025-26.

WHEREAS, On June 17th, 2025, the City Manager proposed the adoption of the Financial Plan, including the addition of (14) new positions, and (4) re-allocated positions attached to the Resolution as Exhibit A; and

WHEREAS, The City Council has reviewed the employee positions listed in the budget document and has considered authorizing the City Manager to fill those positions not specifically exempted, provided said positions have sufficient appropriations; and

WHEREAS, The Budget Officer will be adding (1) HR Analyst to the Human Resources position control roster, and

WHEREAS, The Budget Officer will be adding (1) Operations Supervisor, (1) Administrative Assistant, (2) Recreation Program Coordinators, (1) Maintenance Worker I/II, and (1) Senior Building Maintenance Worker to the Parks, Recreation & Community Services position control roster, and

WHEREAS, The Budget Officer will be adding (1) Public Safety Dispatcher I/II to the Police Departments position control roster, and

WHEREAS, The Budget Officer will be adding (1) Operations Supervisor, (1) Senior Laboratory Technician, (2) Senior Utility Mechanic's, and (2) Senior Construction Inspectors to the Public Works position control roster, and

WHEREAS, The Budget Officer will be deleting (1) Management Analyst II and adding (1) Legislative Analyst to the City Manager's position control roster, and

WHEREAS, The Budget Officer will be deleting (1) Senior Account Clerk and adding (1) Accounting Technician to the City Manager's position control roster, and

WHEREAS, The Budget Officer will be deleting (1) Senior Civil Engineer and adding (1) Supervising Construction Inspector to the Public Works position control roster, and

WHEREAS, The Budget Officer will be deleting (1) Assistant Engineer and adding (1) Management Analyst I/II to the Public Works position control roster, and

now, therefore, be it

RESOLVED: That the City Council of the City of Tracy approves the positions set forth in Exhibit 1; and be it

FURTHER RESOLVED: That the City Council hereby authorizes the Budget Officer to amend the City's Position Control Roster for Fiscal Year 2025/26 to reflect the positions set forth in Exhibit 1.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 17th 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. QUNITANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBITS:
Exhibit 1: FY2025-26 Staffing – Position Control Roster Changes

FY 2025/26 Proposed Annual Operating and Capital Budget Personnel					
Department	**Division**	**Position**	**Funding Source**	**General Fund**	**Other Fund**
Human Resources	Human Resources	HR Analyst	General Fund (70%) & Other Funds (30%)	143,896	61,669
Parks, Recreation & Community Services	Parks Maintenance	Operations Supervisor	General Fund	204,808	
Parks, Recreation & Community Services*	MGRC*	Administrative Assistant	Measure V	71,500	
Parks, Recreation & Community Services*	MGRC*	(2) Recreations Coordinators	Measure V	162,313	
Parks, Recreation & Community Services*	MGRC*	Maintenance Worker	Measure V	80,136	
Parks, Recreation & Community Services*	MGRC*	Senior Building Maintenance Worker	Measure V	70,424	
Police Department	Operations	Public Safety Dispatcher	General Fund	172,794	
Public Works	PW Streets	Operations Supervisor	General Fund	202,018	
Public Works	Utility Maintenance	Senior Laboratory Technician	Water (25%) & Wastewater (50%)		173,661
Public Works	Utility Maintenance	(2) Senior Utility Mechanic	Water (50%) & Wastewater (50%)		395,054
Public Works	Engineering	(2) Senior Construction Inspectors	Engineering Fees		237,274
				1,107,889	**867,658**
				Total:	**1,975,547**

MGRC - Staffing requests are for 6 months funding for FY26, this is in preperation of the MGRC opening Summer 2026

FY 2025/26 Re-Allocated Positions			
Department	**Division**	**Old Position**	**New Position**
City Manager's Office	City Manager's Office	Management Analyst	Legislative Analyst
Finance	Finance	Senior Account Clerk	Accounting Technician
Public Works	Engineering	Senior Civil Engineer	Supervising Construction Instpector
Public Works	Engineering	Assistant Engineer	Management Analyst

Human Resources
HR Analyst
Funding Source: General Fund (70%) and Other Funds (30%)

Justification: This request is for an additional position in the Risk Management Division which currently has one dedicated analyst and part of a HR Technician. The Human Resources Department's Risk Management Division workload has increased significantly in the areas of liability claims and litigation, property claims and contract and insurance review over the last few years. To maintain a high level of service related to these critical functions in addition to the other risk related assignments including workers' compensation, reasonable accommodations, subrogation's and ensuring risk management compliance with evolving regulations.

Parks, Recreation & Community Services
Operations Supervisor Parks Maintenance
Funding Source: General Fund

Justification: Currently there are two supervisors for Parks Maintenance, one supervisor manages 15 sports field staff, while another oversees 19 staff, a landscape contractor, and a growing area from NEI to Tracy Hills—exceeding manageable capacity. A temporary Out-of-Class assignment has been ineffective. Adding a third Operations Supervisor will improve contractor oversight, staff supervision, training, inspections, data tracking, response times, project management, and overall park maintenance efficiency.

(1) Administrative Assistant, (2) Recreations Coordinators, (1) Maintenance Worker, (1) Senior Building Maintenance Worker, Part Time Hours Rec Staff
Funding Source: General Fund – Measure V

Justification: These positions are essential to support increased service levels at the new 50,000 sq. ft. MGRC, enabling seven-day programming. They will enhance events, rentals, and new leagues (e.g., basketball, volleyball, pickleball) during evenings and weekends. Positions will be filled in Winter/Spring 2026 to support planning and launch. Additional part-time staff will be requested in FY 26/27 for daily operations.

Police
Public Safety Dispatcher
Funding Source: General Fund

Justification: Tracy's population and police staffing have grown, but dispatcher staffing has remained unchanged at 17 positions, covering a 24/7 call center with only 2 dispatchers on duty at a time. This results in frequent overtime and 16-hour shifts, especially during events, holidays, or absences. Rising call volumes and increased demands from 106 officers and support personnel now require raising on-duty minimums to 3 dispatchers. A recent APCO International study recommends 18 positions for a center of Tracy's size—currently, only 17 are allocated.

Public Works
Operations Supervisor Streets
Funding Sources: General Fund

Justification: Adding a supervisor for the roadway and sidewalks divisions will improve oversight, staff development, and work quality. Closer supervision ensures faster issue resolution, better maintenance, enhanced safety, and long-term cost savings through more efficient operations and preventative care.

Senior Laboratory Technician
Funding Source: Water (25%) & Wastewater (50%)

Justification: Adding a senior lab technician will enhance lab operations, improve testing accuracy and efficiency, and support water and wastewater sampling. Their expertise will drive better methodologies, ensure regulatory compliance, and strengthen environmental monitoring and service delivery.

(2) Senior Utility Mechanic
Funding Sources: Water (50%) & Wastewater (50%)

Justification: The Senior Utility Mechanic will provide field guidance, support employee development, and enhance succession planning. As workload and equipment demands grow, this role ensures faster, more efficient complex repairs, reducing service interruptions and generating cost savings for the community.

(2) Senior Construction Inspectors
Funding Source: Engineering Fees

Justification: The Senior Construction Inspectors positions are essential to maintain service levels amid increasing capital project workloads. These positions will expand field presence, improve oversight of contractors, and reduce delays caused by inspection bottlenecks. This supports consistent, high-quality infrastructure development and aligns with strategic goals for operational excellence and reliable public services

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ADOPTING THE CITY OF TRACY FISCAL YEAR (FY) 2025/26 ANNUAL OPERATING AND CAPITAL BUDGET, REFLECTING ADDITIONAL POSITIONS APPROVED THROUGH RESOLUTION XXX

WHEREAS, City of Tracy Municipal Code section 2.12.050 requires the City Manager of the City of Tracy to submit a proposed budget to the City Council; and

WHEREAS, On June 17th, 2025, the City Manager proposed the adoption of the Financial Plan along with specific adjustments directed by the City Council and listed in the attached Financial Plan Summaries attached to this Resolution as Exhibit 1 and hereby included herein; and

WHEREAS, The City Council has reviewed the level of budgeting control needed by the City Manager to ensure efficiency in managing the operations of the City, including the authorization of budget transfers within a single fund and within given appropriations of said fund; and now, therefore, be it

RESOLVED: That the City Council hereby adopts the Proposed FY 2025/26 City of Tracy Operating and Capital Budget, reflecting the additional positions approved through Resolution XXX.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the17th 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. QUNITANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBITS:
Exhibit 1: Citywide Operating and Capital Budget

Citywide Operating and Capital Budget

REVENUES (in thousands)	FY 24/25 Amended	FY 25/26 Proposed	FY 26/27 Forecasted
General Fund	159,520	161,048	164,843
Building Fees	5,960	11,460	6,016
Engineering Fees	5,687	7,224	7,233
Planning Fees	747	828	852
Gas Tax	5,060	5,539	5,688
Special Revenue	10,871	2,893	2,893
General Fund Capital	12,538	23,529	22,129
Capital	800	25,415	25,415
Debt	8,212	9,217	9,228
Internal Services	25,404	30,013	30,411
Water	22,844	24,758	25,229
Wastewater	23,206	27,838	28,392
Solid Waste	38,122	43,903	45,081
Storm Drain	854	859	859
Airport Enterprise	2,070	2,304	2,402
Transit	7,767	11,695	11,695
TOTAL REVENUES	**329,662**	**388,523**	**388,366**

EXPENSES (in thousands)	FY 24/25 Amended	FY 25/26 Proposed	FY 26/27 Forecasted
General Fund	151,377	164,988	170,557
Building Fees	6,538	7,100	7,229
Engineering Fees	8,566	9,656	10,053
Planning Fees	3,838	3,974	4,124
Gas Tax	11,861	2,420	2,465
Special Revenue	64,172	21,667	8,311
General Fund Capital	162,159	19,768	1,000
Capital	66,129	7,652	365
Debt	8,248	9,214	9,217
Internal Services	26,610	28,201	29,972
Water	30,551	26,881	27,425
Wastewater	49,468	26,153	22,370
Solid Waste	37,385	38,453	41,449
Storm Drain	630	724	744
Airport Enterprise	2,619	2,304	2,402
Transit	15,449	18,612	8,859
TOTAL EXPENDITURES	**645,600**	**387,767**	**346,542**

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRACY APPROVING THE ALLOCATION OF THE FY 2025-2026 TRAVEL BUDGET OF THE CITY COUNCIL BODY PURSUANT TO THE COUNCIL'S TRAVEL POLICY

WHEREAS, The City Council adopted a new travel policy for elected and Council appointed officials on April 18, 2023 (Travel Policy); and

WHEREAS, The City Council approved through Reso 2023-195 allocations of $20,000 per Council Member and $30,000 for the Mayor for a total of $110,000; and

WHEREAS, The Travel Policy requires adoption of a travel budget per Council Member as well as an allocation of such budgeted funds amongst the individual Councilmembers; and

WHEREAS, The City Council adopted a new Budget for FY 2025-2026 on June 17, 2025, in which Budget the Council appropriated $110,000 for its travel budget; and

WHEREAS, The Travel Policy requires adoption of a travel budget per Council Member as well as an allocation of such budgeted funds amongst the individual Councilmembers; and

RESOLVED: That the City Council of the City of Tracy approves the allocation of the FY 2025- 2026 travel budget of the City Council body in the amount of $20,000 for each Council Member and $ 30,000 for the Mayor totaling $ 110, 000 for the travel budget.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 17th 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 NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRACY APPROVING THE COMMITTED FUND BALANCES FOR FISCAL YEAR ENDING JUNE 30, 2025 IN COMPLIANCE WITH STATEMENT 54 OF THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD

WHEREAS, City of Tracy follows Governmental Accounting Standards Board (GASB) for the basis its financial reporting; and

WHEREAS, GASB issued Statement 54: Fund Balance Reporting and Governmental Fund Type Definition and the requirements of this Statement are effective for financial statements for periods beginning after June 15, 2010 ("**GASB 54**"); and

WHEREAS, The objective of GASB 54 is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions; and

WHEREAS, The City Council has committed revenues collected from the passage of Measure V; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the list shown on the Exhibit A to this Resolution as the Committed Fund Balances for the City's governmental funds, including the General Fund for June 30, 2025; and be it

FURTHER RESOLVED: The City Council hereby provides the Finance Director the authority to assign uses to fund balance amounts in compliance with Statement 54 of the Governmental Accounting Standards Board (GASB), as may be necessary.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 17th 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. QUNITANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBITS:
Exhibit 1: Committed Fund Balances for Fiscal Year Ending June 30, 2025

GASB 54 Comitted Fund Balances
for FY2024-25

Exhibit 1

Department	Fund Name	Vendor	Description	Balance
City Attorney	Central Administration	Aleshire & Wynder - Scope A-1	Ongoing Legal Services	17,027
City Attorney	Central Administration	Atkinson, Andelson, Loya Ruud and Romo	Ongoing Legal Services	28,788
City Attorney	Central Administration	Burke, Williams & Sorensen, LLP - Scope A	Ongoing Legal Services	63,918
City Attorney	Central Administration	Burke, Williams & Sorensen, LLP - Scope A	Ongoing Legal Services	21,969
City Attorney	Central Administration	Colantuono, Highsmith & Whatley, PC - Sc	Ongoing Legal Services	61,453
City Attorney	Central Administration	Colantuono, Highsmith & Whatley, PC - Sc	Ongoing Legal Services	8,231
City Attorney	Central Administration	Price Postel & Parma LLP	Ongoing Legal Services	8,506
City Attorney	Central Administration	Renne Public Law Group LLP	Ongoing Legal Services	61,637
Police Department	General Fund	Stanislaus County Sheriff's Department	Police Academy in progress	30,000
Police Department	General Fund	West Covina- Mark 43	PO pending- Contract renewal in process	253,000
Police Department	General Fund	CDWG	Project on-going	376
Police Department	General Fund	CDWG	Project on-going	45,710
Public Works	General Fund	72HR	New Vehicle Purchase, will not be received in cu	80,232
			Total General Fund	**680,846**

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ESTABLISH FISCAL YEAR 2025/26 APPROPRIATIONS LIMIT (GANN) PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA STATE CONSTITUTION

WHEREAS, In November 1979, the voters of the State of California approved Proposition 4, which states that beginning July 1, 1980, all state and local government budget appropriations cannot exceed the amount resulting from a formula based upon the 1978-79 budget, plus adjustments for cost of living and population changes, and specific exceptions (the "**Gann Appropriation Limit Initiative**"); and

WHEREAS, Proposition 4 implemented the Gann Appropriation Limit Initiative through the addition of Article XIII B to the California Constitution; and

WHEREAS, the State Legislature adopted Government Code Section 7900 to establish the process for calculating the state and local government appropriations limits under Article XIII B of the California Constitution, and Proposition 111, adopted in June 1990, provided new adjustment formulas (as modified, the "**Gann Limit**");

WHEREAS, in accordance with these State laws, the City of Tracy has prepared documentation establishing the 2025-26 appropriation limit, and has made the documentation used in the determination of the Gann Limit available to the public in the proposed 2025-26 budget more than fifteen (15) days before this resolution is being considered and adopted; and

WHEREAS, The Finance Director of the City of Tracy has determined that the percentage change in per capita income and the city population is the preferred method of calculation in the cost-of-living adjustment; and

WHEREAS, The calculation results in a Gann Limit of $102,007,834 as provided in Attachment A to this Resolution; and

WHEREAS, Prior to the adoption of this Resolution, the City Council has considered and adopted the FY 2025/26 budget on June 17, 2025; now, therefore, be it

RESOLVED: That the City Council hereby establishes the Fiscal Year 2025-2026 appropriations limit in the amount of $102,007,834 pursuant to Article XIIIB of the California State Constitution; and be it

FURTHER RESOLVED: That the City Council hereby finds that the Adopted Budget for Fiscal Year 2025-26 includes $101,815,800 in appropriations that are subject to the limit, and proceeds of taxes of $102,007,834; and be it

FURTHER RESOLVED: That the City Council hereby finds that for Fiscal Year 2025-2026, the City of Tracy has appropriations subject to the Gann limit that are currently $192,034 below the limits of Article XIII B of the California Constitution.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 17th 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:
Exhibit 1: FY 2025/26 Appropriations Limit Calculation

CITY OF TRACY
2025/26 Appropriations Limit Calculation

Description		Amount
2024-25	Appropriations Limit	$ 94,874,062
2025-26	City population	1.0073
2025-26	Per capita income	1.0674
2025-26	**Appropriations Limit**	**$ 102,007,834**

2025/26 Projected Tax Revenues

Description	Amount
Property Taxes	$ 34,124,300
Sales & Use Tax	82,525,200
Sales & Use Tax - Measure V	11,908,100
Transient Occupancy Tax	2,000,000
Franchise Fees	2,969,100
Business License Tax	3,800,000
Real Property Transfer Tax	1,754,200
Interest Earnings	4,000,000

2024-25 Projected Qualifying Expenses

Exemptions		
Debt Service	(5,828,000)	
Qualified Capital Outlays	(35,437,100)	
Appropriations Subject to Limitation		**$ 101,815,800**
Margin		**$ 192,034**

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ADOPT A RESOLUTION FOR THE FY 2025-2026 FISCAL SUSTAINABILITY STRATEGIES FUNDING RECOMMENDED BY THE TRACY FINANCE COMMITTEE TO THE CITY COUNCIL.

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, On December 7, 2021, the Ad-Hoc Committee presented the framework of the updated strategies and were adopted by Resolution 2022-086 with the FY2023 Budget Adoption; and

WHEREAS, At the March 10, 2025, Finance Committee meeting, the Committee requested staff return with possible options for future amendments to the fiscal sustainability strategies; and

WHEREAS, 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; and

WHEREAS, the new categories consist of Building Deferred Maintenance and Public Safety Facilities; and

WHEREAS, On June 3, 2025 City Council accepted the Finance Committees recommendation on and funding strategies for FY 2025-2026 as follows; and

On-Going Revenue/(Expenses)	**FY 2025/2026**
General Fund Revenues	149,130
CalPERS pre-fund	500
Retiree Medical pre-fund	-
Public Safety Facilities	11,000
Building Maintenance-Deferred	500
Road Improvements-Deferred Maintenance	2,500
Parks -Deferred Maintenance	1,000
City Services and Program Increase	2,000
Annual Budget Increase	17,500

therefore, be it

RESOLVED: That the City Council hereby provides the Finance Director the authority to take all such actions as necessary to implement the purpose of this Resolution.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 17th 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

Attachment J

PROPOSED FY 2025-2026 ANNUAL OPERATING AND CAPITAL BUDGET

JUNE 17, 2025



Presentation Outline

- Proposed FY 2025/26 Citywide Annual Operating and Capital Budget

- Proposed FY 2025/26 General Fund Annual Operating and Capital Budget
  - Fiscal Sustainability Funding
  - Revenues & Expenses
  - Committed Reserves

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Presentation Outline

- FY 2025/26 Proposed Annual Operating and Capital Budget
  - Personnel & Operating Augmentations
  - Council Travel Budget
  - Measure V Sales Tax
  - General Fund Projects

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Presentation Outline

- Other Action Items
  - Committed Fund Balances GASB 54
  - Appropriations Limit (Gann Limit)
- Recommended Council Action

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Proposed FY 2025/26 Citywide Annual Operating and Capital Budget

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Citywide Budget

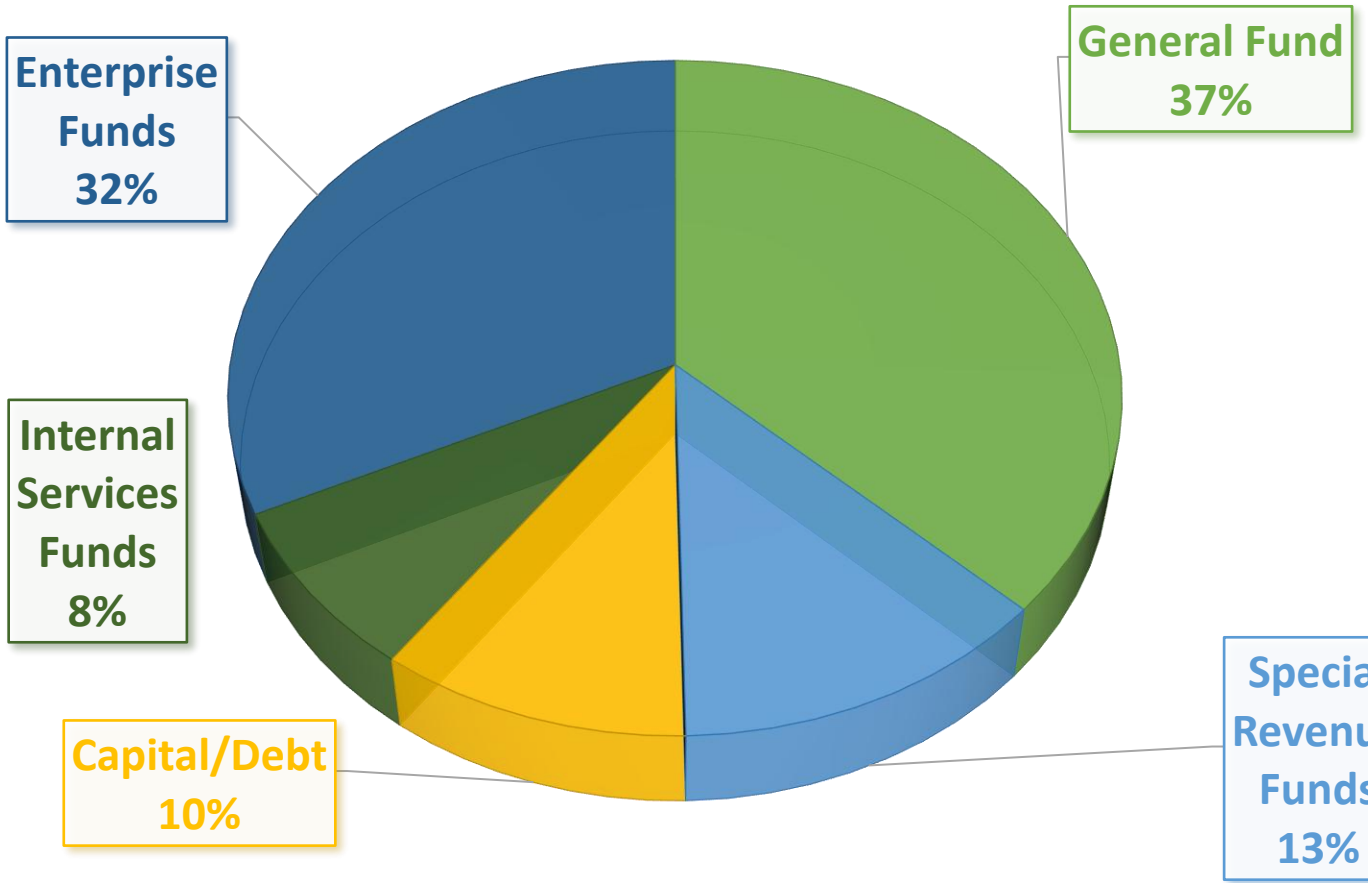
	FY 2024/25 Adopted Budget	FY 2025/26 Proposed Budget	(Increase/ Decrease) %
General Fund	115,133,704	130,430,925	12%
Special Revenue Funds	33,224,532	44,817,153	26%
Capital/Debt	88,563,368	36,333,309	(144%)
Internal Services Funds	24,022,371	28,201,336	15%
Enterprise Funds	97,825,747	113,108,006	14%
Total Expenditures (without Transfers)	358,769,721	352,890,729	-2%
Transfers Between Funds	30,375,044	34,876,690	13%
Total Expenditures (with Transfers)	389,144,765	387,767,419	(0.40%)

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Citywide Budget

FY 2025/26 APPROPRIATIONS



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Citywide Budget

REVENUES (in thousands)	FY 24/25 Amended	FY 25/26 Proposed	FY 26/27 Forecasted
General Fund	159,520	161,048	164,843
Building Fees	5,960	11,460	6,016
Engineering Fees	5,687	7,224	7,233
Planning Fees	747	828	852
Gas Tax	5,060	5,539	5,688
Special Revenue	10,871	2,893	2,893
General Fund Capital	12,538	23,529	22,129
Capital	800	25,415	25,415
Debt	8,212	9,217	9,228
Internal Services	25,404	30,013	30,411
Water	22,844	24,758	25,229
Wastewater	23,206	27,838	28,392
Solid Waste	38,122	43,903	45,081
Storm Drain	854	859	859
Airport Enterprise	2,070	2,304	2,402
Transit	7,767	11,695	11,695
TOTAL REVENUES	**329,662**	**388,523**	**388,366**

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Proposed FY 2025/26 General Fund Budget



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City Council's Fiscal Sustainability Funding Policy

On-Going Revenue/(Expenses)	FY 2025/26	FY 2026/27	FY 2027/28
General Fund Revenues	$149,130	$152,925	$156,325
CalPERS pre-fund	500	513	524
Retiree Medical pre-fund	-	-	-
Public Safety Facilities	11,000	11,280	11,531
Building Maintenance-Deferred	500	513	524
Road Improvements-Deferred Maintenance	2,500	2,564	2,621
Parks -Deferred Maintenance	1,000	1,026	1,048
City Services and Program Increase	2,000	2,051	2,097
Annual Budget Increase	$17,500	$17,947	$18,345

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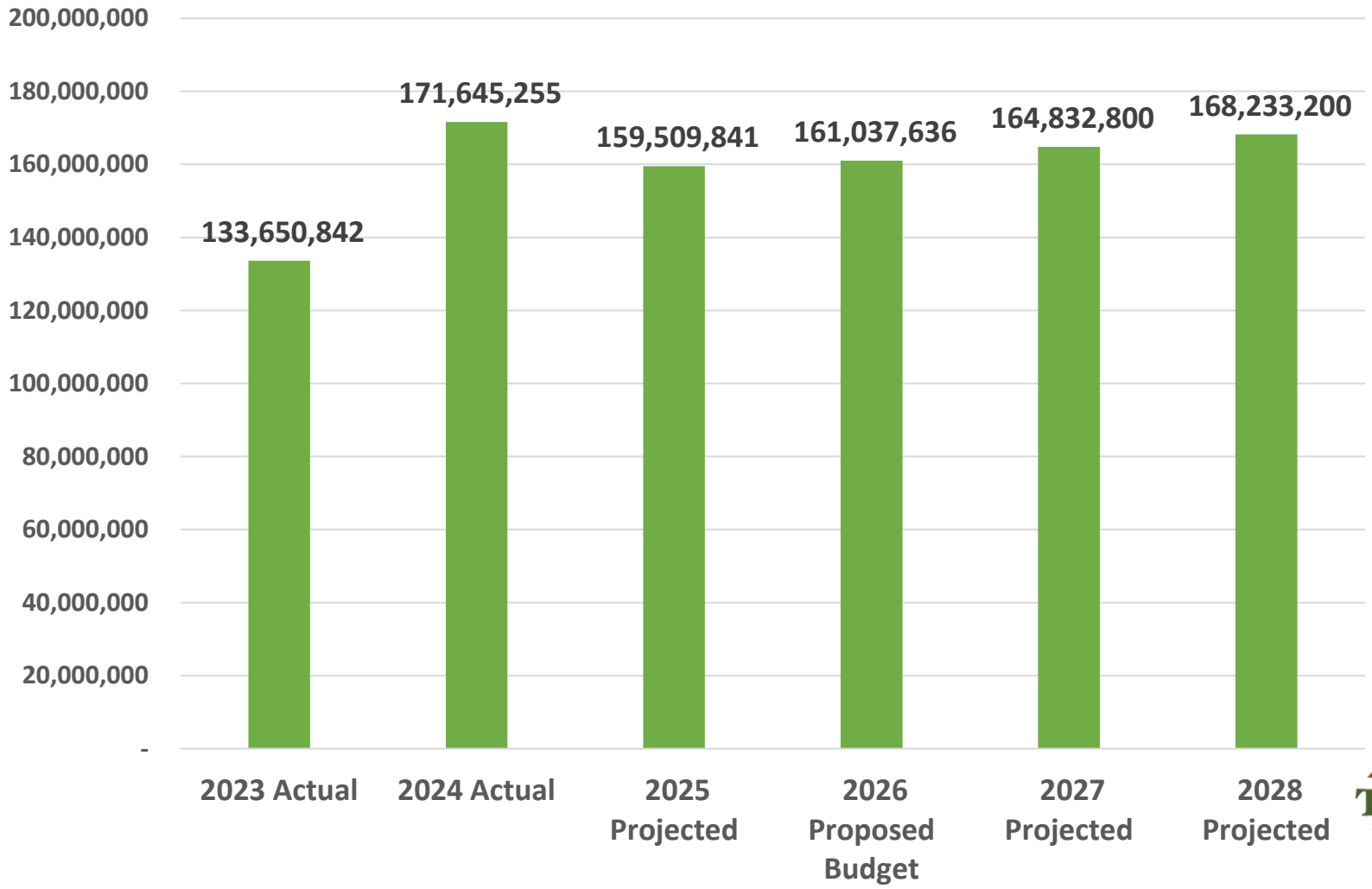
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General Fund FY 2025/26 Revenues

REVENUES (in thousands)	FY24/25 (amended)	FY25/26 Proposed	FY26/27 Forecasted
Property Tax	$ 34,604	$ 35,879	$ 36,848
Sales Tax	80,672	82,525	84,753
Sales Tax - Measure V	12,026	11,908	11,908
Other Taxes	6,207	6,937	7,124
Other Revenues	26,001	23,789	24,200
TOTAL REVENUES	$ 159,510	$ 161,038	$ 164,833

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General Fund FY 2025/26 Revenues



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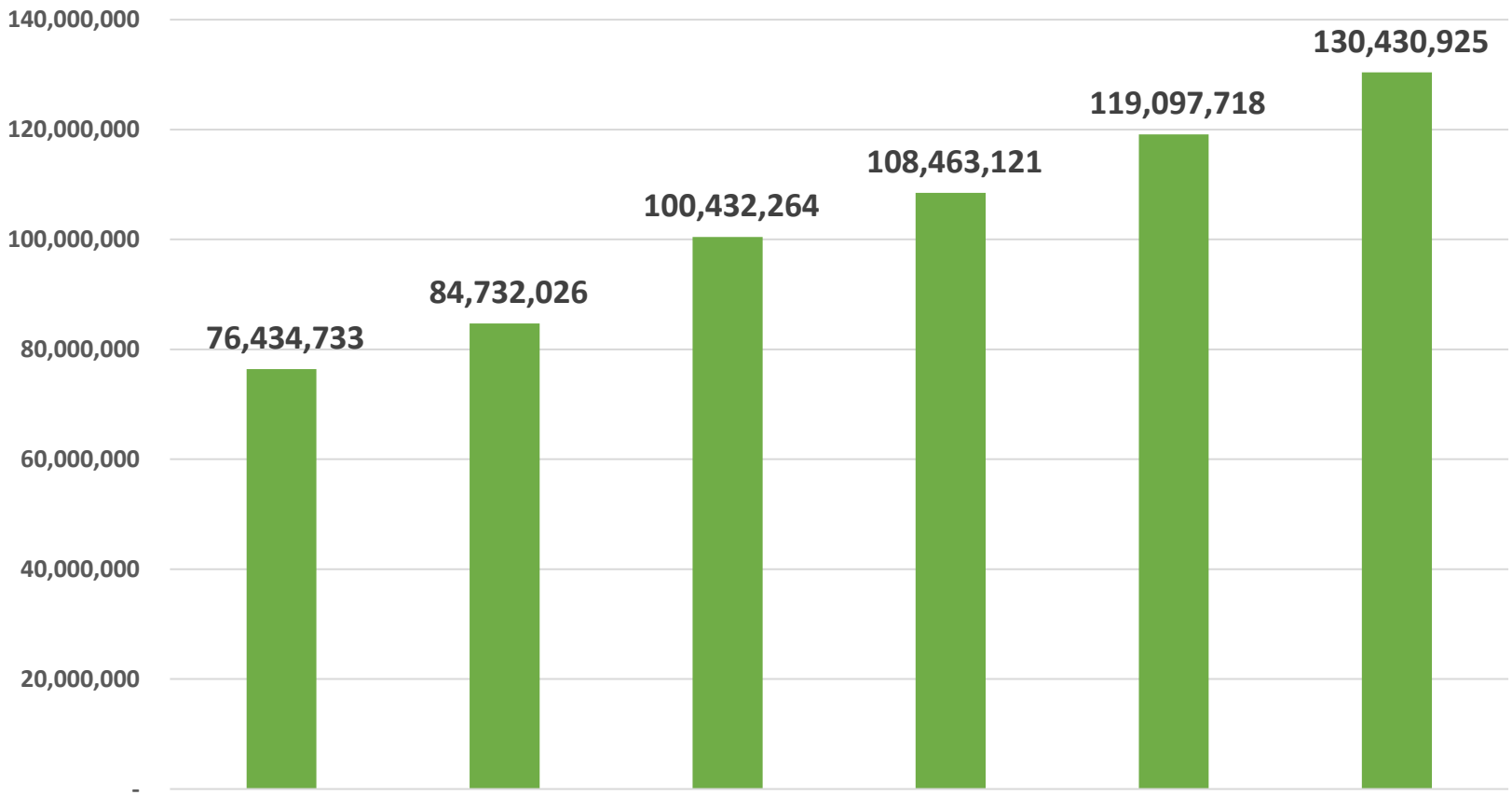
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General Fund FY 2025/26 Expenditures

EXPENDITURES (in thousands)	FY24/25 (amended)	FY25/26 Proposed	FY26/27 Forecasted
Personnel	$ 61,867	$ 71,718	$ 74,935
Contracted Services	34,909	34,298	35,472
Supplies & Equipment	3,478	3,019	3,043
Utilities	2,302	3,299	3,388
Internal Service Charges	14,871	17,164	17,632
Capital	980	124	-
Other Payments	691	809	817
TOTAL EXPENDITURES	$ 119,098	$ 130,431	$ 135,287

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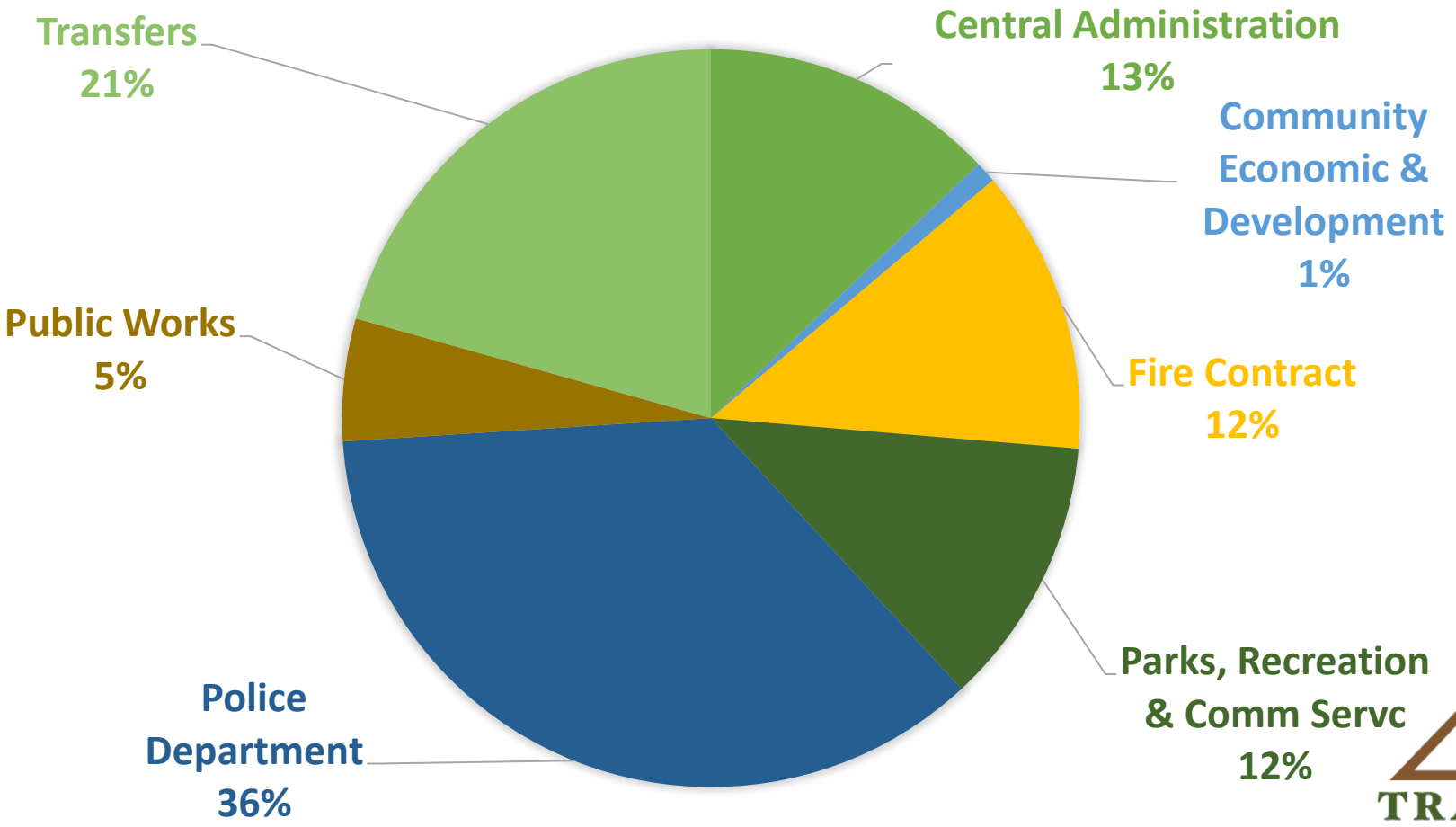
General Fund FY 2025/26 Expenditures



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General Fund FY 2025/26 Expenditures



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General Fund FY 2025/26 Expenditures

Transfers (in thousands)	2025 Projected Budget	2026 Proposed Budget	2027 Projected
Transfers In	10	10	10
Transfers Out:	(5,147)	(5,198)	(5,252)
Transfers Out: Debt Service	(4,775)	(5,828)	(5,838)
Total Recurring Transfers	(9,912)	(11,016)	(11,080)
Measure V Capital	(6,597)	(4,761)	(4,646)
Capital	(15,760)	(18,768)	(19,535)
Total Capital Transfers	(22,357)	(23,529)	(24,181)
Total Transfers	(32,269)	(34,545)	(35,261)

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General Fund Reserves

Use of Reserves	2025 Projected Budget	2026 Proposed Budget	2027 Projected
Prior Year Reserves	55,255	82,523	78,583
Non-Spendable	6,656	6,989	7,338
Restricted	13,936	14,436	10,448
Committed	21,189	24,046	24,882
Assigned	16,907	18,410	19,050
Unassigned	23,835	14,702	11,150
	82,523	78,583	72,868

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FY 2025/26 Proposed Annual Operating and Capital Budget

TRACY

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FY 2025/26 Proposed Annual Operating and Capital Budget Personnel

Department	Full-Time
Human Resources	1
Parks, Recreation & Community Services	6
Police Department	1
Public Works	6
Total	14

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FY 2025/26 Proposed Annual Operating and Capital Budget Personnel

Human Resources

(1) HR Analyst I/II



Police Department

(1) Public Safety Dispatcher

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FY 2025/26 Proposed Annual Operating and Capital Budget Personnel

Parks, Recreation & Community Services



(1) Operations Supervisor



(1) Administrative Assistant
(2) Recreations Coordinators
(1) Maintenance Worker
(1) Senior Building Maintenance Worker

FY 2025/26 Proposed Annual Operating and Capital Budget Personnel

Public Works



(1) Operations Supervisor



(1) Senior Laboratory Technician
(2) Senior Utility Mechanic
(2) Senior Construction Inspectors

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FY 2025/26 Proposed Annual Operating and Capital Augmentations

Total Request Amount	Other Fund On-Going	Other Fund One-Time	General Fund Ongoing	General Fund One-Time
$ 5,548,292	$ 2,536,510	$ 436,995	$ 2,112,487	$ 462,300

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City Council Travel Budget

The Travel Policy requires adoption of a travel budget per Council Member as well as an allocation of such budgeted funds amongst the individual Councilmembers.

2026 Proposed Budget	
Mayor	30,000
Council Member	20,000
Council Member	20,000
Council Member	20,000
Council Member	20,000
	110,000

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Measure V Sales Tax

	FY 24/25 Amended Budget	FY 25/26 Proposed Budget	FY 26/27 Projected Budget
REVENUES			
Measure V Sales Tax	12,025,694	11,908,065	12,268,961
Total Revenues	**12,025,694**	**11,908,065**	**12,268,961**
EXPENSES			
Operations			
Staffing	1,439,802	2,108,480	2,577,683
Legacy Operations	333,746	251,320	258,860
MGRC Operations*			1,100,000
	1,773,548	2,359,800	3,936,543
Debt Service Payments			
Debt Service - Bond Legacy	1,657,125	1,653,875	1,653,500
Debt Service - Bond MGRC	2,087,330	3,127,138	3,128,888
	3,744,455	4,781,013	4,782,388
Transfers Out to Measure V Capital			
78054-Aquatic Center	137,369	-	-
78186-Nature Park	6,370,322	629,678	-
78187-Ritter Family Ball Park	-	4,137,574	3,550,030
	6,507,691	4,767,252	3,550,030
Total Expenses	**12,025,694**	**11,908,065**	**12,268,961**

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FY 2025/26 Proposed Annual Operating and Capital Budget Requested General Fund Projects

Request Title	Requested	Fiscal Strategies	Capital Projects	Total Funding
71078-Radio Tower Fire Station #96/#92	150,000		150,000	150,000
71124-City of Tracy Apparatus Replacement (SSJCFA)	515,000		515,000	515,000
Building Maintenance - Deferred	500,000	500,000		500,000
Public Safety Facilities	11,000,000	11,000,000		11,000,000
Streets Maintenance - Deferred	2,500,000	2,500,000		2,500,000
Parks Maintenance - Deferred	1,000,000	1,000,000		1,000,000
Arterial Landscaping Tree Maintenance Removal - Annual Program	721,500		721,500	721,500
Road Improvements (PW Streets) Annual Program	650,000		650,000	650,000
Computerized Maintenance Management System Software and Implementation	856,000		856,000	856,000
Police Radio Replacement	675,000		675,000	675,000
50/50 Annual Sidewalk Replacement Program	200,000		200,000	200,000
	18,767,500	15,000,000	3,767,500	18,767,500

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Other Action Items

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Committed Fund Balances (GASB 54) for Fiscal Year Ending June 30, 2025

- In preparation for closing fiscal year ending June 30, 2025, staff reviews estimated fund balances and designates funds that have been committed for use in future periods.
  - General Fund $680,846

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Annual Adjustment to Appropriations Limit (Gann Limit)

- Article XIIIB of the California Constitution, informally known as the Gann Appropriations Limit, limits the total amount of appropriations in any fiscal year derived from the "proceeds of taxes."
  - The calculated appropriation limit for FY 2025/26 is $102 million. Based on the proposed budget, $101.8 million is subject to the limit, and the City is $192 thousand under the limit.

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Recommended Council Action

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Recommended Council Action

- Resolution Approving (14) new positions for and Annual Aggregate cost of $1,975,547

- Resolution Adoption of the FY 2025/26 Annual Operating and Capital Budget for July 1, 2025, through June 30, 2026

- Resolution Approving allocation of the FY 2025/26 Travel Budget of the City Council

Recommended Council Action

- Resolution Adoption of the Committed fund balances (GASB 54) Fiscal Year ending June 30, 2025

- Resolution Adoption of the Annual Adjustment to Appropriations Limit (Gann Limit)

- Resolution Adoption of the FY2025/26 Fiscal Sustainability Strategies Funding

Q&A

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June 17, 2025

Agenda Item 3.B

RECOMMENDATION

The Planning Commission recommends that the City Council conduct a public hearing and upon its conclusion:

1. **Introduce an ordinance approving an amendment to the Industrial Areas Specific Plan, Application Number SPA24-0002, to amend the land use designation from Limited Industrial to Village Center for three parcels totaling approximately 9.26 acres located north of Valpico Road, east of Tracy Boulevard, Assessor's Parcel Numbers 246-130-15, 246-130-20, and 246-130-25; and**

2. **Determine that the project is consistent with the General Plan Environmental Impact Report (EIR) and does not require further environmental assessment pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183.**

EXECUTIVE SUMMARY

The applicant, Red Maple Village, LLC, is requesting that the City Council amend the Industrial Areas Specific Plan to change the land use designation of three parcels from Limited Industrial to Village Center. The change will bring the Specific Plan land use designations into conformance with the General Plan and will enable development of the site for a mix of uses, including retail, restaurants, consumer services, offices, and high-density residential. The Planning Commission recommends approval.

BACKGROUND AND LEGISLATIVE HISTORY

The 1988 Industrial Areas Specific Plan assigned a land use designation of Limited Industrial to the entire area.

In 2006, the City adopted an updated General Plan that identified the area as a newly created land use designation of Village Center. The Village Center land use designation encompassed 19.53 acres, including the Red Maple Village shopping center and the current project site. The Village Center designation permits a mix of uses, including retail, restaurants, consumer services, offices, and high-density residential.

In November 2007, the City Council adopted Resolution No. 2007-266 which changed the Industrial Area Specific Plan land use designation to Village Center and approved the Red Maple Village shopping center project. The record strongly suggests that the intent of the City Council was to include Parcels 2 and 3 in their action. However, Resolution No. 2007-266 did not specifically list these two parcels.

At the time, the City of Tracy owned Parcel 1, a 2.00-acre site, once intended to be used for a new fire station. Due to the City's plan, this parcel was not included in the prior amendment. This parcel was sold by the City of Tracy and is now owned by the applicant, Red Maple Village, LLC.

The proposed action affects three parcels containing 9.26 acres and located east of the existing

Red Maple Village shopping center on the corner of South Tracy Boulevard and Valpico Road. The following table describes the adjacent land uses and General Plan and Specific

Plan/Zoning designations. A location map is provided as Attachment C.

TABLE 1: Surrounding Area land use designations				
	West	East	North	South
Land Use	Shopping Center	Undeveloped Land	Single-family residential	Industrial uses
General Plan – Current	Village Center	Residential High *	Residential Medium	Industrial
Specific Plan or Zoning – Current	Village Center	Light Industrial*	Medium Density Residential	Light Industrial
* A pending application will resolve the discrepancy on the property to the east				

The following table describes the parcels, current General Plan land use designations, and current and proposed Specific Plan land use designations:

TABLE 2: Parcels and land use designations			
Parcel	1	2	3
APN	246-130-15	246-130-20	246-130-25
Area (acres)	2.00	4.22	3.04
General Plan – Current	Village Center	Village Center	Village Center
Specific Plan – Current	Limited Industrial	Limited Industrial	Limited Industrial
Specific Plan – *Proposed*	*Village Center*	*Village Center*	*Village Center*

A map of the local General Plan land use designations is included as Attachment D. A map of the Industrial Areas Specific Plan land use designations is included as Attachment E.

ANALYSIS

California Government Code § 65450-65457 requires any Specific Plan to be consistent with a city's adopted General Plan. Further, Section 10.20.030(a) of the Tracy Municipal Code requires Specific Plans to be consistent with the City's adopted General Plan as provided for in Government Code § 65454. Currently, the Specific Plan land use designation for the property is inconsistent with the General Plan land use designation. The proposed amendment would make these consistent.

CEQA DETERMINATION

The proposed project is consistent with the General Plan Environmental Impact Report (EIR) certified by City Council on February 1, 2011, in accordance with the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines Sections 15183, no further environmental documentation is required, as the proposed General Plan land use designation change is consistent with the General Plan and there are no project-specific aspects that will result in significant environmental effects.

PUBLIC OUTREACH

This agenda item was duly noticed in the local newspaper and public hearing notices were mailed to owners of property within 300 feet of the subject site.

PLANNING COMMISSION

The Planning Commission considered this matter at a duly noticed public hearing conducted on May 14, 2025. After hearing from staff, the applicant, and various interested parties, the Planning Commission voted 4-0-1 to recommend that City Council approve the amendment to the Industrial Areas Specific Plan. A copy of the resolution is included as Attachment B.

The agenda and minutes from the May 14, 2025 Planning Commission meeting are available at: https://www.cityoftracy.org/government/boards-and-commissions/planning-commission

FISCAL IMPACT

This agenda item will not require any expenditure of funds. The applicant paid the application processing fees established by the City Council.

STRATEGIC PRIORITY

The proposed action supports Economic Development Goal 1: Support business attraction and retention activities. The proposed action will enable the development of the affected sites for desired commercial or multifamily uses.

ACTION REQUESTED OF THE CITY COUNCIL

The Planning Commission recommends that the City Council:

1. Introduce an ordinance approving an amendment to the Industrial Areas Specific Plan, Application Number SPA24-0002, to amend the land use designation from Limited Industrial to Village Center for three parcels totaling approximately 9.26 acres located north of Valpico Road, east of Tracy Boulevard, Assessor's Parcel Numbers 246-130-15, 246-130-20, and 246-130-25; and

2. Determine that the project is consistent with the General Plan Environmental Impact Report (EIR) and does not require further environmental assessment pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183.

Prepared By: Christina Delgadillo, Assistant Planner

Reviewed by: Scott Claar, Planning Manager
Forrest Ebbs, Director of Community and Economic Development
Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Ordinance
Attachment B – Planning Commission Resolution No. 2025-010
Attachment C – Location Map
Attachment D – General Plan Land Use Designation Map
Attachment E – Industrial Areas Specific Plan Land Use Designation Map (Existing and Proposed)

Attachment A

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE INDUSTRIAL AREAS SPECIFIC PLAN TO CHANGE THE LAND USE DESIGNATION FROM LIMITED INDUSTRIAL TO VILLAGE CENTER FOR THREE PARCELS TOTALING APPROXIMATELY 9.26 ACRES LOCATED NORTH OF VALPICO ROAD, EAST OF TRACY BOULEVARD, ASSESSOR'S PARCEL NUMBERS 246-130-25, 246-130-15, AND 246-130-20, APPLICATION NUMBER SPA24-0002.

WHEREAS, City staff received an application for an amendment to the Industrial Areas Specific Plan to change the land use designation from Limited Industrial to Village Center for three parcels totaling approximately 9.26 acres located north of Valpico Road, east of Tracy Boulevard, adjacent to the Red Maple Village shopping center, Assessor's Parcel Numbers 246-130-25, 246-130-15, and 246-130-20, Application Number SPA24-0002; and

WHEREAS, the subject properties have a General Plan designation of Village Center; and

WHEREAS, the proposed amendment of the Industrial Areas Specific Plan land use designation to Village Center would bring the land use of the subject properties into conformance with the General Plan; and

WHEREAS, the project is consistent with the General Plan Environmental Impact Report (EIR) certified by City Council on February 1, 2011 in accordance with the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines Sections 15183, no further environmental documentation is required as the proposed Industrial Areas Specific Plan land use designation change is consistent with the General Plan and there are no project-specific aspects that will result in significant environmental effects not addressed in the General Plan EIR; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on May 14, 2025, and recommended that the City Council introduce and adopt an ordinance to approve the Specific Plan Amendment; and

WHEREAS, the City Council considered this matter at a duly noticed public hearing held on June 17, 2025;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN 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 Review. The City Council finds that this change in land use designations is exempt from additional review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15183 as it is consistent with the General Plan Environmental Impact Report (EIR) certified by the City Council on February 1, 2011 and as there are no project-specific aspects that will result in significant environmental effects not addressed in the General Plan EIR.

SECTION 3: Land Use Designation Amendment. The Industrial Areas Specific Plan land use designation for the three parcels totaling approximately 9.26 acres located north of Valpico Road, east of Tracy Boulevard, Assessor's Parcel Numbers 246-130-25, 246-130-15, and 246-130-20, is hereby amended from Limited Industrial to Village Center and the Industrial Areas Specific Plan land use designation map is hereby amended to show these properties designated as Village Center.

SECTION 4: Effective Date. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 5. 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 6: Certification. The City Clerk shall certify the adoption of this Ordinance. This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

* *

The foregoing Ordinance 2025-_____ was introduced at a regular meeting of the Tracy City Council on the 17th 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:
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, California

Date of Attestation: _____

APPROVED AS TO FORM AND LEGALITY

Kandpreet Gill

CITY ATTORNEY'S OFFICE

TRACY PLANNING COMMISSION

RESOLUTION 2025-010

---

1. **RECOMMENDING CITY COUNCIL APPROVE AN AMENDMENT TO THE INDUSTRIAL AREAS SPECIFIC PLAN, TO AMEND THE LAND USE DESIGNATION FROM LIMITED INDUSTRIAL TO VILLAGE CENTER FOR THREE PARCELS TOTALING APPROXIMATELY 9.26 ACRES LOCATED NORTH OF VALPICO ROAD, EAST OF TRACY BOULEVARD, ASSESSOR'S PARCEL NUMBERS 246-130-15, 246-130-20, AND 246-130-25, APPLICATION NUMBER SPA24-0002,**

2. **RECOMMENDING CITY COUNCIL DETERMINE THAT THIS PROJECT IS CONSISTENT WITH THE GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (EIR) AND NO FURTHER ENVIRONMENTAL ASSESSMENT IS REQUIRED, PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES SECTION 15183.**

WHEREAS, City staff received an application for an amendment to the Industrial Areas Specific Plan to change the land use designation from Limited Industrial to Village Center for three parcels totaling approximately 9.26 acres located north of Valpico Road, east of Tracy Boulevard, adjacent to the Red Maple Village shopping center, Assessor's Parcel Numbers 246-130-25, 246-130-15, and 246-130-20, Application Number SPA24-0002; and

WHEREAS, the subject properties have a General Plan designation of Village Center; and

WHEREAS, the proposed amendment of the Industrial Areas Specific Plan land use designation to Village Center would bring the land use of the subject properties into conformance with the General Plan; and

WHEREAS, the project is consistent with the General Plan Environmental Impact Report (EIR) certified by City Council on February 1, 2011 in accordance with the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines Sections 15183, no further environmental documentation is required, as the proposed General Plan land use designation change is consistent with the General Plan and there are no project-specific aspects that will result in significant environmental effects; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on May 14, 2025, and recommended that the City Council introduce and adopt an ordinance to approve the Specific Plan Amendment; and

RESOLVED: That the Planning Commission hereby recommends that the City Council consider an amendment to the Industrial Areas Specific Plan to amend the land use designations for three parcels totaling approximately 9.26 acres located north of Valpico Road, east of Tracy Boulevard, Assessor's Parcel Numbers 246-130-15, 246-130-20, and 246-130-25 from Limited Industrial to Village Center; and be it

FURTHER RESOLVED: That the Planning Commission hereby recommends that the City Council determine the project is consistent with the General Plan Environmental Impact Report (EIR) certified by City Council on February 1, 2011 in accordance with the California Environmental Quality Act (CEQA). Pursuant to CEQA Guideline Sections 15183, no further environmental documentation is required.

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

The foregoing Resolution 2025-010 was adopted by the Planning Commission 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

Exhibit 1

APPROVED AS TO FORM AND LEGALITY

Karidpour Gurl

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE INDUSTRIAL AREAS SPECIFIC PLAN TO CHANGE THE LAND USE DESIGNATION FROM LIMITED INDUSTRIAL TO VILLAGE CENTER FOR THREE PARCELS TOTALING APPROXIMATELY 9.26 ACRES LOCATED NORTH OF VALPICO ROAD, EAST OF TRACY BOULEVARD, ASSESSOR'S PARCEL NUMBERS 246-130-25, 246-130-15, AND 246-130-20, APPLICATION NUMBER SPA24-0002.

WHEREAS, City staff received an application for an amendment to the Industrial Areas Specific Plan to change the land use designation from Limited Industrial to Village Center for three parcels totaling approximately 9.26 acres located north of Valpico Road, east of Tracy Boulevard, adjacent to the Red Maple Village shopping center, Assessor's Parcel Numbers 246-130-25, 246-130-15, and 246-130-20, Application Number SPA24-0002; and

WHEREAS, the subject properties have a General Plan designation of Village Center; and

WHEREAS, the proposed amendment of the Industrial Areas Specific Plan land use designation to Village Center would bring the land use of the subject properties into conformance with the General Plan; and

WHEREAS, the project is consistent with the General Plan Environmental Impact Report (EIR) certified by City Council on February 1, 2011 in accordance with the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines Sections 15183, no further environmental documentation is required as the proposed General Plan land use designation change is consistent with the General Plan and there are no project-specific aspects that will result in significant environmental effects; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on May 14, 2025, and recommended that the City Council introduce and adopt an ordinance to approve the Specific Plan Amendment; and

WHEREAS, the City Council considered this matter at a duly noticed public hearing held on June 17, 2025;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN 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 Review. The City Council finds that this change in land use designations is exempt from additional review under the California Environmental Quality Act under CEQA Guidelines section 15183 as it is consistent with the General Plan Environmental Impact Report certified by the City Council on February 1, 2011 and as there are no project-specific aspects that will result in significant environmental effects.

SECTION 3: Land Use Designation Amendment. The Industrial Areas Specific Plan land use designation for the three parcels totaling approximately 9.26 acres located north of Valpico Road, east of Tracy Boulevard, Assessor's Parcel Numbers 246-130-25, 246-130-15, and 246-130-20, is hereby amended from Limited Industrial to Village Center and the Industrial Areas Specific Plan land use designation map is hereby amended to show these properties designated as Village Center.

SECTION 4: Effective Date. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 5. 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 6: Certification. The City Clerk shall certify the adoption of this Ordinance. This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

* *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 17th 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:

_____
MAYOR

ATTEST:

_____
CITY CLERK

397118.1

Attachment C

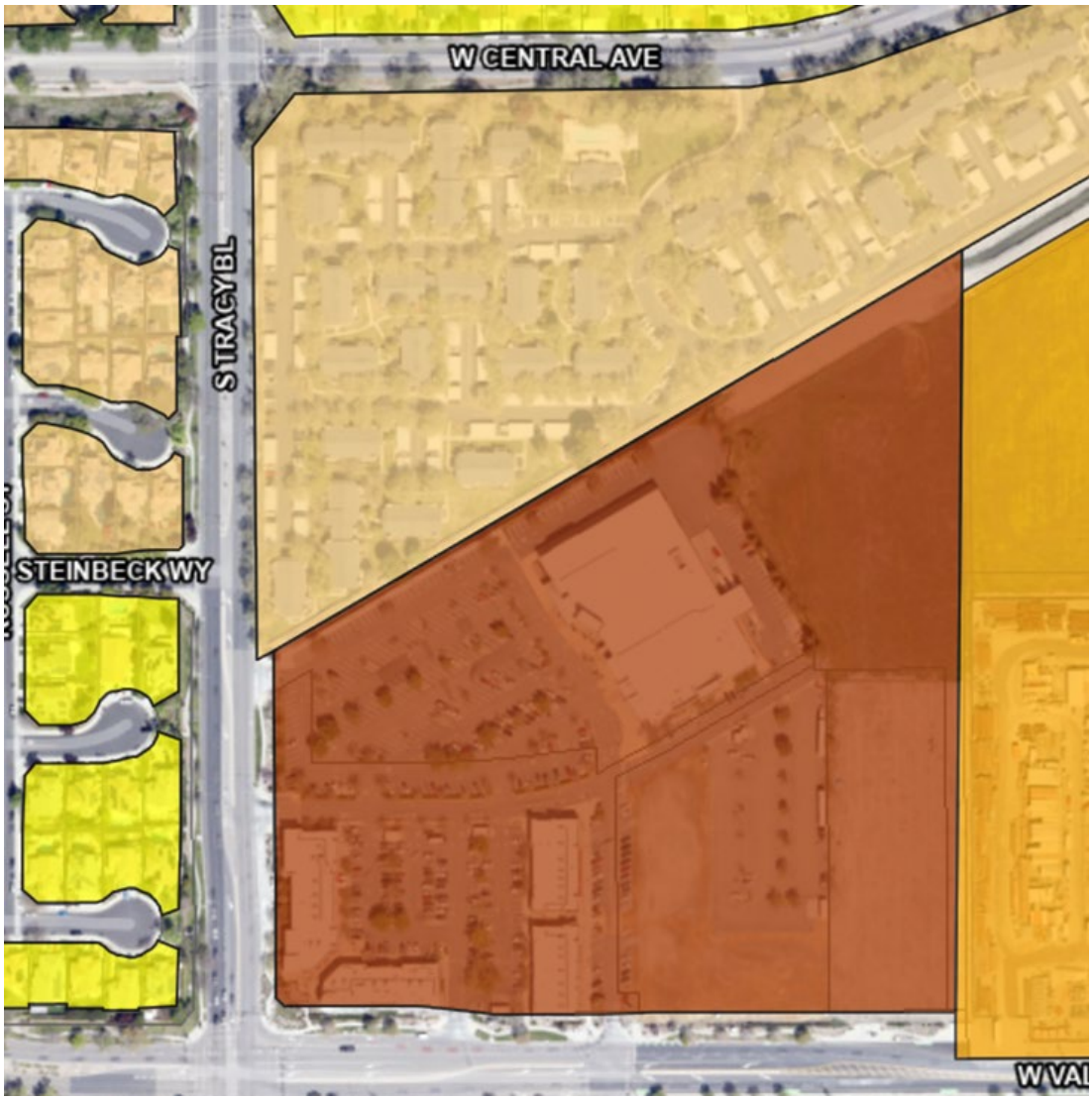


N

Project site

Attachment D

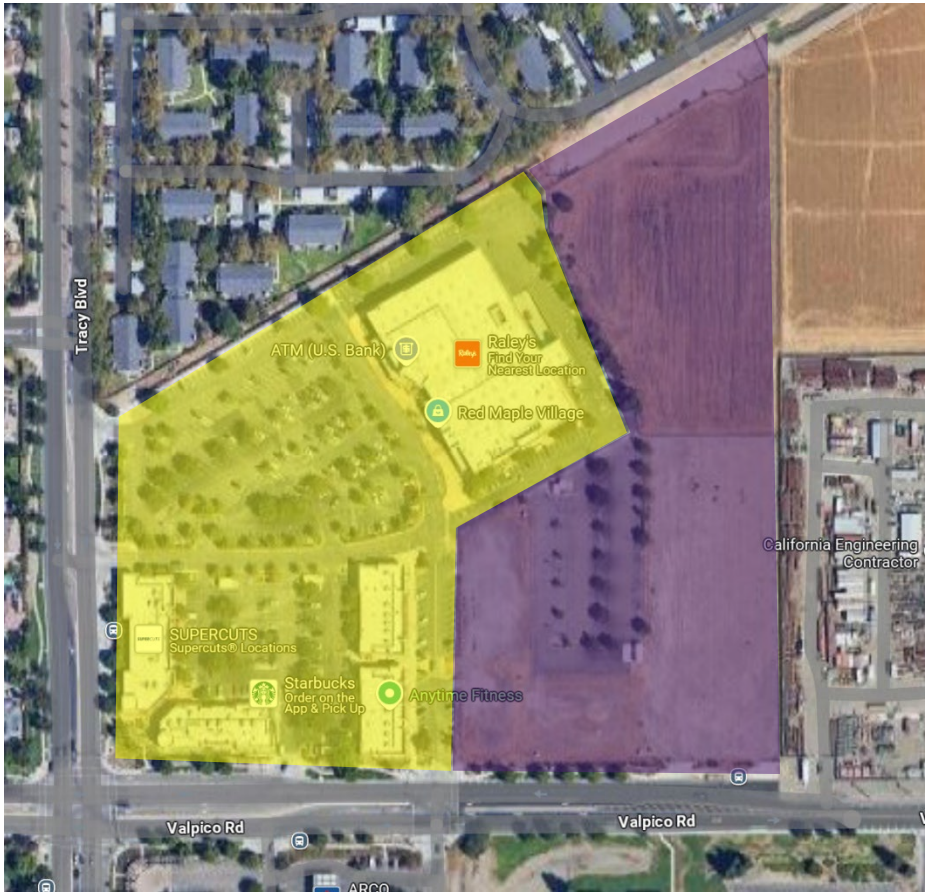
General Plan Land Use Designation



N

Village Center

ISP.existing.land.use.designations



ISP.proposed.land.use.designation



N

Village Center

Limited Industrial

City Council Public Hearing
June 17, 2025

Amendment to the Industrial Areas Specific Plan (ISP)

APNs: 246-130-15, 246-130-20, 264-130-25

Permit No. SPA24-0002

Project Location



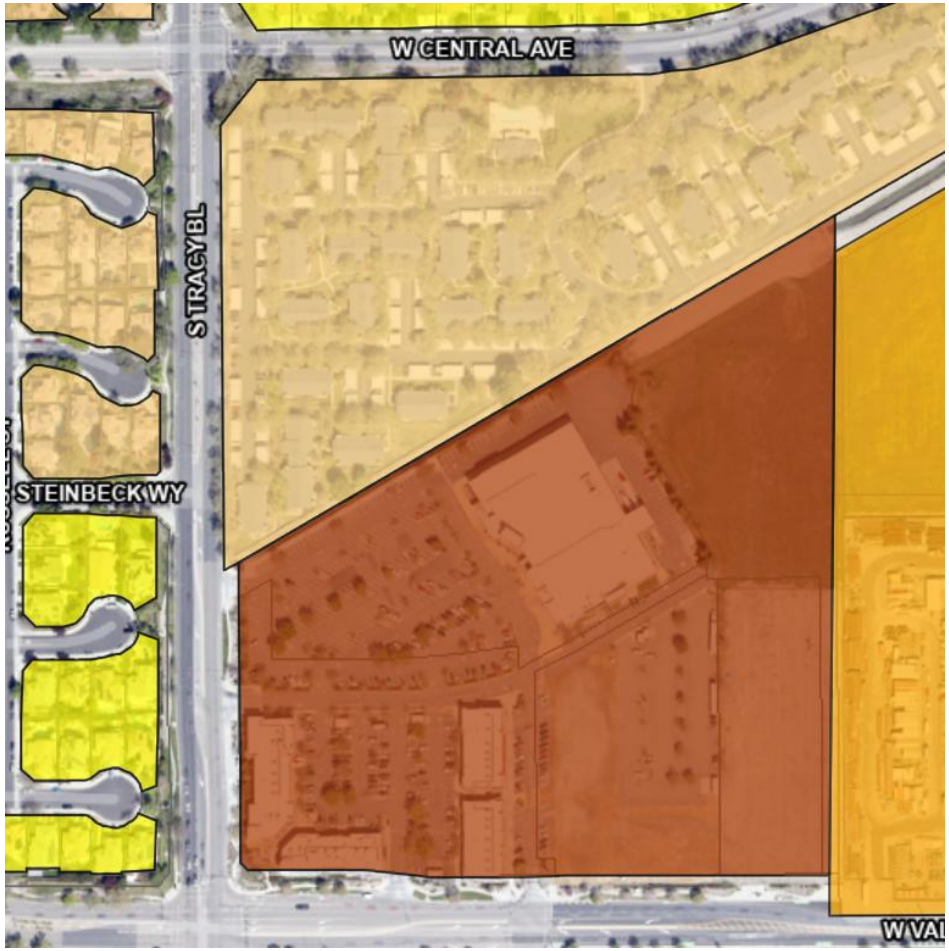
N

TRACY

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General Plan Land Use Map

Village Center



N

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Existing ISP Land Uses

Village Center

Limited Industrial



N

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Proposed ISP Land Uses

Village Center

Limited Industrial



N

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Thank You!

June 17, 2025

Agenda Item 3.C

RECOMMENDATION

The Planning Commission recommends that the City Council conduct a public hearing, and upon its conclusion:

1. **Introduce an ordinance amending Tracy Municipal Code Section 10.08.4440 to add a definition for fuel pricing signs and amending Section 10.08.4500(g) to exempt fuel pricing signs from the standard limiting the number of monument signs to two per parcel; and**

2. **Determine that this amendment to the Tracy Municipal Code does not have the potential for causing a significant effect on the environment and therefore pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), no additional environmental review is necessary.**

EXECUTIVE SUMMARY

This agenda item regards a proposed amendment to Sections 10.08.4440 and 10.08.4500(g) of the Tracy Municipal Code Section (Sign Ordinance) that would add a definition for "Fuel Pricing Sign." The code amendment was initiated by the property owner. It would apply Citywide and would impact existing and future fueling stations. The Planning Commission recommended approval.

BACKGROUND AND LEGISLATIVE HISTORY

The code amendment was initiated by the owner of the commercial property at 4600 S. Corral Hollow Road based off their experience. The site currently contains a new fueling station that was built on the corner of the single-parcel shopping center. California Business and Professions Code Section 13531 requires fueling stations (gas stations) to provide at least one fuel pricing sign facing each fronting street. Due to the State requirement, the fueling station used both permitted monument signs for the entire site. As a result, no other monument signs are available for future interior tenants or for the overall shopping center.

On May 14, 2025, the Planning Commission met and considered this matter. After hearing from staff and the applicant, the Planning Commission voted to approve, with four approval votes and one abstention, to recommend that City Council approve the sign ordinance amendment to the Tracy Municipal Code, as described above.

ANALYSIS

The purpose of this amendment is to address a conflict in the existing Sign Ordinance that results from the standard restricting each parcel to a maximum of two monument signs and, specifically, the conflict with fuel pricing signs. Some shopping centers are comprised of multiple underlying parcels though they appear and operate as a single site. Other shopping centers are comprised of a single parcel. The former is allowed two signs per parcel while the latter would be allowed no more than two monument signs. This appears to be an unintentional oversight. In addition, fueling stations (gas stations) are required by California Business and

Professions Code Section 13531 to provide at least one fuel pricing sign facing each fronting street. A corner location would need one sign on each frontage.

To resolve this conflict, staff recommends an amendment to Sections 10.08.4440 and 10.08.4500(g) of the Tracy Municipal Code Section (Sign Ordinance) that would add a definition for "Fuel Pricing Sign" and would exempt these signs from the two-per-parcel maximum. The proposed amendment would add the following definition to Section 10.08.4440:

> "Fuel Pricing Sign" shall mean a monument sign at a fueling station depicting the price of fuel as required by Business and Professions Code Section 13531.

In addition, the proposal would amend Section 10.08.4500(g)(1)(vii) as follows:

> vii: Maximum number of signs permitted: Two (2) per parcel. Fuel Pricing Signs shall not be counted towards this maximum but shall comply with all other standards.

The proposed amendment would exclude Fuel Pricing Signs from the two-per-parcel monument sign standard. The Fuel Pricing Signs would still be bound by the height, area, location, and all other standards that apply to monument signs. They just would not contribute to the maximum monument sign count. In the example above, the shopping center would be allowed an additional two monument signs. In addition, the amendment would apply Citywide and would impact existing and future fueling stations.

FISCAL IMPACT

The proposed action will have no direct fiscal impact on the City of Tracy. The applicant paid the application processing fees established by the City Council.

CEQA DETERMINATION

The proposed amendment to the Tracy Municipal Code does not have a potential for causing a significant effect on the environment and therefore no additional environmental review is necessary pursuant to CEQA Guidelines Section 15061(b)(3).

STRATEGIC PLAN

This agenda item is not related to any City Council Strategic Priorities.

COORDINATION

The department coordinated with the City Attorney on the proposed language for the ordinance amendment. The Planning Commission considered and recommended the ordinance amendment on May 14, 2025. The ordinance amendment will require a second reading and a notice in the local judicated publication.

ACTION REQUESTED OF THE CITY COUNCIL

Planning Commission recommends that the City Council conduct a public hearing, and upon conclusion:

1. Introduce an ordinance amending Tracy Municipal Code Section 10.08.4440 to add a definition for fuel pricing signs and amending Section 10.08.4500(g) to exempt fuel pricing signs from the standard limiting the number of monument signs to two per parcel; and

2. Determine that this amendment to the Tracy Municipal Code does not have the potential for causing a significant effect on the environment and therefore pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), no additional environmental review is necessary.

Prepared by: Genevieve Federighi, Senior Planner

Reviewed by: Scott Claar, Planning Manager
Forrest Ebbs, Director of Community and Economic Development
Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Ordinance

Attachment A

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. 2025-_____

---

1. **AMENDING TRACY MUNICIPAL CODE SECTION 10.08.4440, ADDING A DEFINITION FOR "FUEL PRICING SIGN" AND AMENDING SECTION 10.08.4500(g) TO EXCLUDE FUEL PRICING SIGNS FROM THE STANDARD LIMITING THE NUMBER OF MONUMENT SIGNS TO TWO PER PARCEL; AND**

2. **DETERMINING THAT THE ZONING TEXT AMENDMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3), PROJECTS WITH NO POTENTIAL FOR CAUSING A SIGNIFICANT EFFECT ON THE ENVIRONMENT.**

WHEREAS, Tracy Municipal Code Section 10.08.4440 does not currently differentiate between fuel pricing signs required by California Business and Professions Code Section 13531 and other monument signs; and

WHEREAS, Tracy Municipal Code Section 10.08.4500(g) currently restricts the number of monument signs to two per parcel; and

WHEREAS, the imposition of the restrictions contained in Section 10.08.4500(g) on a commercial shopping center site containing a fueling station subject to B&P Code Section 13531 inadvertently and unintentionally restricts the ordinary use of signs; and

WHEREAS, the proposed amendment to the Tracy Municipal Code does not have a potential for causing a significant effect on the environment and therefore no additional environmental review is necessary pursuant to CEQA Guidelines Section 15061(b)(3); and

WHEREAS, The Planning Commission conducted a public hearing to review and consider this matter on May 14, 2025, and recommended approval of the amendment; and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on June 17, 2025;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1: Tracy Municipal Code Section 10.08.4440 is amended to include the following definition:

"Fuel Pricing Sign" shall mean a monument sign at a fueling station depicting the price of fuel as required by Business and Professions Code Section 13531.

SECTION 2: Tracy Municipal Code Section 10.08.4500(g)(1)(vii) is amended as follows:

(vii) Maximum number of signs permitted: Two (2) per parcel. Fuel Pricing Signs shall not be counted towards this maximum but shall comply with all other standards.

SECTION 3: The Council determines that the proposed amendment to the Tracy Municipal Code does not have a potential for causing a significant effect on the environment and therefore no additional environmental review is necessary pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 4: This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 5: This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

* *

The foregoing Ordinance 2025-_____ was introduced at a regular meeting of the Tracy City Council on the 17th 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:
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, California

Date of Attestation: _____

Fuel Price Sign Ordinance Amendment

Z24-0003

New Definition

"Fuel Pricing Sign" shall mean a monument sign at a fueling station depicting the price of fuel as required by Business and Professions Code Section 13531.

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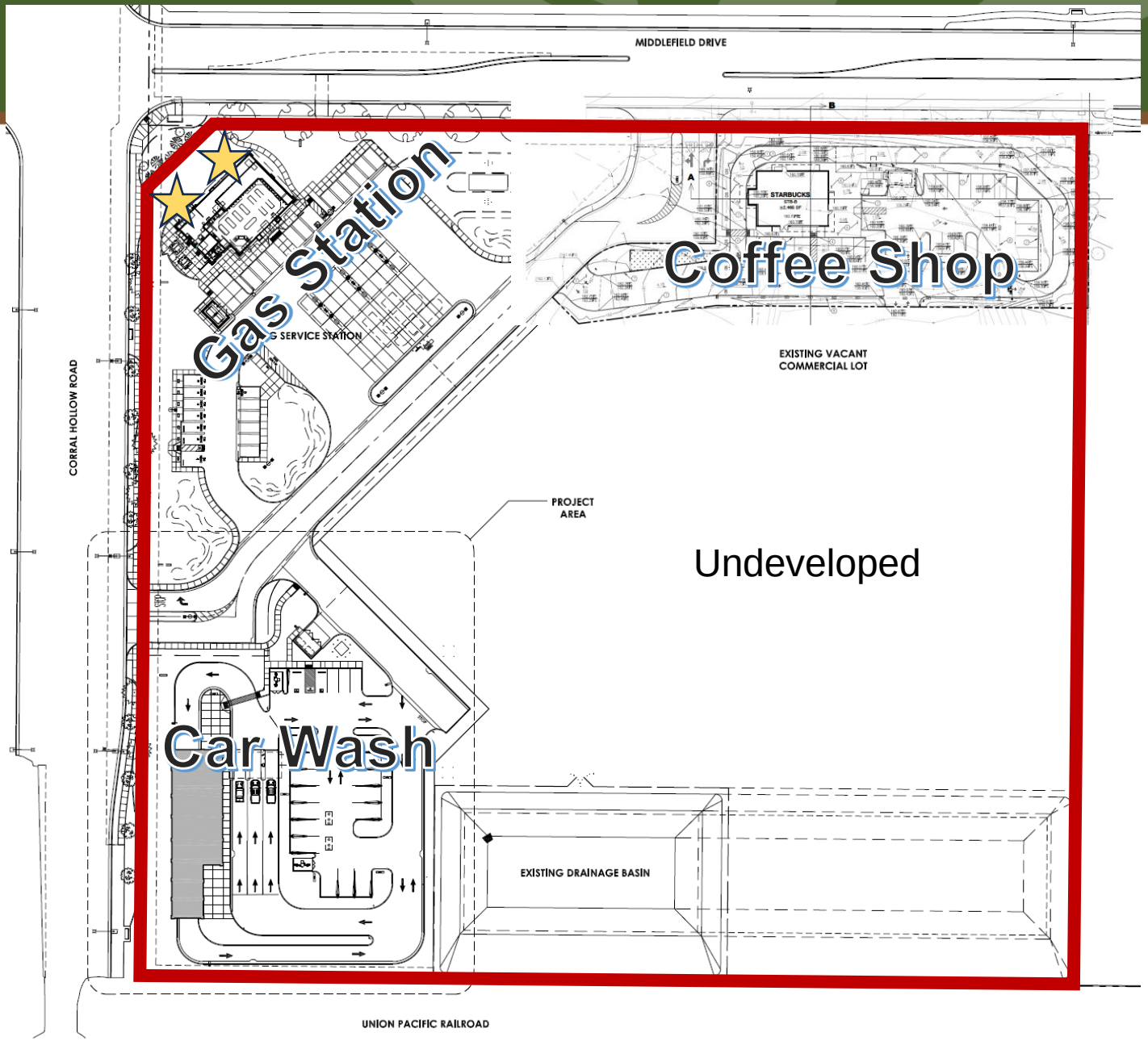
Exemption

Standard Monument Signs

Maximum number of signs permitted: Two (2) per parcel. Fuel Pricing Signs shall not be counted towards this maximum but shall comply with all other standards.

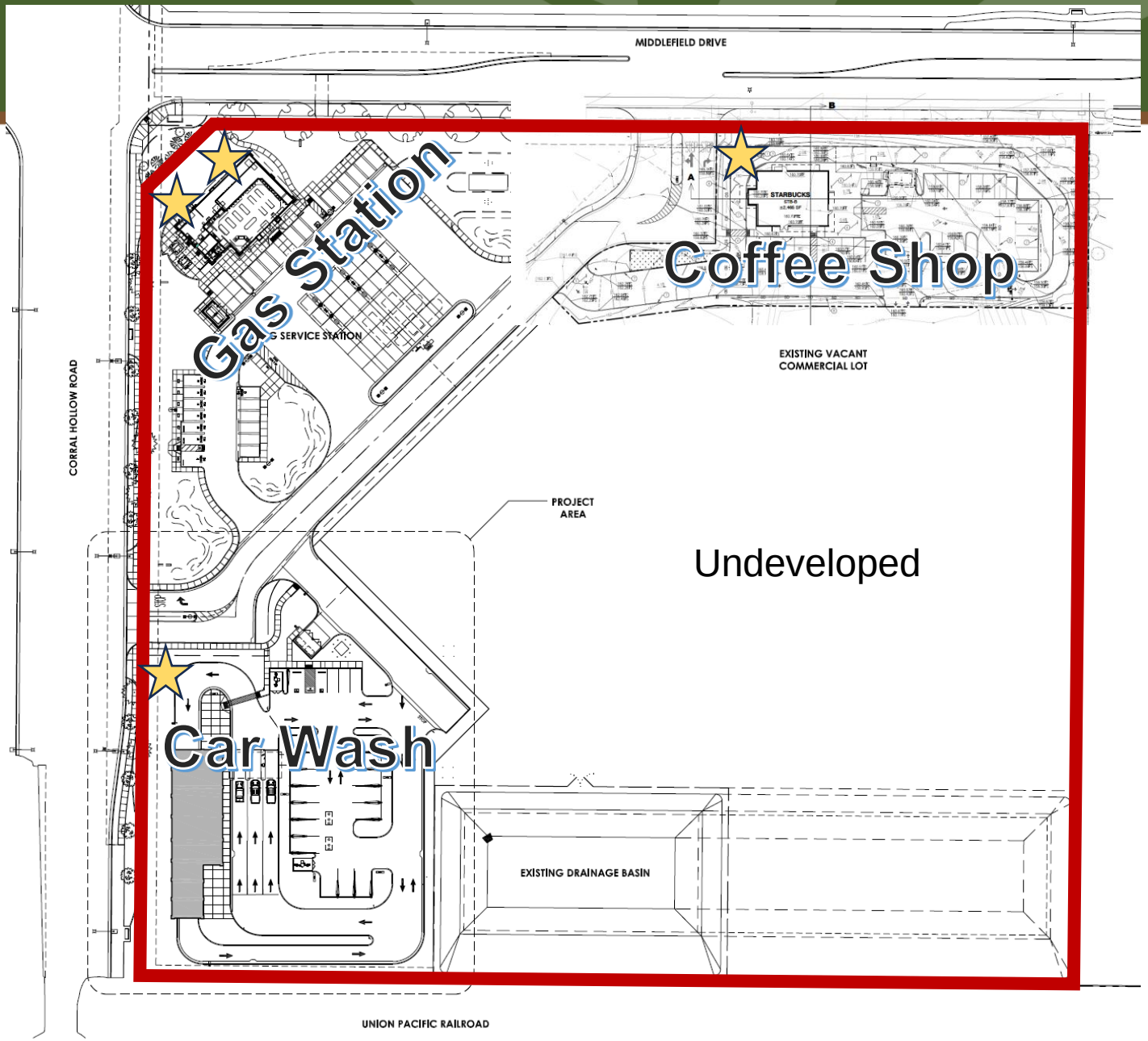
TRACY
Think Inside the Triangle™

Example – Existing Standards



TRACY
Think Inside the Triangle™

Example – Proposed Exemption



TRACY
Think Inside the Triangle™

Thank you!

June 17, 2025

Agenda Item 3.D

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 approving the Engineer's Report regarding the proposed levy and collection of assessments for the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025/2026; and

(2) Adopt a Resolution ordering the levy and collection of assessments within the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025/2026.

EXECUTIVE SUMMARY

After review and consideration of the public comments received, staff recommends that the City Council approve the Tracy Consolidated Landscape Maintenance District (District) Engineer's Report and authorize the levy and collection of assessments for Fiscal Year 2025/2026.

On June 3, 2025, per Resolution 2025-106 and 2025-107, the City Council approved the District's preliminary Engineer's Report and declared its intention to levy annual assessments for the maintenance of landscaping and related appurtenances in the District.

BACKGROUND AND LEGISLATIVE HISTORY

Prior to Fiscal Year 2003-2004, the City managed three (3) landscape maintenance districts. Each of these districts was 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 EDUs 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 Engineers 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.

On June 3, 2025, per Resolution 2025-106 and 2025-107, the City Council approved the District preliminary Engineer's Report and declared its intention to levy annual assessments for the maintenance of landscaping and related appurtenances in the District.

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.

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 their 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 are 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 recognize the financial complexities within the District and anticipate bringing an informational item forward to the City Council to discuss the financial health of the District.

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. Prop 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 Prop 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:

- Six (6) Zones are projected not to 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 increase their respective reserve budget to support future amenity replacements.
- 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

A notice was published in the Tracy Press on/or before June 6, 2025. In addition, 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 District landing page (https://www.cityoftracy.org/our-city/departments/parks-recreation-department/parks-and-facilities/landscape-maintenance-district-lmd) 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 District 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.

CEQA DETERMINATION

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 § 22623 *et seq.*:

(1) Adopt a Resolution approving the Engineer’s Report regarding the proposed levy and collection of assessments for the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025/2026; and
(2) Adopt a Resolution ordering the levy and collection of assessments within the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2025/2026.

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: Midori Lichtwardt, City Manager

Attachments:

Attachment A: Engineer’s Report, Tracy Consolidated Landscape Maintenance District for Fiscal Year 2024-2025

CITY OF TRACY CALIFORNIA
Think Inside the Triangle™

CITY OF TRACY

ENGINEER'S REPORT
FISCAL YEAR 2025-26
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

June 2025

Harris & Associates

Prepared by

Harris & Associates
1401 Willow Pass Road, Suite 500
Concord, CA 94520
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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

_____
APRIL B. A. QUINTANILLA
CITY CLERK
CITY OF TRACY

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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 11th day of June, 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

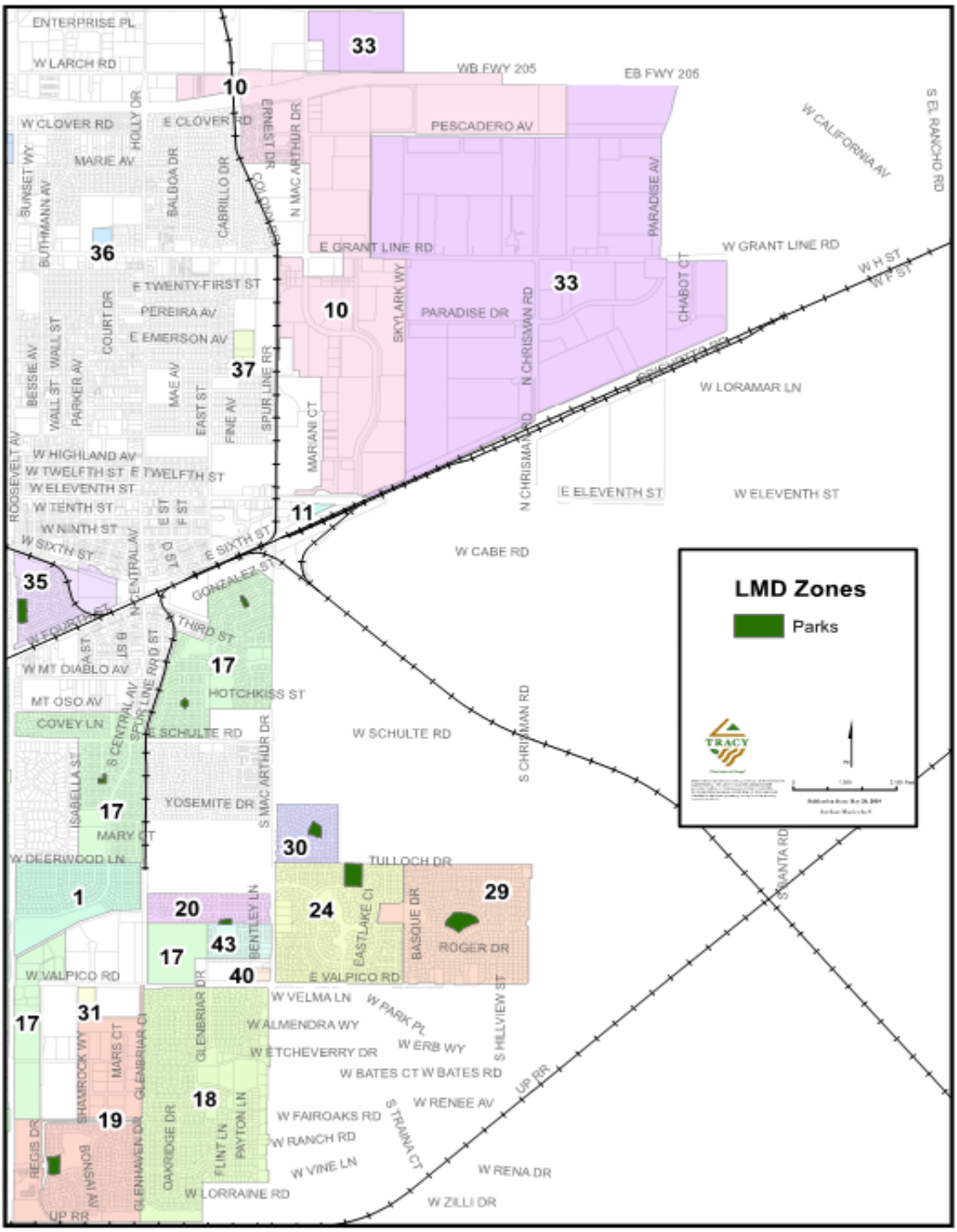
Summary of Maintenance Activities and Levels of Service

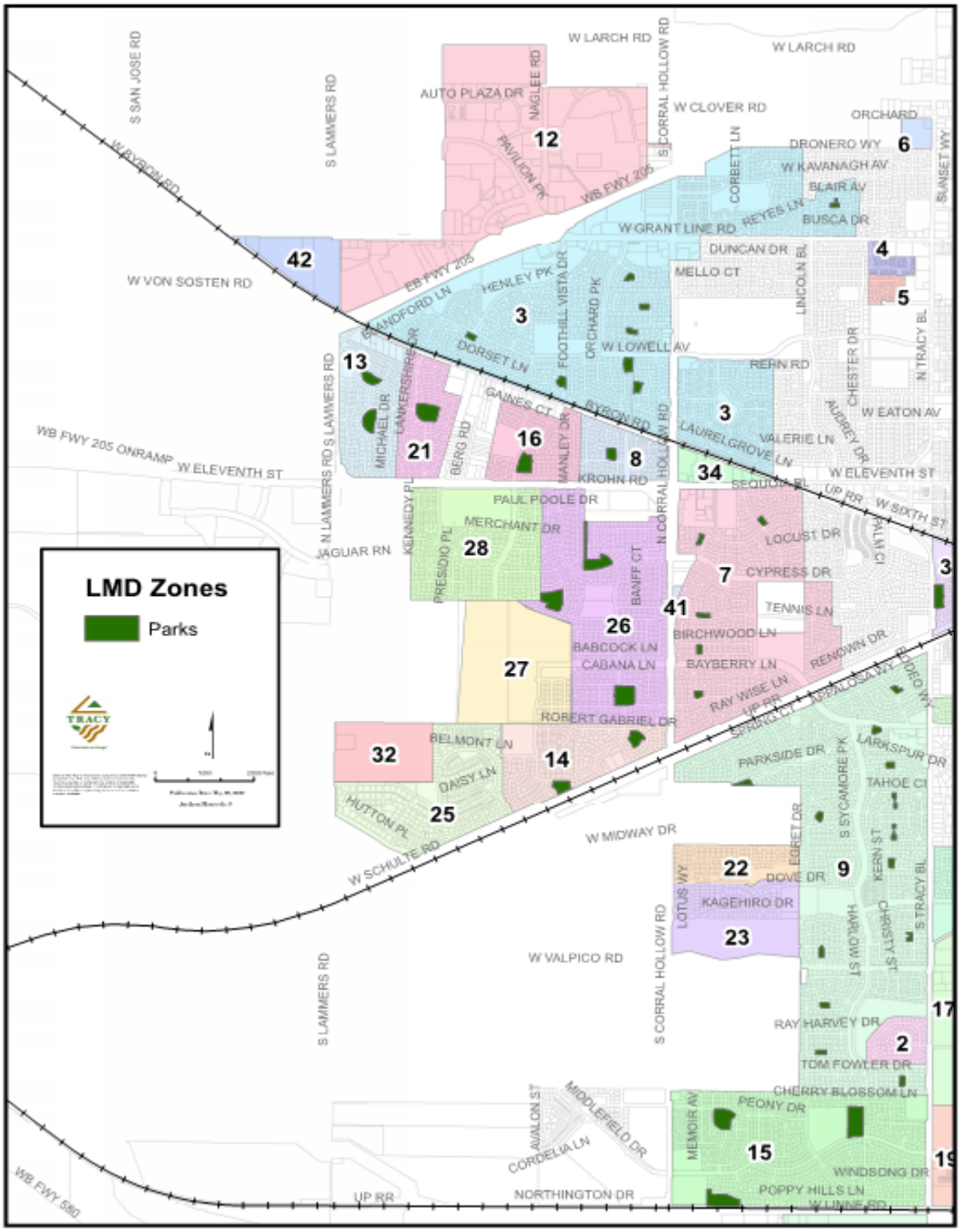
Operational Service Levels

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
CORBETT LN
SUNSET WY
W GRANT LINE RD
DUNCAN DR
MELLO CT
LINCOLN BL
W VON SOSTEN RD
EB FWY 205
HENLEY PK
FOOTHILL VISTA DR
ORCHARD PK
W LOWELL AV
RERN RD
CHESTER DR
N TRACY BL
W EATON AV
AUDREY DR
VALERIE LN
LAUREL GROVE LN
SEQUOIA BL
W ELEVENTH ST
W SIXTH ST
UP RR
WB FWY 205 ONRAMP
KROHN RD
PAUL POOLE DR
MERCHANT DR
LOCUST DR
CYPRESS DR
TENNIS LN
BIRCHWOOD LN
BAYBERRY LN
RENOWN DR
RAY WISE LN
SPARKLING WY
ARALOSA WY
ROBERT GABRIEL DR
BABCOCK LN
CABANA LN
BANFF CT
KENNEDY PL
PRESIDIO PL
JAGUAR RN
BELMONT LN
DAISY LN
HUTTON PL
W SCHULTE RD
W MIDWAY DR
PARKSIDE DR
LARKSPUR DR
TAHOE CT
S SYCAMORE PK
EGRET DR
KERN ST
S TRACY BL
DOVE DR
KAGEHIRO DR
LOTUS WY
HAROLD ST
CHRISTY ST
W VALPICO RD
RAY HARVEY DR
TOM FOWLER DR
CHERRY BLOSSOM LN
PEONY DR
MEMOIR AV
AVALON ST
MIDDLEFIELD DR
CORDELIA LN
NORTHINGTON DR
POPPY HILLS LN
WINDSONG DR
W LINNE RD
WB FWY 580
42
12
6
4
5
3
13
21
16
8
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.

Tracy Consolidated Landscape Maintenance District

June 17, 2025



Overview

- Landscape and Lighting Act 1972
- Proposition 218
- Background
- Current Layout
- Engineer's Report
- Recommendation
- Questions

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Landscape and Lighting Act 1972

The Streets and Highway Code Section 22500-22509 governs the Landscaping and Lighting Act of 1972 (the "Act").

- A district is a funding mechanism to cover the costs of maintenance that provide a **special benefit** for properties in a defined area.
- The Act allows Districts / Zones to be formed by a majority vote of affected property owners by an assessment balloting measure.
- Annual charges (assessments) are calculated on a benefit formula that calculates the value, or benefit, a property receives from the amenities in the area.

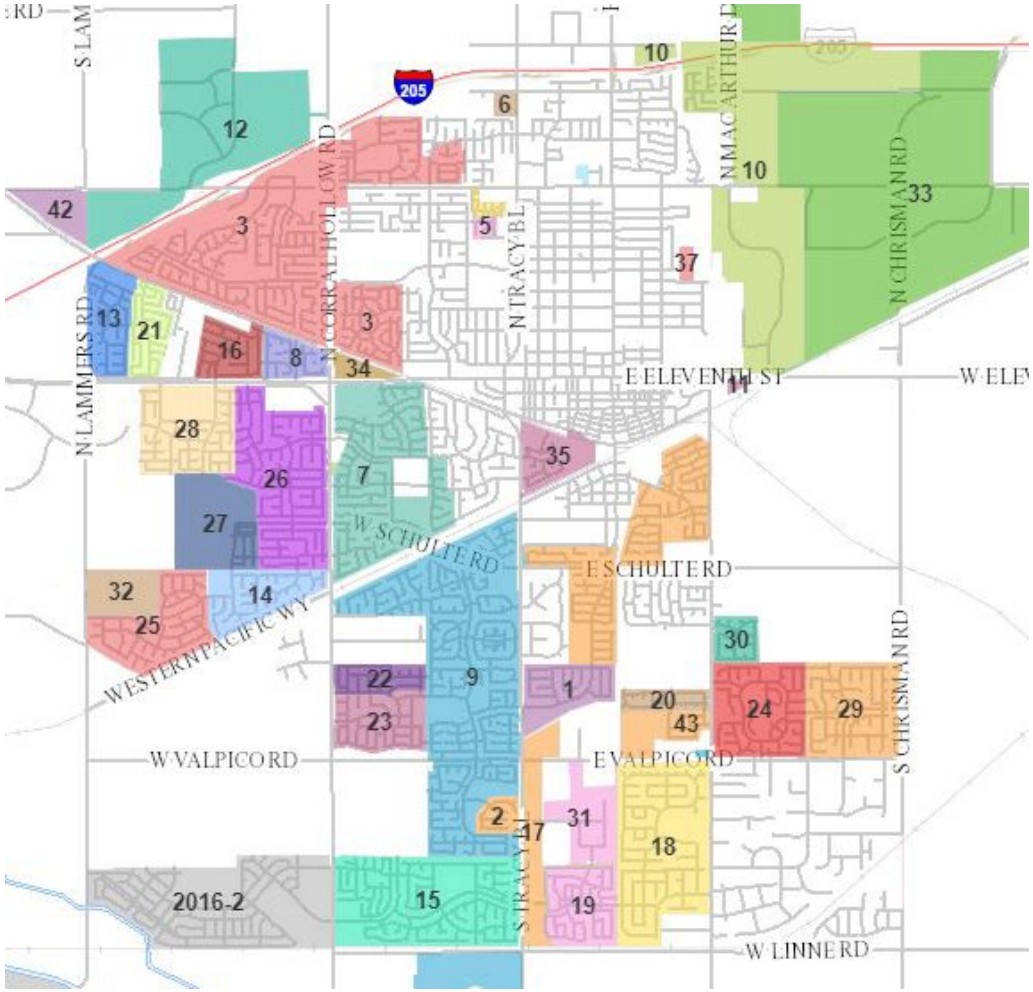
Proposition 218

- In November 1996, California voters passed Prop 218.
- Requires property owner approval for assessment increases exceeding an established, adjusted maximum.
- A majority protest exists if there are more negative votes than positive, weighted in proportion to assessment amount for each property.



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Current Layout



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TRACY

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Engineer's Report

- Required annually per Landscape and Lighting Act of 1972
- Provides details on the improvements that are maintained, the boundaries, and estimated budget for each zone.
- Must be approved by the legislative body each year to levy and collect assessments.
- Zone budgets should be viewed as an independent budget as funds from Zone to Zone cannot be comingled.

Not Assessed	Increase Reserves	Utilize Reserves	Eliminate Reserve Deficit	Reduce Reserve Deficit
6 Zones	15 Zones	15 Zones	1 Zone	4 Zones

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Next Steps

- Educate stakeholders.



Recommendation

1. Approving the Engineer's Report for FY 25/26.

2. Ordering the levy and collection of assessments within the Tracy Consolidated Landscape Maintenance District for Fiscal Year 25/26.

TRACY
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Questions

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972 FOR FISCAL YEAR 2025/2026

WHEREAS, the City Council of the City of Tracy, pursuant to the "Landscaping and Lighting Act of 1972," codified in Division 15, Part 2 of the California Streets and Highways Code ("Act"), approved the preliminary Engineer's Report ("Report") for the Tracy Consolidated Landscape Maintenance District ("District") for Fiscal Year 2025/2026 (see Resolution No. 2025-106); and

WHEREAS, the Report was filed with the City Clerk, and upon review of the Report, the City Council declared, by Resolution No. 2025-107, its intention to levy and collect assessments within the District for Fiscal Year 2025/2026, and fixed June 17, 2025, as the public hearing date to accept public comments and testimony regarding the District and proposed assessments in accordance with the Act; and

WHEREAS, the City Council has examined and reviewed the Report and is satisfied with the description of the District, the Zones and improvements identified therein, each of the budget items and documents as set forth, and is satisfied that the proposed assessments have been spread proportionately 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 Council action and incorporated herein; and

WHEREAS, the City Council has heard and considered the public comments received for this item; and 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 be it further,

FURTHER RESOLVED: That the City Council finds that the Engineer's Report, as previously presented or as modified by direction of the City Council, consists of the following:

a. A sufficient description of the territory and properties within the District, the Zones therein, and the improvements and services to be provided; and
b. The Annual Budgets associated with the various improvements and services provided by the District (an estimate of the costs and expenses required for the operation and maintenance of the improvements within the various Zones of the District); and
c. An Assessment Rate per benefit unit and description of the Method of Apportionment sufficient to calculate the proportional special benefit assessment to be applied to each parcel for Fiscal Year 2025/2026, and identification of the

maximum assessment rates that may be applied to properties within each Zone of the District, and Assessment Roll identifying the special benefit assessment proposed for each assessed parcel within the District; and be it further,

FURTHER RESOLVED: That the City Council hereby approves the Report as presented or as modified by City Council action and orders said Report to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection; and be it further,

FURTHER RESOLVED: That the City Council hereby directs the City Clerk to certify as to the passage and adoption of this Resolution and to reflect in the minutes of this meeting the presentation and final approval of the Report.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 17th 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 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 NO. _____

ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2025/2026

WHEREAS, the City Council of the City of Tracy, pursuant to the "Landscaping and Lighting Act of 1972," codified in Division 15, Part 2 of the California Streets and Highways Code ("Act"), initiated 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 (the Assessment Engineer for the District) has prepared and filed the District Engineer's Report ("Report") for Fiscal Year 2025/2026 with the City Clerk pursuant to the Act, and said Report has been presented to the City Council, and is incorporated herein by reference; and

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025, and ending June 30, 2026, to pay the costs and expenses of operating, maintaining, and servicing landscaping and appurtenant facilities located within the District; and

WHEREAS, the City Council has heard and considered the public comments received for this item; and 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 be it further

FURTHER RESOLVED: The City Council finds that the following notice duly given, the City Council has held a full and fair Public Hearing regarding a Resolution approving or amending the Report prepared in connection herewith, the levy and collection of assessments, and considered all oral and written statements, protests and communications made or filed by interested persons.

1. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds, determines, and certifies that:
    a. The land within the District will receive special benefits by the operation, maintenance, and servicing of landscaping and appurtenant facilities within the boundaries of the District; and
    b. The District includes all of the land receiving such benefit; and
    c. The net amount to be assessed upon the lands within the District has been apportioned by a formula and method which fairly distributes the net amount among the eligible parcels in proportion to the special benefit to be received by

each parcel from the improvements and services for the fiscal year commencing July 1, 2025, and ending June 30, 2026; and

d. The proposed special benefit assessments calculated and apportioned for Fiscal Year 2025/2026 are consistent with the previously adopted Rate and Method approved by the property owners within the District by the provisions of the California Constitution Articles XIIIC and XIIID, and meet the requirements of Proposition 218; and
e. The assessments are in accordance with Article 4 of Chapter 1 of Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22565, in connection with the proposed levy and collection of assessments related thereto; and
f. The assessments to be levied are without regard to property valuation.

2. The Report and assessments as presented to the City Council and on file with the City Clerk are hereby confirmed as filed.
3. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the maintenance, operation, administration, and servicing of the improvements including turf, ground cover, shrubs and trees, irrigation systems, water features, channel way landscape, and all appurtenant facilities related thereto or that may be authorized pursuant to the provisions of the Act.
4. The County Auditor of San Joaquin County shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.
5. The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the Tracy Consolidated Landscape Maintenance District, and such money shall be expended only for the maintenance, operation and servicing of the landscaping, parks, and appurtenant facilities as described in the Report.
6. The adoption of this resolution constitutes the District's levy for the fiscal year commencing July 1, 2025, and ending June 30, 2026.
7. The City Clerk or their designee is hereby authorized and directed to file the levy with the County Auditor upon adoption of this resolution.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 17th 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 QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

June 17, 2025

Agenda Item 3.E

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution directing staff to initiate a comprehensive general benefit and reorganization analysis of the Landscape Maintenance District (LMD) to identify long-term, sustainable maintenance and funding strategies.

EXECUTIVE SUMMARY

The City's Landscape Maintenance District (LMD), comprising 41 distinct zones, is at a financial and operational crossroads. While originally designed to be self-sustaining through property assessments, the LMD now faces mounting fiscal pressure due to rising maintenance costs and undercapitalization of assets.

Staff aims to inform the Council and public on the pressing realities confronting the LMD. This report is intended to provide the foundation for the Council to make informed decisions about how to address the systemic funding challenges that now threaten maintenance standards, infrastructure longevity, and community aesthetics across many LMD zones.

To proceed thoughtfully, the staff is requesting approval to initiate a comprehensive general benefit and reorganization analysis that will clarify options, quantify impacts, and inform a long-term Council approved action plan. The analysis is an essential first step. Without it, the City faces difficult trade-offs that may include continued degradation of parks and streetscapes, reduced service levels, asset removal, or park amenity closures in underfunded zones.

Staff anticipate returning to Council upon completion of the analysis to present detailed recommendations, including potential ballot measures, service reconfigurations, and capital planning strategies.

BACKGROUND AND LEGISLATIVE HISTORY

A LMD is a funding mechanism established by local governments in accordance with the State of California Landscape and Lighting Act of 1972 (Act), Streets and Highways Code Section 22500, et seq. The purpose of LMD's is to provide benefiting property owners, in a defined geographic area, the opportunity to pay for enhanced maintenance of certain public landscaping improvements. In a properly funded LMD, enhanced maintenance would include amenity replacement when amenities reach the end of their useful life or are severely damaged. The maintenance services provided are funded through annual assessments levied upon properties that receive the special benefit and are collected with the regular property taxes. All assessment revenue is dedicated exclusively for the administration, operation, and maintenance of the respective public landscaping improvements.

Prior to Fiscal Year (FY) 2003-2004, the City operated three (3) separate LMDs, each with specific improvement areas and assessment structures. Recognizing an opportunity for administrative efficiency, the City Council consolidated these three (3) districts into a single district pursuant to Section 22605(d) of the Act. At that time, the thirty (30) original zones were re-evaluated, and adjustments were made to better reflect special benefits, resulting in the creation of thirty-seven (37) zones. Subsequent annexations have expanded the total to forty-one (41) active zones today.

Each LMD zone is intended to be self-funded through annual property tax assessments. However, each LMD zone individually calculated the tax assessments; as such, not all LMD zones included cost escalators or factors such that amenity replacements and other financial impacts were fully accounted for. Complicating this further, the costs of materials and labor have not remained static and instead have grown exponentially over the years as impacted by inflation, recessions, and other financial considerations. As a result, as the City has grown and maintenance costs have risen, a growing number of zones, currently two-thirds, have reached their maximum allowable assessment and are no longer financially sustainable.

To triage the funding gap, the City has implemented a maintenance tiered service level system:

- Level A – Weekly service; 5-year tree trimming cycle; clean and uniform aesthetics; and
- Level B – Bi-weekly service; 7–8-year tree trimming cycle; moderate degradation; and
- Level C – Monthly service; 9–10-year tree trimming cycle; visible decline.

In 2006, it was determined that a higher level of landscape maintenance service was necessary for Zone 17. To support the increased service level, an adjustment to the annual assessment was required. In accordance with Proposition 218, which mandates property owner approval for assessment increases beyond the established maximum, a special balloting process was conducted. Zone 17 property owners approved the proposed increase, and per Resolution 2006-207, the revised assessment became effective in Fiscal Year 2007–2008. The increased funding provided the City with the financial capacity to deliver enhanced maintenance services and undertake critical capital improvements within the zone. Notably, the additional revenue supported the rehabilitation of aging playground infrastructure at Lester Huck Park and Larry Sullivan Park. Furthermore, the City was able to upgrade irrigation systems throughout the zone, promoting healthier and more resilient landscaping. These improvements have significantly contributed to the long-term functionality, safety, and aesthetic value of public landscapes in Zone 17. The successful reassessment has proven essential in sustaining elevated service levels and ensuring the continued vitality of these community assets.

In recent years, Council has strategically augmented LMD operations with General Fund support, particularly for high-visibility arterial streetscapes that serve the broader public and provide a general community benefit. This practice aligns with the best fiscal policy by ensuring General Fund expenditures are equitably allocated. For perspective, an arterial street such as Corral Hollow Road has eleven (11) zones, all at varying service levels. Prior to General Fund contributions to arterial streetscape maintenance, there was a stark and noticeable difference from those areas that received weekly service versus those that were serviced every other week, or even monthly, based on the service level for the zone.

With the support of the General Fund, the arterial streetscapes are now being serviced at a Level A service, creating a consistent uniform appearance of the streetscapes and simplifying operations within these corridors. It is important to note that the recently enhanced General Fund funding for arterials did not account for capital improvements or staff hours for irrigation repairs and vandalism occurring in the arterial streetscapes.

On December 5, 2023, the City Council adopted Resolution No. 2023-231, authorizing the retention of Harris & Associates (Harris) to provide administrative, engineering, and financial consulting services related to the City's Landscape Maintenance Districts. The City entered into a Professional Services Agreement (PSA) with Harris as an annual contract, with the option to renew for up to four (4) additional years. The PSA has since been extended through Amendment No. 1, and now has a revised term ending December 31, 2025. The services to provide a general benefit and reorganization analysis are within their existing scope of work.

ANALYSIS

The Parks, Recreation & Community Services Department is responsible for administering the LMD, which today encompasses:

- 48 parks; and
- 220+ acres of landscaped areas; and
- 28,000+ trees; and
- 170+ acres of arterials and channelways.

The LMD is at a crossroads where 66% of the Zones are at their maximum assessment and the majority of those Zones are unable to cover the cost of maintenance or the appropriate accumulation for capital reserves. Rising maintenance costs coupled with the need to plan for capital expenses have placed many zones in a critical financial condition. The trajectory is that expenses will continue to outpace assessments. In addition, many assets within zones have, or in the near term, will reach their useful life, requiring significant financial investment. Attachment A provides a visual overview of all the zones' current service levels.

The LMD has financially struggled for several years. The primary reason for this struggle is that the 41 Zones, when originally formed, did not properly account for collecting the necessary reserves for capital repair and replacement projects for park infrastructure and landscaping. The undercapitalization of the zones is exacerbated by the cost escalation on goods and services over time, which is then compounded by inflation. Simply put, the existing funds are insufficient to repair, replace, replant, or re-seed the undercapitalized zones. As a result, staff must balance using available funds for necessary maintenance costs while attempting to retain some nominal funding for future capital expenses.

This challenge of LMD parks reaching a dilapidated state was highlighted in the City's 2022 Citywide Parks, Recreation, and Trails Master Plan Update (PRTMP), adopted by the City Council by Resolution 2022-150. Through significant public outreach, the community emphasized its clear priority: maintain and enhance existing parks before building new ones.

If no action is taken to correct the trajectory of the LMD, impacts will vary zone to zone and may result in, but are not limited to, the following:

- Accelerated depletion of Zone reserves; and
- Declining aesthetics and resident satisfaction; and
- Asset removal without replacement (e.g., closed playgrounds, removed benches); and
- Decreased property values; and
- Increased long-term rehabilitation costs.

Next Steps & Strategic Framework

The LMD has unique financial challenges due to the funding restrictions imposed by legislative statutes. The LMD's challenges are complex and interrelated, requiring a methodical, phased, and data-driven approach. Staff recommends initiating a general benefit (i.e., benefits shared broadly across the city and not limited to assessed properties) and reorganization analysis, which will serve as the foundation for more informed and sustainable capital investments and park and landscaping funding decisions.

The analysis will:

- Quantify and distinguish general versus special benefits for the strategic use of General Fund dollars (critical for fiscal integrity); and
- Identify zone consolidation opportunities for administrative/operational efficiency; and

- Recommend pathways forward, including a Proposition 218 initiative; and
- Inform the feasibility of other cost reduction strategies, such as converting non-functional turf to drought-tolerant landscaping to reduce utility costs.

As a full-service city with diverse infrastructure and service demands, it is imperative that the Council has a comprehensive understanding of the full parks and public landscape system before undertaking structural reforms.

FISCAL IMPACT

Staff is requesting approval to initiate a comprehensive general benefit and reorganization analysis of the LMD to identify long-term, sustainable maintenance and funding strategies to support the LMD.

PUBLIC OUTREACH / INTEREST

Staff has developed an LMD landing page on the City's website (https://www.cityoftracy.org/our-city/departments/parks-recreation-department/parks-and-facilities/landscape-maintenance-district-lmd) to provide stakeholders with valuable information pertaining to their Zone. Also, an LMD brochure has been created along with business cards with a QR code that links to the City's LMD webpage.

COORDINATION

This report was prepared by the Parks, Recreation, and Community Services Department in coordination with the Finance Department.

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; "CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)). 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 adopt a Resolution directing staff to initiate a comprehensive general benefit and reorganization analysis of the Landscape Maintenance District (LMD) to identify long-term, sustainable maintenance and funding strategies.

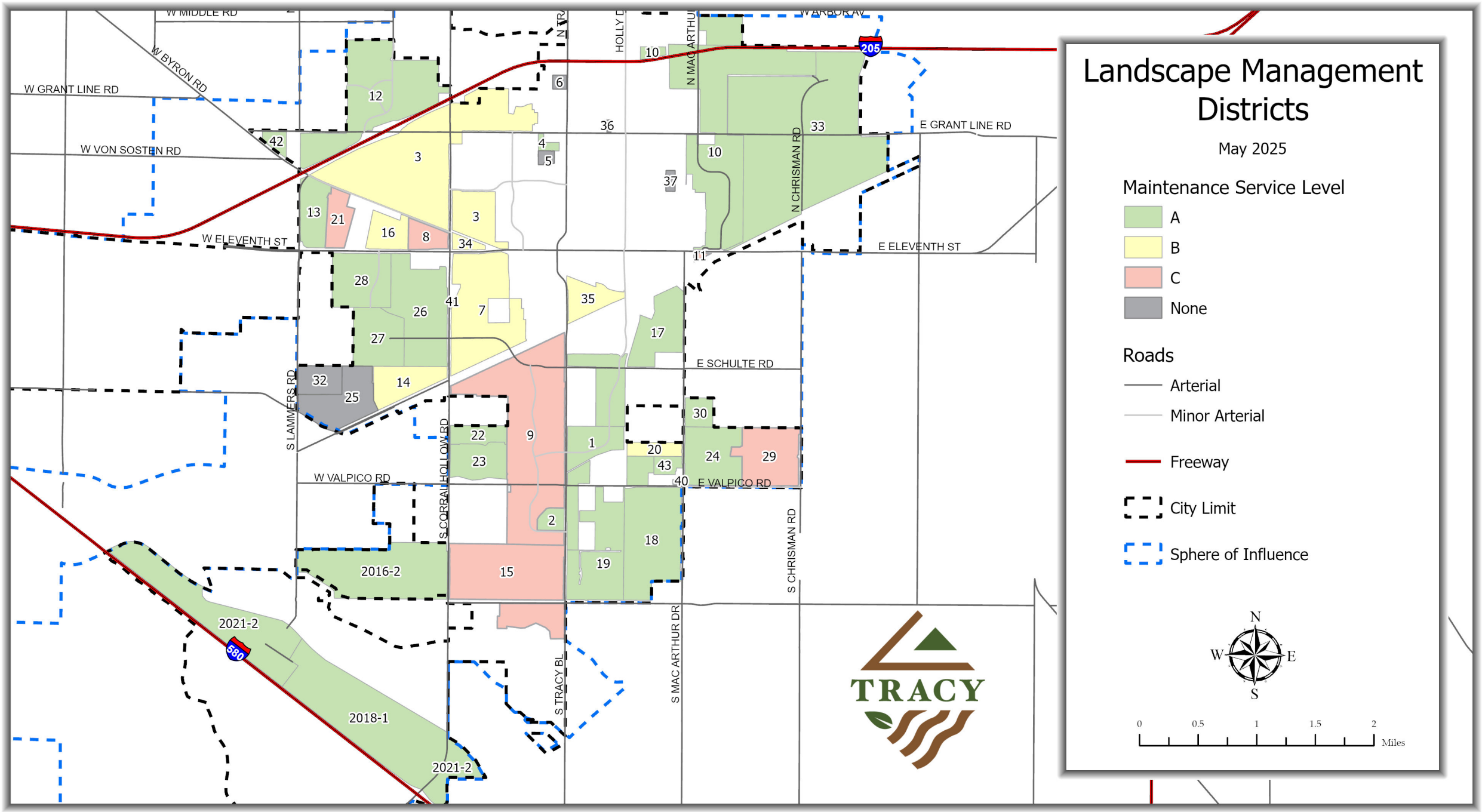
Prepared by: Nilo Velazquez, Management Analyst II

Reviewed by: Richard Joaquin, Assistant Director of Parks, Recreation & Community Services
Brian MacDonald, Director of Parks, Recreation & Community Services
Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachment A – Zone Service Level

ATTACHMENT A



Landscape Maintenance District (LMD) Fiscal Health

June 17, 2025

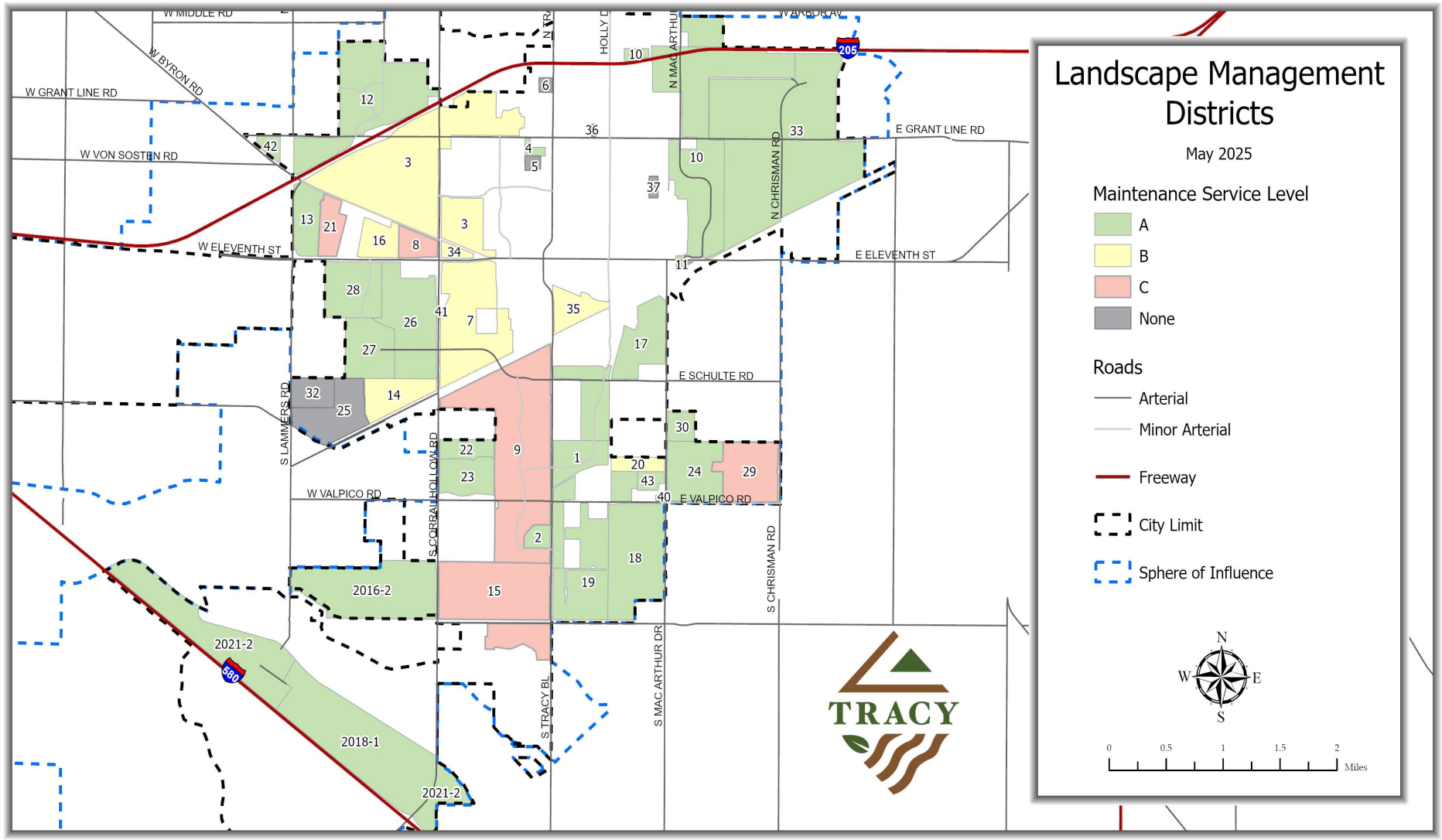
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What is a LMD?

- Created under the Landscape and Lighting Act of 1972.
- Properties confer a special benefit.
- Funded through annual assessments.
- Assessments dedicated for the administration, operation, and maintenance of public landscaping.

Tracy LMD Overview





Fiscal Challenges

- Intended to be self-funded
- 66% have reached their maximum assessment rate
- Undercapitalization of assets
- Rising maintenance costs
- Aging infrastructure
- 2006 last successful Prop 218 reassessment

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Purchasing Power

Value	Year	2025
$1	1990	$2.49
$1	2000	$1.88
$1	2010	$1.47
$1	2020	$1.23
Source: U.S. Bureau of Labor Statistics		

Minimum Wage

Year	CA Min. Wage ($/hr)	CA Min. Wage 2025 ($/hr)
1990	$4.25	$16.50
2000	$5.75	$16.50
2010	$8.00	$16.50
2020	$13.00	$16.50
Source: State of California Department of Industrial Relations		



Maintenance Service Levels

- Level A:
  - Weekly service
  - 5-year tree trimming cycle
  - Clean and uniform aesthetics
  - Capital replacement
- Level B:
  - Bi-weekly service
  - 7-8 year tree trimming cycle
  - Moderate degradation
  - Limited capital replacement
- Level C:
  - Monthly service
  - 9-10 year tree trimming cycle
  - Visible decline
  - No capital replacement

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Funded – Amenities



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Funded - Turf





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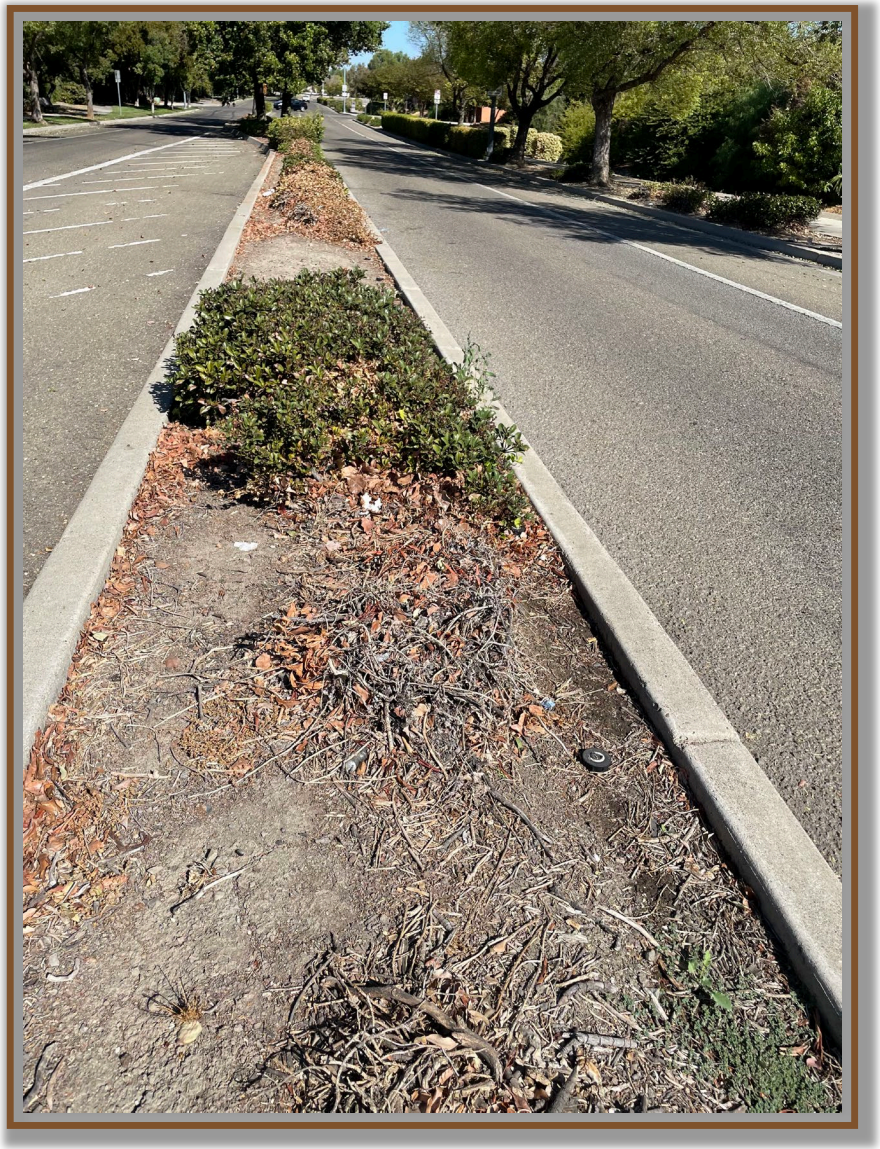
Funded - Trees



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Underfunded – Streetscape / Turf

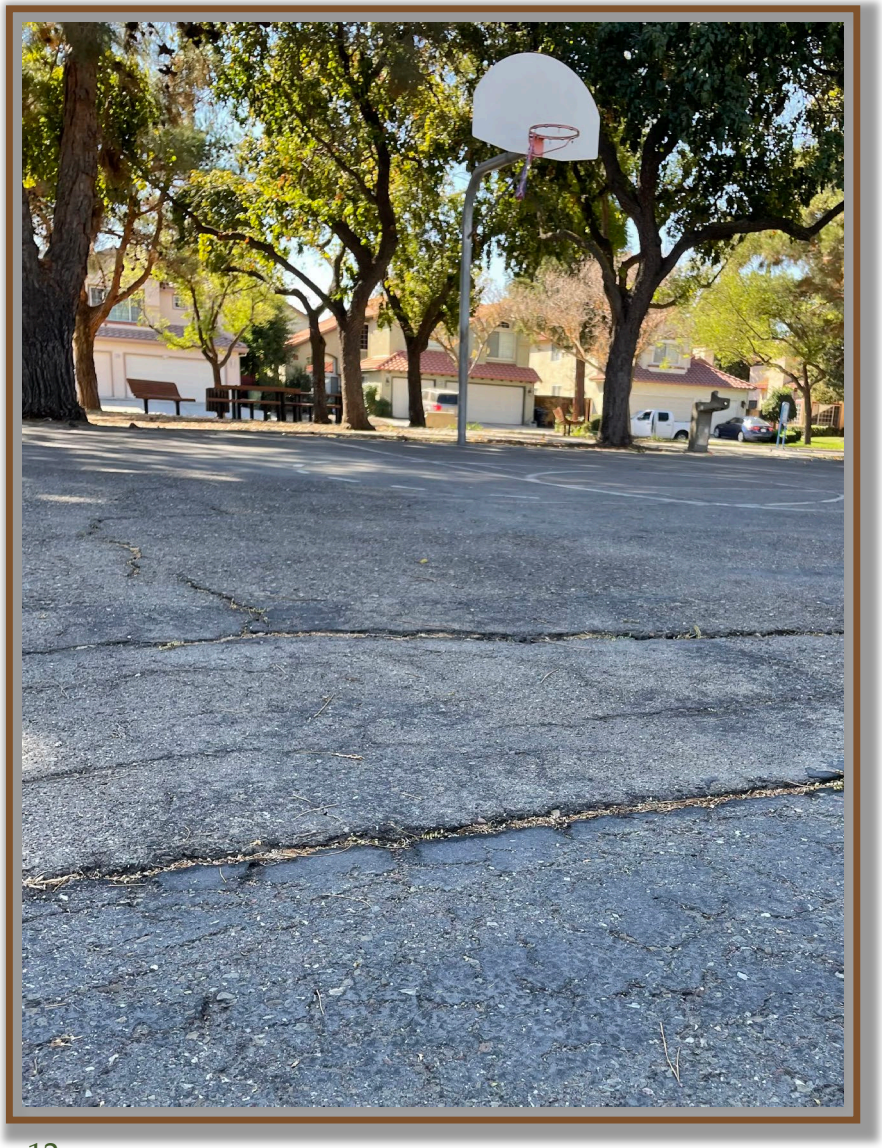




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Underfunded – Amenities





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Underfunded – Trees



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Impacts

- Accelerated depletion of reserves
- Declining aesthetics
- Resident dissatisfaction
- Asset removal, without replacement
- Increased long-term rehabilitation costs
- Ineffective operations

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Current Strategies

- Utilizing reserve funds
- Identifying critical safety concerns
- Strategic use of General Fund resources
- On-call services
- Volunteer projects

Amenity Surfacing & Repairs





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Landscape Beautification





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Irrigation Infrastructure Replacement



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Next Steps

- General benefit and reorganization analysis:
  - Strategic use of General Fund dollars
    - Quantify and distinguish general versus special benefits within each zone
  - Identify zone consolidation opportunities
    - Administrative and accounting efficiencies
    - Maintenance efficiencies
  - Inform overall pathway forward

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Recommendation

Staff recommends that the City Council adopt a Resolution directing staff to initiate a general benefit and re-organization analysis of the LMD to identify long-term, sustainable maintenance and funding strategies.

Questions

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

DIRECTING STAFF TO INITIATE A COMPREHENSIVE GENERAL BENEFIT AND RE-ORGANIZATION ANALYSIS OF THE LMD TO IDENTIFY LONG-TERM, SUSTAINABLE MAINTENANCE AND FUNDING STRATEGIES

WHEREAS, the City's Landscape Maintenance District (LMD), comprising 41 distinct zones, is at a financial and operational crossroads; and

WHEREAS, while originally designed to be self-sustaining through property assessments, the LMD now faces mounting fiscal pressure due to rising maintenance costs and undercapitalization of assets; and

WHEREAS, staff aim to inform the Council and public on the pressing realities confronting the LMD and intend to provide the foundation for the Council to make informed decisions about how to address the systemic funding challenges that now threaten maintenance standards, infrastructure longevity, and community aesthetics across many LMD zones; and

WHEREAS, as the City has grown and maintenance costs have risen, a growing number of zones, currently two-thirds, have reached their maximum allowable assessment and are no longer financially sustainable; and

WHEREAS, on December 5, 2023, the City Council adopted Resolution No. 2023-231, authorizing the retention of Harris & Associates (Harris) to provide administrative, engineering, and financial consulting services related to the City's LMD; and

WHEREAS, the services to provide a general benefit and reorganization analysis are within Harris' existing scope of work; and

WHEREAS, if no action is taken to correct the trajectory of the LMD, impacts will vary zone to zone and may result in, but are not limited to, accelerated depletion of zone reserves, declining aesthetics, asset removal without replacement, decreased property values, and increased long-term rehabilitation costs; and

WHEREAS, staff recommends initiating a general benefit (i.e., benefits shared broadly across the city and not limited to assessed properties) and reorganization analysis, which will serve as the foundation for more informed and sustainable decisions; and

WHEREAS, staff is requesting an approval to initiate a comprehensive general benefit and reorganization analysis that will clarify options, quantify impacts, and inform a long-term Council approved action plan; and

WHEREAS, the project is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Class 2 Categorical Exemption) for the replacement of existing facilities with no expansion of use, and Section 15061(b)(3) (Common Sense Exemption), as there is no possibility of a significant impact on the environment.

NOW, THEREFORE, be it resolved as follows:

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

RESOLVED: The City Council hereby:
Directs staff to initiate a comprehensive general benefit and reorganization analysis of the LMD to identify long-term, sustainable maintenance and funding strategies

FURTHER RESOLVED: After review and approval by the City Attorney's Office, the City authorizes any and all actions that may be necessary or advisable to effectuate the purposes of this Resolution.

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

The foregoing Resolution 2025-____was adopted by the Tracy City Council on the 17th 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 17, 2025

Agenda Item 3.F

RECOMMENDATION

Staff recommends that the City Council adopt a resolution:

1. **Declaring City's intent to renew and expand a property and business improvement district known as the "Downtown Tracy Community Benefit District," and**
2. **Fixing the time and place of a noticed public hearing regarding the district's renewal, and**
3. **Authorizing and directing the City Manager to sign the petition of support and to cast a ballot in support of the renewal of the Downtown Tracy Community Benefit District.**

EXECUTIVE SUMMARY

The Downtown Tracy Community Benefit District (DTCBD) is a Property and Business Improvement District (PBID) proposed for renewal and expansion (Attachment A – Proposed District Map). It provides special benefits under a District Management Plan (Plan) for property and business-related improvements, maintenance, and activities (Attachment B – District Management Plan). The Tracy City Center Association (TCCA) currently serves as the owners' association for the DTCBD and carries out the services and activities outlined in the Plan. The City of Tracy owns property within the proposed DTCBD area, accounting for approximately 13.46 percent of the proposed assessments, or $39,815 per year. This item authorizes and directs the City Manager to support the formation of the DTCBD during the petition drive, adopt a Resolution of Intent if the petition drive meets the more than 50 percent threshold, and cast a ballot in favor of the formation in the ballot process.

BACKGROUND AND LEGISLATIVE HISTORY

The California State Legislature enacted California Streets and Highways Code, Section 36600 et seq., also known as the Property and Business Improvement District Law of 1994, which authorized cities to levy assessments within business improvement areas (PBIDs).

In December 2009, property owners in Downtown Tracy voted to fund special benefit services through a PBID, forming the DTCBD. In 2014, the DTCBD was renewed for a ten-year term and expanded its boundaries from the initial plan of 2009. With the DTCBD set to expire this year, the owners' association has initiated the renewal process.

To renew and expand the DTCBD area, a written petition drive is required, signed by the property or business owners in the proposed district who will pay more than 50 percent of the proposed assessments. Once the petition drive meets the threshold requirement of more than 50 percent, the Plan and petitions are submitted to the City Council to consider adopting a Resolution of Intent to form a district. This initiates the ballot process and sets a public hearing date for the tallying of the ballots.

ANALYSIS

Determination to Renew PBID

With the DTCBD set to expire at the end of 2025, consideration for renewing the PBID began in the summer of 2024. New City America, a consulting company that has established over 90

similar districts nationwide, was hired by the owners' association to initiate the renewal and prepare the Plan. The Plan proposes to extend the PBID for another ten-year term and to expand the boundaries of the renewed district. Renewing the PBID will enable downtown property owners within the proposed boundary area to receive special benefits through funding for improvements, maintenance, and activities that exceed what the City of Tracy currently provides. Promoting the economic revitalization and physical maintenance of a PBID to create jobs, attract new businesses, and prevent deterioration is in the public interest. The indirect benefits of maintaining a PBID include crime reduction, job creation, business attraction, business retention, economic growth, and new investments in the community.

DTCBD District Management Plan

Section 36622 of the California Streets and Highway Code requires that a management district plan be created as a part of the formation or renewal of a district. The Plan must include several elements, including the following:

a. A map of the district in sufficient detail to locate each parcel of property;
b. The name of the proposed district;
c. A description of the boundaries of the district;
d. The improvements and activities proposed for each year of operation of the district and the maximum cost thereof;
e. The total annual amount proposed to be expended for improvements, maintenance and operations, and debt service in each year of operation of the district;
f. The proposed source or sources of financing including the proposed method and basis of levying the assessment;
g. The time and manner of collecting the assessment;
h. The specific number of years in which the assessment will be levied;
i. The proposed time for implementation and completion of the management district plan;
j. Any proposed rules and regulation to be applicable to the district; and
k. A list of properties to be assessed.

The DTCBD Plan contains all the required information. In addition, the Plan includes the following key special benefit services categories with corresponding percentage of annual budget allocated and brief description of services and activities:

Category	% of Annual Budget	Description	Activities, not limited to:
District Identity	35%	To enhance the positive identity and brand of Downtown Tracy	Website maintenance, coordination of special events, social media initiatives, public art displays, marketing and promotion, etc.
Civil Sidewalks	25%	Improvements from curb to property line	Regular sidewalk and gutter sweeping, steam cleaning, enhanced trash emptying, flower and vegetation maintenance, etc.

Administration	35%	Costs to oversee the implementation of programs and activities within the PBID	Staff and administrative costs, insurances, office related expenses, financial reporting, etc.
Contingency/Parking Maintenance/Capital Improvements	5%	To account for uncollected assessments, if any.	Can be held as a reserve, additional administrative costs, etc.

PBID Petition Drive

The renewal process necessitates distributing a petition to all potentially affected property owners (Attachment C – Petition). The City of Tracy is the fee owner of thirteen (13) properties within the proposed PBID renewal area as shown:

Assessor's Parcel Number	Description
235-056-15	Public Parking Lot
235-056-16	Public Parking Lot
235-056-17	Public Parking Lot
235-056-19	Public Parking Lot
235-056-21	Public Parking Lot
235-056-22	Public Parking Lot
235-067-01	Fire Authority Admin Building
235-067-02	Fire Authority Admin Building
235-068-06	Westside Market
235-068-09	Old Jail House
235-068-17	Grand Theatre
235-150-28	Transit Station
238-171-06	Public Parking Lot

The PBID Law of 1994 stipulates that potentially affected property owners in the proposed district, who will collectively pay more than 50 percent of the assessments proposed to be levied, must sign a petition to renew the district pursuant to Section 36621 of the California Streets and Highways Code. In April 2025, representatives from New City America sent the petition to all potentially affected property owners, including the City.

According to Section 36621 of the California Streets and Highway Code, upon submission of a written petition signed by property owners in the proposed district who will pay more than 50% of the proposed assessment, the City Council may initiate proceedings to renew the district by adopting a resolution expressing its intent to renew it. The Resolution of Intent must include the following details:

1.) A brief description of the proposed activities and improvements, the amount of proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to

generally identify the nature and extent of the improvements and activities and the location and extent of the proposed district.

2.) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623 which requires that the notice, protest, and hearing procedure shall comply with Section 53753 of the California Street and Highway Code and Section 53753 of the Government Code regarding the notes, protest, and hearing procedure.

PBID Ballot Process

The adoption of a Resolution of Intent initiates the PBID ballot process. Property owners will receive ballots and have 45 days to return them, which will be opened at a public hearing on August 19, 2025. At the hearing, the Council will consider public testimony before tallying the ballots. If the returned ballots support the renewal of the PBID, the City may adopt a Resolution of Formation to renew the DTCBD.

FISCAL IMPACT

The recommended action does not have a fiscal impact. However, if the PBID is renewed, the total assessment amount for the proposed DTCBD will be $295,786.35 This will result in a fiscal impact of $39,815 to the General Fund for FY25-26, reflecting the proposed assessment amount to be levied on City-owned properties, which is 13.46 percent of the proposed assessments. This amount may increase in future years, with potential assessment increases capped at a maximum of 5 percent annually. Comparably, in FY24-25 the General Fund paid $30,482.16 for properties within the District.

STRATEGIC PLAN

This agenda item supports the 10-Year Economic Development Strategic Plan and several City Strategic Priorities.

It supports Quality of Life and Place in the adopted 10-Year Economic Development Strategic Plan by strengthening Tracy's tourism by continuing to promote the arts, music, festivals, sports, and leisure activities; and by supporting the Tracy City Center Association in adopting Main Street Program principles to expand Downtown Tracy as a regional destination.

It also supports City Council Strategic Priorities FY2023-2025 as follows:

Priority 2: Quality of Life
Goal 3: Provide recreation and cultural arts programming and events that bolster quality of life.

Priority 3: Economic Development
Goal 1: Support business attraction and retention activities.
Goal 3: Advance Downtown Vision Plan.

Priority 4: Public Safety
Goal 3: Implement initiatives to reduce blight and nuisances in the community.
Goal 5: Continue to build relationships with community members to enhance communication, collaboration and trust.

ACTION RECOMMENDED OF THE CITY COUNCIL

Staff recommends that the City Council: adopts a resolution:

(1) Declaring City's intent to renew a property and business improvement district known as the "Downtown Tracy Community Benefit District," and
(2) Fixing the time and place of a noticed public hearing regarding the District's renewal; and
(3) Authorizing and direct the City Manager to sign the petition of support cast a ballot in support of the renewal of the Downtown Tracy Community Benefit District.

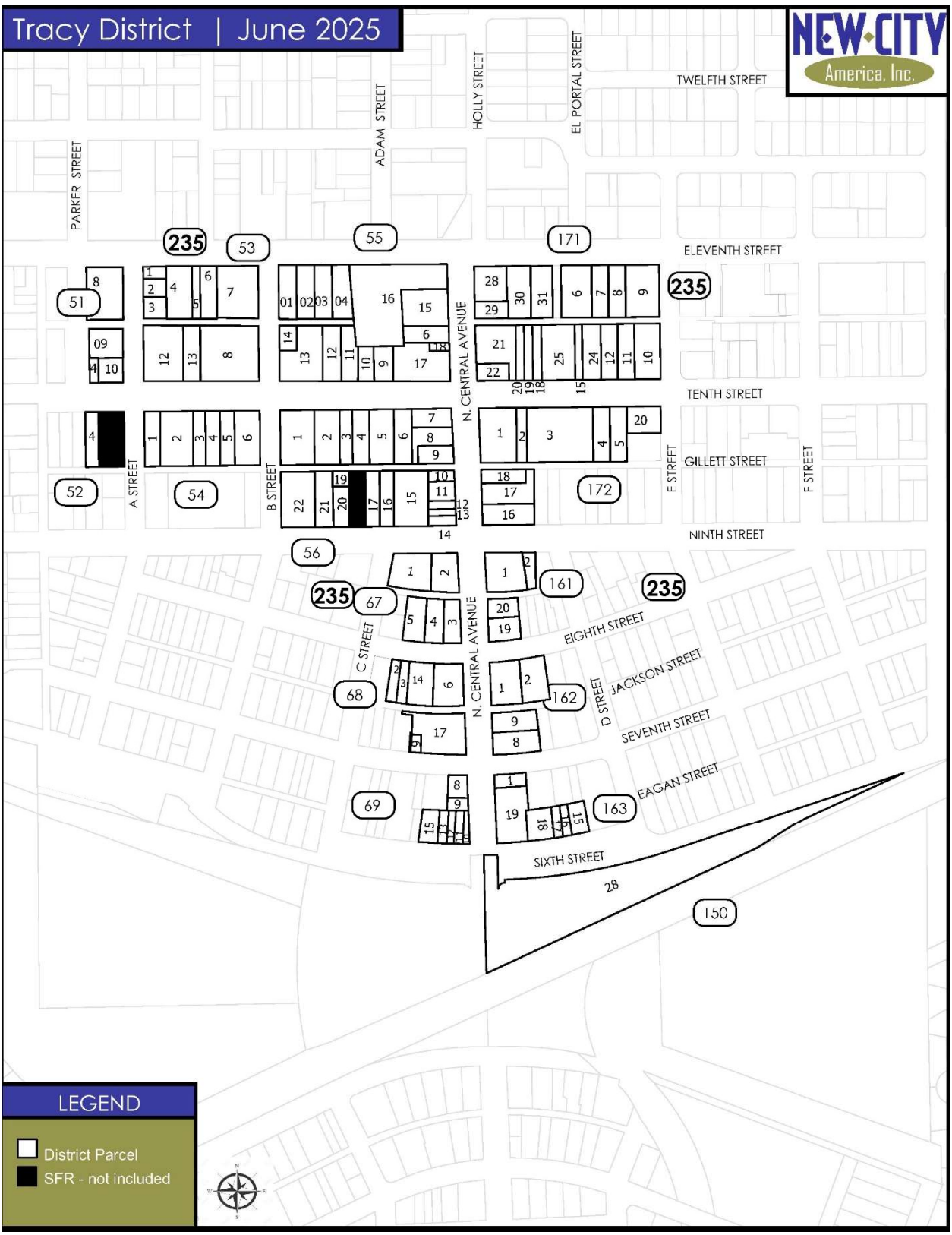
Prepared by: Alexandra Pineda, Economic Development Analyst
Jorge T. Barrera, J.D., Economic Development Manager

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

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Proposed District Boundary Map
Attachment B – District Management Plan
Attachment C – Petition


Tracy District | June 2025
NEW CITY America, Inc.
TWELFTH STREET
ELEVENTH STREET
TENTH STREET
NINTH STREET
EIGHTH STREET
SEVENTH STREET
SIXTH STREET
JACKSON STREET
EAGAN STREET
GILLETT STREET
ADAM STREET
HOLLY STREET
EL PORTAL STREET
PARKER STREET
N. CENTRAL AVENUE
A STREET
B STREET
C STREET
D STREET
E STREET
F STREET
235
53
55
171
51
52
54
56
67
68
69
161
162
163
172
150
LEGEND
District Parcel
SFR - not included

The Renewed and Expanded Downtown Tracy Community Benefit District (DTCBD)

FINAL MANAGEMENT DISTRICT PLAN

June 7, 2025

Renewed and expanded for a 10-year Term Pursuant to

California Streets and Highways Code Section 36600 et seq.

Property & Business Improvement District Act of 1994, as amended.

Corporate Office ▪ 710 W. Ivy Street, ▪ San Diego, CA 92101 ▪ 619-233-5009 ▪ Fax 619-239-7105
New England Office: 42 Pearl Street ▪ New Bedford, MA ▪ 02740
mail@newcityamerica.com ▪ www.newcityamerica.com ▪ Facebook: New City America, Inc.

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MANAGEMENT DISTRICT SUMMARY

The Downtown Tracy Community Benefit District is a Property and Business Improvement District (DTCBD) being re-established for a 10-year period by a consortium of property and business owners within the current Tracy area, with the consent of the City of Tracy. The current district will end its ten-year term on December 31, 2025.

The purpose of renewing this Community Benefit District (PBID) is to provide and manage supplemental services and improvements for this important and growing regional business center, including landscaping, sanitation, beautification, marketing, streetscape, and administration services, programs, and improvements. The DTCBD is a unique benefit assessment district that will enable DTCBD property owners and businesses working as a unit, to fund needed property and business-related improvement programs, services, and programs above what is provided by the City of Tracy.

Name: The name of the renewed and expanded district is the Downtown Tracy Community Benefit District (DTCBD).

Location: The proposed DTCBD is the core of the Downtown Tracy community. The key streets that make up the DTCBD area include Tenth Street and Central Avenue.

Benefit Zones: There is one benefit zone within the proposed renewed and expanded DTCBD.

Services: The key special benefit services by category will include Civil Sidewalks, District Identity, Administration Services, and a Contingency fund.

Finance: Benefit assessment of real property (118 parcels and 70 owners). No bonds shall be issued to fund DTCBD programs.

Budget: The DTCBD assessment revenue for Year 1 in 2026 is projected to be $295,786. The Assessment Engineer has determined that general benefits equate to 2.5% of the total adjusted CBD programs of $303,370 or $7,584. General benefit revenue shall be derived from non-assessment revenue sources such as grants, program income, credits, interest, memberships, and other sources.

Year 1 – PROPOSED BUDGET (ASSESSMENT REVENUES/SPECIAL BENEFIT (2026)

	Civil Sidewalks	District Identity Services	Administration Services	Contingency	Total
% of Annual Budget	25%	35%	35%	5%	100%
Special Benefits	$73,947	$103,525	$103,525	$14,789	$295,786
General Benefits	$1,896	$2,654	$2,654	$379	$7,584
Total Budget	**$75,843**	**$106,180**	**$106,180**	**$15,169**	**$303,370**

The following categories of special benefit services shall only be provided to parcels within the renewed and expanded Downtown Tracy CBD property owners. The categories of services, their percentages and their related costs in this plan have been revised since the 2015 CBD plan due to the increase in area, the changes in minimum wage, insurance, and overall operational costs, as well as prioritization in this plan for a greater emphasis on cleaning, beautification, and maintenance relative to the previous plan of 2015. Inflationary costs as well as the other costs related to the day-to-day operations of the District have increased dramatically since the previous CBD plan was approved in 2015.

District Identity: 35%

This category of special benefit services provides property owners with the following services that enhance the positive identity and brand of Downtown Tracy. The function of these services is to create greater demand for property, office space, business, and eventually residential tenancies throughout the CBD. These services are above the current City general benefit services, and one set of services listed below may be prioritized one year and another set of services may be prioritized the following year. That determination of prioritization of special benefit services will be determined by the CBD management corporation Board of Directors. Such District Identity special benefit services include but are not limited to:

- Web site maintenance
- App development
- Management and coordination of special Events at Central Park and 10th Avenue
- Social media programs
- Holiday decorations installation and maintenance
- Branding Downtown Tracy through a PR firm so a positive image is supported.
- Banner programs
- Public art displays
- Public space design and management
- Other marketing and promotion strategies and programs
- Management of district identity related services

- Events, including, but not limited to: A Saturday Downtown Tracy Farmers Market, Hop & Shop, Taps on Tenth, Tee It Up With TCCA, 4th of July Parade, State of the District, Wine Stroll, TCCA Car Show, Candy Crawl, Ornament Stroll, Holiday Parade of Lights and Tree Lighting.

CIVIL SIDEWALKS: **25%**

This category of special benefit services provides property owners with the following services predominantly from curb to property line. The function of these services is to provide a cleaner, more orderly, more attractive and dynamic Downtown and reduce problems within the public rights of way of the CBD area. These services are above current City general benefit services, and one set of services listed below may be prioritized for one year and another set of services may be prioritized the following year. That determination of prioritization of special benefit services will be determined by the CBD management corporation Board of Directors. Such Civil Sidewalks and beautification special benefit services include, but not be limited to:

- Regular sidewalk and gutter sweeping, based upon the budget.
- Regular sidewalk steam cleaning (over and above city services)
- Enhanced trash emptying (over and above city services)
- Flower and vegetation maintenance (over and above city services)
- Maintenance and planning of new and expanded outdoor public spaces.
- Other programs that provide special benefits in the sidewalks of the Downtown CBD

It is expected that the frequency of pressure washing, and sidewalk/gutter sweeping will increase under this plan due to the increase in revenues and expansion of the district, resulting in more services to the renewed and expanded Downtown Tracy CBD.

The goal of the Civil Sidewalks work plan component is to ensure that the frontage for all identified assessed parcels are clean and well maintained, thereby creating an attractive District for the special benefit of each and every assessed District parcel. These supplemental services will assist in creating a clean and orderly environment for the special benefit of each assessed parcel in the District. A dirty environment deters commerce and may fail to attract patrons and visitors, and reduce commercial rents and commercial occupancies. For the array of land uses within the District (i.e. retail, office, grocery, restaurant, offices, parking, mixed-use residential), this work plan component is designed to increase pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the DTCBD boundaries. Each assessed parcel will specially benefit from the Civil Sidewalks programs which will only be provided to, and for the direct benefit of, each identified assessed parcel within the District boundaries.

ADMINISTRATION SERVICES: **35%**

These are personnel and overhead expenses to oversee the implementation of programs and activities in the CBD. The administration component and percentage of this plan is 5% higher under this renewal plan due to the need for greater administrative oversight of the expanded area of the renewed district as well as costs related to ongoing events and management of the public rights of way.

- Staff and administrative costs
- Directors and officers' insurance, and general liability insurance
- Office related expenses, equipment, rent.
- Financial reporting, accounting
- Legal work

CONTINGENCY/PARKING MAINTENANCE/CAPITAL IMPROVEMENTS: 5%

Since the City advances 100% of the anticipated property assessments at the beginning of each fiscal year, there has been 100% compliance for the first four years of the CBD. When the CBD was first established in 2010, it assumed the function of providing special benefit services as a successor to the simultaneously terminated parking district that had been in place between 2005 and 2010. The budget includes a contingency/parking maintenance/capital improvements item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other programs, administration, or renewal costs in accordance with this Plan at the discretion of the District. Policies relating to contributions to the expenditure of contingency monies shall be set by the District. Contingency funds may be spent on District programs, including parking maintenance and capital improvements, or administrative and renewal costs in such proportions as determined by the District. The contingency fund may also be used for the costs of renewing the District.

Benefits: "General Benefit" is defined as: *"A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied."* "Special Benefit" as defined by the California State Constitution means a distinct benefit over and above general benefits conferred on real property located in the DTCBD or to the public at large.

YEAR 1 –Annual Assessment Rates

Building Square Footage	Land Area (lot size)	Linear Frontage	Residential Condominiums (assessed for building square feet only)
$0.22 per year	$0.11 per year	$ 4.50 per year	$0.22 per year

Cap: Assessment increases are capped at a maximum of 5% per year, subject to approval by the Owners Association Board of Directors.

Establishment: The renewed and expanded DTCBD establishment is a five-step process.

1. A management plan is written and approved by the Tracy City Center Association Board of Directors.

2. The Management Plan and Engineers report are submitted to the City Manager and City Attorney for review and approval.

3. Once the plan has been approved, a petition drive will commence by the TCCA in which 50% of the property owners paying into the district (their weight), must sign a petition approving the plan, in this case it will be $147,894 dollars in petitions signed. The petitions will then be sent to the City Manager for submittal to the City Council.

4. Once the City Council receives the petitions, the City Council adopts a "Resolution of Intent," ballots will be mailed out by the City Clerk to each assessed property owner. Property owners must receive their mail ballots at least 45 days prior to the public hearing date, which will be set by the City Council through the Resolution of Intent action.

5. Once the public hearing date has been set, mail ballots will be received by the City Clerk and opened at the end of testimony that has been taken at the public hearing. If the weighted returned ballots (weighted by dollar amount) of support exceed the returned ballots in opposition, the City Council may then adopt a Resolution of formation and inform the San Joaquin County Tax assessor to place the assessments on the property tax bills for FY 26.

Duration

As allowed by State PBID Law, the District will have a maximum ten (10) year operational term from January 1, 2026, to December 31, 2035. The proposed renewed and expanded District operation is expected to begin services on January 1, 2026.

II. RENEWED AND EXPANDED DOWNTOWN TRACY BOUNDARIES

General: The renewed and expanded Downtown Tracy CBD is located in the core of Downtown Tracy, including parcels primarily on Tenth Street and Central Avenue. The renewed CBD will include expanded parcels beyond the current boundaries that are currently on the periphery of the current district. The Property and Business Improvement District Law of 1994, California Streets & Highway Code § 36632 states, *"Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments and shall not be subject to any assessment pursuant to this part."* There are currently three residentially zoned parcels within the expansion area. Those parcels will not pay into the DTCBD and will not derive any special benefit services from the new and expanded district. The renewed and expanded CBD has 118 parcels owned by 70 property owners.

Boundary Description

The renewed and expanded Downtown Tracy CBD encompasses approximately seven full blocks and portions of eleven partial blocks in Downtown.

Benefit Zones

The District consists of one benefit zone.

District Boundary Rationale

The Downtown Tracy CBD boundaries are comprised of the commercial core parcels where the main historic economic activity of Downtown Tracy is centered. The commercial parcels facing 11th Street, 10th Street and Central Avenue are the heart of the commercial core of Downtown Tracy. These parcels highlight an array of commercial retailers, service stores, and various other commercial enterprises within the business district.

Northern Boundary

The northern boundary of the renewed and expanded Downtown Tracy CBD is defined by the commercial parcels which are located along the south side of 11th Street from parcel 235-51-008 on the west, running eastward to parcel 235-171-009 on the east at the southwestern parcel of F Street and 11th Street.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided north of the northern District boundary.

Southern Boundary

The southern boundary of the renewed and expanded Downtown Tracy CBD is defined by the south side of 6th Street including the Transit Center (parcel 235-150-028) as well as the north side of Sixth Street from parcel 235-069-015 on the west and parcel 235-163-015, inclusive, on the east side.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided south of the southern District boundary.

Eastern Boundary

The eastern boundary of the renewed and expanded Downtown Tracy CBD begins at the southwestern corner of the intersection of 11th Street and E Street (parcel 235-171-009) and runs southward to include the parcel at the corner of Tenth Street and E Street, parcel 235-171-010, continuing southward to include the parcel on the southwestern corner of the intersection of Tenth Street and E Street parcel 235-172-020, continuing southward to include all of the parcels on the east side of Central Avenue from Gilette Street (alley) running south along Central Avenue to include all of the commercial parcels on the east side of Central Avenue including Ninth Street, Eighth Street, Seventh Street, and Sixth Street, ending a parcel 235-163-015 across from the park on Sixth Street.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided east of the eastern District boundary.

Western Boundary

The western boundary of the renewed and expanded Downtown Tracy CBD begins on the north at parcel 235-051-008 at the southwestern corner of the intersection of A Street and 11th Street, and continues down A Street to include all of the parcels on the west side of A street down to parcel 235-052-004, (the parcel at A and Tenth Street is not included due to its residential zoning status). The western boundary continues southward to include parcel 235-056-022, at Ninth Street and B Street and continues southward to include the east side parcel lines of parcels 235-067-001, 235-067-005, 235-068-002, 235-068-017, 235-068-017, 235-069-008, 235-069-009, 235-069-015.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided west of the western District boundary.

Summation:

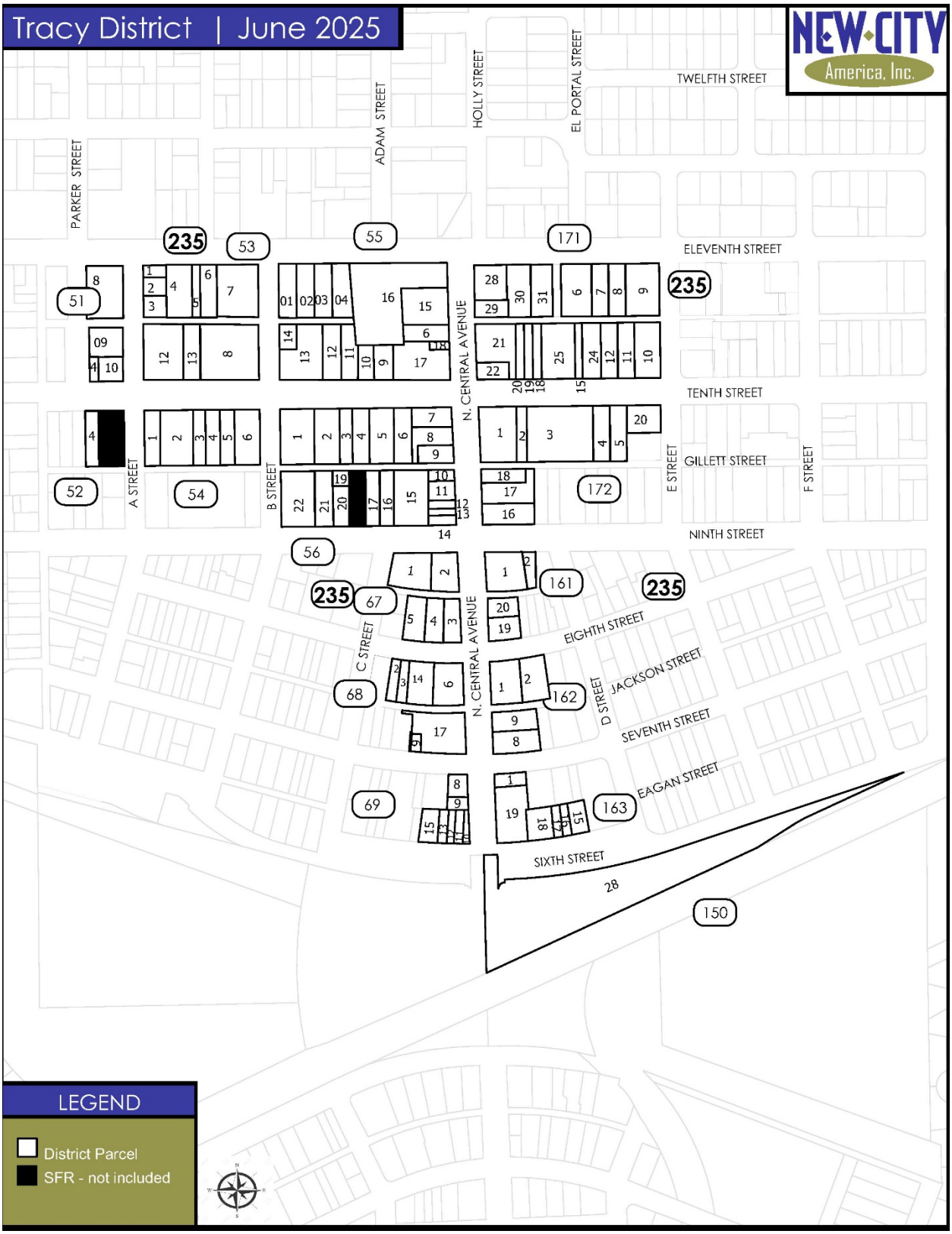
A list of all parcels included in the proposed established DTCBD is shown as Appendix 1, attached to this report identified by their respective San Joaquin County assessor parcel number. The boundary of the proposed renewed and expanded DTCBD is on the map on page 11 of this Report.

All identified assessed parcels within the above-described boundaries shall be assessed to fund supplemental special benefit programs, services and improvements as outlined in this Management District Plan. All DTCBD funded services, programs and improvements provided within the above-described boundaries shall confer special benefit to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each parcel

assessed within the DTCBD will benefit proportionately and especially benefit from the District funded programs and services (i.e., Civil Sidewalks, District Identity and Place Making, Administration Services and Contingency).

These services, programs and improvements are intended to improve commerce, employment, rents and occupancy rates and investment viability of individually assessed parcels and businesses on them within the renewed and expanded DTCBD. The renewed and expanded DTCBD confers special benefits on each individually assessed parcel by improving aesthetics and marketing goods and services available from individually assessed parcels and the businesses on them within the District, all considered supplemental in a competitive, effectively managed business district.

All District funded services programs and improvements are supplemental, above normal base level services provided by the City of Tracy and are only provided for the special benefit of assessed parcels within the boundaries of the proposed renewed and expanded DTCBD.


Tracy District | June 2025
NEW CITY America, Inc.
TWELFTH STREET
ELEVENTH STREET
TENTH STREET
NINTH STREET
EIGHTH STREET
SEVENTH STREET
SIXTH STREET
GILLETT STREET
JACKSON STREET
EAGAN STREET
PARKER STREET
ADAM STREET
HOLLY STREET
EL PORTAL STREET
N. CENTRAL AVENUE
A STREET
B STREET
C STREET
D STREET
E STREET
F STREET
235
53
55
171
51
52
54
56
67
68
69
161
162
163
172
150
LEGEND
District Parcel
SFR - not included

III. PROPOSED TEN-YEAR WORK PLAN AND BUDGET

Overview

The programs and activities to be funded by the renewed and expanded DTCBD will include Civil Sidewalks, District Identity, Administration Services, and Contingency. The property uses within the boundaries of the District that will receive special benefits from District funded programs, services and improvements are currently a unique mix of retail, office, grocery, restaurant, mixed use housing developments, auto service and other neighborhood serving retail uses. District funded activities are primarily designed to provide special benefits as described below to identify assessed parcels and array of land uses within the boundaries of the District.

These benefits are distinct to each identified assessed parcel within the renewed and expanded DTCBD and are not provided to non-assessed parcels outside of the District. These programs, services and improvements will only be provided to each individually assessed parcel within the District boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

In the case of the renewed and expanded DTCBD, the very nature of the purpose of this District is to fund supplemental programs, services, and improvements to assess parcels within the District boundaries above and beyond what is currently funded either via normal tax supported methods or other funding sources. All benefits derived from the assessments to be levied on assessed parcels within the District are for services, programs and improvements directly benefiting each individual assessed parcel within the District. No District funded services, activities or programs will be provided outside of the District boundaries.

The projected program special benefit cost allocation of the District assessment revenues for the 10-year District term, assuming a 5% maximum annual assessment rate increase is shown in the Table on page 15 of this Plan.

Work Plan Details

The services to be provided by the renewed and expanded DTCBD are all designed to contribute to the cohesive commercial fabric and to ensure economic success and vitality of the District. The assessed parcels in the PBID will specially benefit from the District programs in the form of increasing commerce and improving economic success and vitality through meeting the CBD goals: to improve sanitation, beautification, landscaping, and to attract new and retain existing businesses and services, and ultimately to increase commerce and improve the economic viability of each individual assessed parcel.

The following programs, services and improvements are proposed by the DTCBD to specially benefit each individually assessed parcel within the District boundaries. DTCBD services, programs and improvements will not be provided to parcels outside the District boundary.

Year 1 – PROPOSED BUDGET (ASSESSMENT REVENUES/SPECIAL BENEFIT (2026)

	Civil Sidewalks	District Identity	Administration Services	Contingency/Parking Maintenance/Capital Improvements	TOTAL (ROUNDED)
%	25%	35%	35%	5%	100%
Special Benefits	$73,947	$103,525	$103,525	$14,789	$295,786
General Benefits	$1,896	$2,654	$2,654	$379	$7,584
Total Budget	**$75,843**	**$106,180**	**$106,180**	**$15,169**	**$303,370**

The following categories of special benefit services shall only be provided to parcels within the renewed and expanded Downtown Tracy CBD property owners.

District Identity:

$ 103,525 (Special Benefit) + $ 2,654 (General Benefit) = $ 106,180 35%

This category of special benefit services provides property owners with the following services that enhance the positive identity and brand of Downtown Tracy. The function of these services is to create greater demand for property, office space, business, and eventually residential tenancies throughout the CBD. These services are above the current City general benefit services, and one set of services listed below may be prioritized one year and another set of services may be prioritized the following year. That determination of prioritization of special benefit services will be determined by the CBD management corporation Board of Directors. Such District Identity special benefit services include but are not limited to:

- Web site maintenance
- App development
- Management and coordination of special Events at Central Park and 10th Avenue
- Social media programs
- Holiday decorations installation and maintenance
- Branding Downtown Tracy through a PR firm so a positive image is supported.
- Banner programs
- Public art displays
- Public space design and management
- Other marketing and promotion strategies and programs
- Management of district identity related services
- Events, including, but not limited to: A Saturday Downtown Tracy Farmers Market, Hop & Shop, Taps on Tenth, Tee It Up With TCCA, 4th of July Parade, State of the District, Wine Stroll, TCCA Car Show, Candy Crawl, Ornament Stroll, Holiday Parade of Lights and Tree Lighting.

Civil Sidewalks:

$ 73,947 (Special Benefit) +$1,896 (General Benefit) = $ 75,843 25%

This category of special benefit services provides property owners with the following services predominantly from curb to property line. The function of these services is to provide a cleaner, more orderly, more attractive, and dynamic Downtown and reduce problems within the public rights of way of the CBD area. These services are above current City general benefit services, and one set of services listed below may be prioritized for one year and another set of services may be prioritized the following year. That determination of prioritization of special benefit services will be determined by the CBD management corporation Board of Directors. Such Civil Sidewalks and beautification special benefit services include, but not be limited to:

- Regular sidewalk and gutter sweeping, based upon the budget.
- Regular sidewalk steam cleaning (over and above city services)
- Enhanced trash emptying (over and above city services)
- Flower and vegetation maintenance (over and above city services)
- Maintenance and planning of new and expanded outdoor public spaces.
- Other programs that provide special benefits in the sidewalks of the Downtown CBD

It is expected that the frequency of pressure washing, and sidewalk/gutter sweeping will increase under this plan due to the increase in revenues and expansion of the district, resulting in more services to the renewed and expanded Downtown Tracy CBD.

The goal of the Civil Sidewalks work plan component is to ensure that the frontage for all identified assessed parcels are clean and well maintained, thereby creating an attractive District for the special benefit of each and every assessed District parcel. These supplemental services will assist in creating a clean and orderly environment for the special benefit of each assessed parcel in the District. A dirty environment deters commerce and may fail to attract patrons and visitors, and reduce commercial rents and commercial occupancies. For the array of land uses within the District (i.e. retail, office, grocery, restaurant, offices, parking, mixed-use residential), this work plan component is designed to increase pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the DTCBD boundaries. Each assessed parcel will specially benefit from the Civil Sidewalks programs which will only be provided to, and for the direct benefit of, each identified assessed parcel within the District boundaries.

Administration Services:

$ 103,525 (Special Benefit) + $ 2,654 (General Benefit) = $ 106,180 35%

These are overhead expenses to oversee the implementation of programs and activities in the CBD.

- Staff and administrative costs
- Directors' and Officers' insurance, general liability insurance
- Office related expenses, equipment, rent.
- Financial reporting, accounting
- Legal work

The Administration Services component includes activities such as: personnel, operations, professional services (e.g. legal, accounting, insurance), production of the Annual Planning Report and Budget, preparation for the regular and Annual Board meetings, preparation of taxes, City required quarterly reports, facilitation of meetings of the Owners' Association, Brown Act compliance, outreach to District property and business owners, and participation in professional peer/best practice forums such as the the California Downtown Association or the International Downtown Association.

The Administration Services component is key to the proper expenditure of District assessment funds and the administration of District programs and activities for the special benefit of all parcels and land uses within the DTCBD. The Administration work plan component exists only for the purposes of the District and directly relates to the implementation of cleaning and beautification, district identity and improvement programs and services, which specially benefit each identified assessed parcel within the District boundaries.

Contingency/Parking Maintenance/Capital Improvements:

$ 14,789 (Special Benefit) + $ 379 (General Benefit) = $ 15,169 5%

Since the City advances 100% of the anticipated property assessments at the beginning of each fiscal year, there has been 100% compliance for the past 10 years of the CBD. The budget includes a contingency/parking maintenance/capital improvements item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other programs, administration, or renewal costs in accordance with this Plan at the discretion of the District. Policies relating to contributions to the expenditure of contingency monies shall be set by the District. Contingency funds may be spent on District programs, including parking maintenance and capital improvements, or administrative and renewal costs in such proportions as determined by the District. The contingency fund may also be used for the costs of renewing the District.

In summary, all District funded services, programs and improvements described above confer special benefits to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within the renewed and expanded DTCBD will proportionately benefit from the Civil Sidewalks, District Identity and Administration components of the Management Plan. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Tracy and are only provided for the special benefit of each assessed parcel within the boundaries of the renewed and expanded DTCBD.

PROGRAM & ACTIVITY BUDGET

Each identified parcel within the renewed and expanded DTCBD will be assessed the full amount of the proportionate special benefit conferred upon based on the level of District funded services provided. The projected District program special benefit (assessment) cost allocation budget for Year 1 is shown in the following Table:

	Civil Sidewalks	District Identity	Administration Services	Contingency	TOTAL
%	25%	35%	35%	5%	100%
$	$73,947	$103,525	$103,525	$14,789	$295,786

To carry out the District programs outlined in the previous section, a Year 1 assessment budget of $295,786 is projected. Since the District is planned for a 10-year term, projected program costs for future years (Years 2-10) are set at the inception of the District. While future inflationary, new development assessments and other program cost increases are unknown at this point, a built-in maximum increase of 8% per annum*, commensurate to special benefits received by each assessed parcel, is incorporated into the projected program costs and assessment rates for the 10-year District term. The District shall adhere to the budget and Management District Plan. While some variation is permissible to account for unexpected circumstances, the funding allocated to each funding category expressed as a percentage of the total budget, shall not vary by more than 10% of total budget from each year's percentage in the Management District Plan.

**Increasingly and due to the rapid inflationary pressures that similar districts have experienced since 2020, a 5% maximum annual increase is incorporated into this plan to mitigate increases in minimum wages, employee related benefits, gas, insurance, and other District related costs.*

Any proposed variation shall be subject to review and approval of the City Manager's office. Any surplus or unspent funds, per category, shall not accumulate year-to-year over the life of the CBD.

10 Year Special + General Benefits (Assumes max of 5% Annual Increase)

YR	PROGRAM CATEGORY	SPECIAL BENEFIT ASSESSMENT COSTS	GENERAL BENEFIT NON-ASSESSMENT COSTS	TOTAL ADJUSTED COSTS	% OF TOTAL
1	Civil Sidewalks	$73,947	$1,897	$75,844	25.00%
	District Identity	$103,525	$2,654	$106,179	35.00%
	Administration	$103,525	$2,654	$106,179	35.00%
	Contingency	$14,789	$379	$15,168	5.00%
	Total	$295,786	$7,584	$303,370	100.00%
2	Civil Sidewalks	$79,863	$2,049	$81,912	25.00%
	District Identity	$111,807	$2,866	$114,673	35.00%
	Administration	$111,807	$2,866	$114,673	35.00%
	Contingency	$15,972	$409	$16,381	5.00%
	Total	$319,449	$8,190	$327,639	100.00%

3	Civil Sidewalks	$86,252	$2,213	$88,465	25.00%
	District Identity	$120,752	$3,095	$123,847	35.00%
	Administration	$120,752	$3,095	$123,847	35.00%
	Contingency	$17,250	$442	$17,692	5.00%
	Total	$345,006	$8,845	$353,851	100.00%
4	Civil Sidewalks	$93,152	$2,390	$95,542	25.00%
	District Identity	$130,412	$3,343	$133,755	35.00%
	Administration	$130,412	$3,343	$133,755	35.00%
	Contingency	$18,630	$477	$19,107	5.00%
	Total	$372,606	$9,553	$382,159	100.00%
5	Civil Sidewalks	$100,604	$2,581	$103,185	25.00%
	District Identity	$140,845	$3,610	$144,455	35.00%
	Administration	$140,845	$3,610	$144,455	35.00%
	Contingency	$20,120	$515	$20,635	5.00%
	Total	$402,414	$10,316	$412,730	100.00%
6	Civil Sidewalks	$108,652	$2,787	$111,439	25.00%
	District Identity	$152,113	$3,899	$156,012	35.00%
	Administration	$152,113	$3,899	$156,012	35.00%
	Contingency	$21,730	$556	$22,286	5.00%
	Total	$434,608	$11,141	$445,749	100.00%
7	Civil Sidewalks	$117,344	$3,010	$120,354	25.00%
	District Identity	$164,282	$4,211	$168,493	35.00%
	Administration	$164,282	$4,211	$168,493	35.00%
	Contingency	$23,468	$600	$24,068	5.00%
	Total	$469,376	$12,032	$481,408	100.00%
8	Civil Sidewalks	$126,732	$3,251	$129,983	25.00%
	District Identity	$177,425	$4,548	$181,973	35.00%
	Administration	$177,425	$4,548	$181,973	35.00%
	Contingency	$25,345	$648	$25,993	5.00%
	Total	$506,927	$12,995	$519,922	100.00%
9	Civil Sidewalks	$136,871	$3,511	$140,382	25.00%
	District Identity	$191,619	$4,912	$196,531	35.00%
	Administration	$191,619	$4,912	$196,531	35.00%
	Contingency	$27,373	$700	$28,073	5.00%
	Total	$547,482	$14,035	$561,517	100.00%

10	Civil Sidewalks	$147,821	$3,792	$151,613	25.00%
	District Identity	$206,949	$5,305	$212,254	35.00%
	Administration	$206,949	$5,305	$212,254	35.00%
	Contingency	$29,563	$756	$30,319	5.00%
	Total	$591,282	$15,158	$606,440	100.00%

The Assessment Engineer (see attached Engineer's Report) has found that the general benefits (i.e. general benefits to assessed parcels within the District, the general public and surrounding parcels outside the DTCBD) of the proposed programs, services and improvements (i.e. Civil Sidewalks, District Identity, Administration Services, Contingency), represent 2.5% of the total benefits generated and, in turn, 2.5% ($7,584) of the total adjusted costs of the DTCBD funded improvements, activities and services provided.

Total Year 1 adjusted costs are estimated at $295,786. General benefits are factored at 2.5% of the total adjusted costs (**see Finding 2 in the attached Engineer's Report)** with special benefits set at 97.5% of the total annual budget. Article XIIID Section 4(b) of the California Constitution limits the levy of property assessments to costs attributed to special benefits only. The 2.5% general benefit cost is computed to be $7,584 with a resultant 97.5% special benefit limit computed at $303,370. *Based on current property data and land uses, this is the maximum amount of Year 1 revenue that can be derived from property assessments from the subject District.*

All programs associated with general benefits will be derived from sources other than District assessments. Sample revenue sources are shown in the following Table:

Special and General Benefit Revenue Sources - 2026

Revenue Source	Revenue	% of Total
District Assessments/Special benefit	$ 295,786	97.5%
General Benefit	$ 7,584	2.5%
TOTAL	**$ 303,370**	**100%**

The renewed and expanded DTCBD assessments may increase for each individual parcel each year during the 10-year effective operating period, but not to exceed 5% per year, commensurate with special benefits received by each assessed parcel, and must be approved by the Owners' Association Board of Directors, included in the Annual Planning Report, and adopted by the Tracy City Council.
Any accrued interest and delinquent payments will be expended within the budgeted categories. The Owners' Association Board of the Directors, (Property Owner's Association of the DTCBD) shall determine the percentage increase to the annual assessment and the methodology employed to determine the amount of the increase. The Owners' Association, through their Executive Director or staff shall communicate the annual increase to the City each year at a time determined in the Administration Contract held between the Owners' Association and the City of Tracy.

Bonds:
No bonds are to be issued by the Owners Association in conjunction with the proposed renewed and expanded DTCBD District.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the 10th year of operation will be rolled over into the renewed and expanded budget or returned to stakeholders. District assessment funds may be used to pay for expenditures related to the renewal of the District. If the District is not established or terminated for any reason, unexpended funds will be returned to the property owners in the same proportion in which they were collected.

Manner of Collection
Assessments for the DTCBD shall be collected at the same time and in the same manner as ad valorum taxes paid to the County of San Joaquin (Operation Years 2026 - 2035). The District assessments shall appear as a separate line item on the property tax bills issued by the San Joaquin County Assessor. The City of Tracy is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement this Management District Plan.

IV. PROPOSED ASSESSMENT FORMULA

The renewed and expanded CBD programs and services described in this Management District Plan will be funded through benefit assessments against real property in the PBID and non-assessment revenues to fund the costs associated with general benefits conferred on assessed parcels within the District, the public at large and surrounding parcels outside of the renewed and expanded DTCBD boundaries. The assessment formula has been developed to ensure that no parcel will be assessed an amount that exceeds the cost of the proportional special benefit that parcel derives from the programs, services, and improvements to be funded by the proposed benefit assessments. The assessment rates are based on the anticipated benefit to be derived by each individual parcel within the boundary of the renewed and expanded DTCBD.

Based on the specific needs and corresponding nature of the program activities to be funded by the proposed established DTCBD (i.e., Civil Sidewalks, District Identity, Administration services, Contingency), the assessment factors on which to base assessment rates relate directly to the proportionate amount of land area and street frontage within district boundaries.

The "Basic Benefit Units" will be expressed as a combined function of land square footage (Benefit Unit "A"), street frontage (Benefit Unit "B") and building square footage, (Benefit Unit "C"). Based on the shape of the proposed established DTCBD, as well as the nature of the District program elements, it is determined that all identified assessed properties will gain a direct and proportionate degree of special benefit based on the respective amount of land area, street frontage and building square footage.

For the array of land uses within the District, the interactive application of land area, street frontage and building square footage quantities are a proven method of fairly and equitably spreading special benefit costs to these beneficiaries of District funded services, programs, and improvements. Each of these factors directly relates to the degree of special benefit each assessed parcel will receive from District funded activities.

Land Area is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on District funded activities. The targeted weight of this factor, land area, should generate approximately 39% of the total first year District revenue.

Street Frontage is a direct measure of the static utilization of each parcel and its corresponding impact or draw on District funded activities, many of which are linear in nature (i.e., sanitation and beautification). The targeted weight of this factor, street frontage, should generate approximately 20% of the total District revenue.

Building Square Footage is a direct measure of the current and future improvements to the land area of each parcel and its corresponding impact or draw on District funded activities. The targeted weight of this factor, building square footage, should generate approximately 41% of the first year's total District revenue. Assessing for building square footage is an appropriate gauge of the impact of employees, visitors, shoppers, and clients to a specific parcel.

Considering all identified specially benefiting parcels within the District and their respective assessable benefit units, the rates, cumulative quantities and assessment revenues by factor and zone are shown in the following tables:

Data generated from County records:

Land Area:	1,009,775 feet of assessable land area square footage.
Linear Frontage:	12,949 linear feet of assessable linear frontage
Building Square footage:	574,730 feet of assessable building square footage

Year 1 – Projected DTCBD Assessment Revenue

	Land Area Assessment Revenue	Linear Frontage Assessment Revenue	Building Square Footage Assessment Revenue	Subtotal Assessment Revenue
Revenue	$111,075	$58,270	$126,441	$295,786
Percentage of total	37%	20%	43%	100%

The number of Benefit Units for each identified benefiting parcel within the renewed and expanded DTCBD was computed from data extracted from County Assessor records and maps as well as property verification forms mailed out to each parcel owner in the proposed District. These data sources delineate current land uses, property areas and dimensions of record for each tax parcel.

The assessment formula for the proposed established DTCBD is as follows:

Assessments = Land Area (Unit A) Sq Ft x Unit A Rate, plus
Street Frontage (Unit B) Linear Ft x Unit B Rate, plus
Building Square footage (Unit C) Sq ft x Unit C rate

YEAR 1 – Assessment Rates

Building Square Footage Annual Costs	Land Area Annual Costs (lot size)	Linear Frontage Annual Costs	Residential Condominiums (assessed for building square feet only)
$0.22 per year	$0.11 per year	$ 4.50 per year	$0.22 per year

Changes to Frontage, Building or Land Area

Any changes in frontage, building and land area is a result of all three land adjustments including but not limited to lot splits, consolidations, subdivisions, street dedications, right-of-way setbacks shall have their assessment adjusted upon final City approval of such parcel adjustments.

Residential Condominium Unit Parcels Defined:

Though there are currently not any residential condominium units in the renewed and expanded DTCBD, there may be some built in the next ten years. When built, the building square footage will be defined as the livable building square footage within the walls of the condominium residential unit parcel. They are included in a special category to designate their unique special benefits relative to the other commercial parcels within the renewed and expanded DTCBD. Unlike the other commercial parcels in the District, including commercially operated apartment buildings, residential condominium parcels are assessed for building square footage only, and are not assessed for linear frontage and lot square footage.

These individual residential condominium parcels will be assessed for their building square footage only at the rate of $0.22 per square foot per year for the first year of the DTCBD, or possibly higher if assessments have been increased annually as provided in this plan and completed in future years. The rationale for assessing future residential condominiums only for the building square footage rate is provided below.

Residential condominium parcels are assessed differently than multi-unit, market rate apartment rental buildings due to special benefits required by each parcel as described below. The multi-unit apartment buildings are commercial properties in which the tenant and property owner have an economic relationship as opposed to residential condominium buildings where individual property owners own separate "air space parcels" on a single floor. Future residential apartment buildings can be bought or sold just as commercial buildings whereas residential condominium individual units are separately owned and must be individually bought and sold. Distinctions between residential apartment buildings with tenants and residential condominium building with individual parcel owners are explained as follows:

- *The Davis Sterling Act establishes rules and regulations for residential condominium owners based upon "separate interests" (i.e., ownership rights), as opposed to renters who only have a possessory interest.*
- *Generally, residential condominium unit owners demonstrate greater care for their property and concerns about quality-of-life issues due to their investment in real estate.*
- *Residential owners have the right to vote on assessments in a Proposition 218 hearing, tenants do not have that right.*
- *Residential condominium owners are required to contribute to legally established Homeowners Associations to oversee building maintenance, tenants are not.*
- *Residential tenants may have their dwelling units sold or have their rent raised.*

The assessment methodology has been written to confer special benefits to future residential condominium individually assessed parcels since residential condominium owners have expectations

about the care and maintenance of the building and its surroundings compared to the interest of residential tenants who have a possessory not an ownership interest.

Other Future Development

Other than future maximum rates with the frontage, building or land area assessment methodology delineated in this report, per State Law (Government Code Section 53750), future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Plan would require a new Proposition 218 ballot procedure to approve any such changes.

DTCBD – 10-year Maximum Assessment Rates
(Includes 5% per year Maximum Increase)

Year	Building Square Footage Assessment	Land Area (Lot size) Assessment	Linear Frontage Assessment	Residential Condominium Lot Square Footage
FY1	$ 0.220	$ 0.110	$ 4.500	$ 0.220
FY2	$ 0.231	$ 0.116	$ 4.725	$ 0.231
FY3	$ 0.243	$ 0.121	$ 4.961	$ 0.243
FY4	$ 0.255	$ 0.127	$ 5.209	$ 0.255
FY5	$ 0.267	$ 0.134	$ 5.470	$ 0.267
FY6	$ 0.281	$ 0.140	$ 5.743	$ 0.281
FY7	$ 0.295	$ 0.147	$ 6.030	$ 0.295
FY8	$ 0.310	$ 0.155	$ 6.332	$ 0.310
FY9	$ 0.325	$ 0.163	$ 6.649	$ 0.325
FY10	$ 0.341	$ 0.171	$ 6.981	$ 0.341

SAMPLE DTCBD FIRST YEAR ANNUAL ASSESSMENT CALCULATION:

A 5,000 sq. ft. land area with 50 linear feet of street frontage and 2,500 square foot building

Land Area square footage:	5,000 x $0.11 cents per square foot =	$ 550.00 plus
Linear Frontage:	50 linear feet x $ 4.50 per linear foot =	$ 225.00 plus
Building Square Footage	2,500 x $0.22 cents per square foot =	$ 550.00

TOTAL YEAR 1 ASSESSMENT: $ 1,325.00

Cost Per Month: $ 110.42

Cost Per Day: $ 3.63

A 1,000 sq. ft. residential condominium (does not assess linear frontage and lot size)

Building Square Footage 1,000 x $.22 cents per square foot = $ 220.00

TOTAL YEAR 1 ASSESSMENT: $ 220.00

Cost Per Month: $ 18.33

Cost Per Day: $ 0.60

The complete Year 1 – assessment roll of all parcels to be assessed by this renewed and expanded Downtown Tracy CBD is included in this Plan as Appendix I.

V. PUBLICLY OWNED PARCELS

The State Constitution - Article 13D (Proposition 218) states that "parcels within a District that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit." There are thirteen publicly owned parcels within the District, all of which are identified as assessable and for which special benefit services will be provided. All identified assessed parcels are owned by the City of Tracy.

Each of these City owned parcels will receive directly and proportionately specially benefit from improved Civil Sidewalks, District Identity, Administration Services, and Contingency. These identified assessed publicly owned parcels/facilities will specially benefit from District funded programs and services.

In the opinion of the Assessment Engineer, there is no clear and convincing evidence that these thirteen publicly owned parcels will not proportionately benefit from District services, programs, and improvements; therefore, each publicly owned parcel will be assessed at the rates with assessments to be based on the lot square footage area and street linear frontage of each parcel.

The Table below lists all publicly owned parcels within the renewed and expanded DTCBD and their Year 1 assessment amounts:

City of Tracy Publicly owned parcels

APN	PUBLIC AGENCY	Site Address	Y1 Assessment	Percent
235-056-150-000	CITY OF TRACY	15 W NINTH ST	$ 2,612.08	0.88%
235-056-160-000	CITY OF TRACY	31 W NINTH ST	$ 964.84	0.33%
235-056-170-000	CITY OF TRACY	41 W NINTH ST	$ 933.59	0.32%
235-056-190-000	CITY OF TRACY	50 W GILLETTE ALLEY	$ 275.00	0.09%
235-056-210-000	CITY OF TRACY	71 W TENTH ST	$ 2,964.55	1.00%
235-056-220-000	CITY OF TRACY	918 B ST	$ 2,966.50	1.00%
235-067-010-000	CITY OF TRACY	835 N CENTRAL AVE	$ 4,338.33	1.47%
235-067-020-00	CITY OF TRACY	885 N CENTRAL AVE	$ 3,467.13	1.17%
235-068-060-000	CITY OF TRACY	729 N CENTRAL AVE	$ 3,442.00	1.16%
235-068-090-000	CITY OF TRACY	25 W SEVENTH ST	$ 502.21	0.17%
235-068-170-000	CITY OF TRACY	713 N CENTRAL AVE	$ 8,281.17	2.80%
235-150-280-000	CITY OF TRACY	60 N CENTRAL AVE	$ 7,177.16	2.43%
235-171-060-000	CITY OF TRACY	32 E ELEVENTH ST	$ 1,890.44	0.64%
		TOTALS	**$ 39,815.00**	**13.46%**

VI. District Governance

The governance or management of a PBID typically requires an "Owner's Association" to carry out the PBID services and activities. State PBID Law (36600 Streets & Highways Code) also requires that the Owner's Association carry out specific additional functions. This includes preparation of an Annual Report to the City Council on the PBID activities for the past fiscal year and those proposed for the next fiscal year. The Owner's Association may also recommend to the City Council from time to time, changes to the DTCBD boundaries, benefit zones, assessment formula or CBD programs and activities, all subject to public notification and in some cases petition/balloting requirements.

Meetings of the Owner's Association and its standing Committees shall be subject to the State of California "Brown Act" open meeting law as well as the California Public Records Act legislation.

VII. Proposed Rules and Regulation Applied to the District

There are no specific rules or regulations applied to DTCBD or its Owners' Association.

VIII. Other Items

No bonds will be issued by the District.

IX. IMPLEMENTATION TIMETABLE

The renewal of the DTCBD is expected to begin operation by January 1, 2026. To meet this goal, the following procedural timeline is proposed:

Date	Action/Task
July - August 2024	DTCBD property owners meet to discuss the renewal process. The Board selects a Renewal Committee to meet with New City America to write a new plan for the Downtown Tracy Community Benefit District.
August:	Discussions held for possible expansion of the CBD with New City America.
October:	Key elements of the Management District Plan approved by the Renewal Committee.
November:	Renewal Management District Plan submitted to the TCCA Board for review and approval. Once approved by the TCCA Board, the plan is sent to the City Manager and City Attorney for review and approval.
December:	Final plan submitted to the City Manager and City Attorney along with the Assessment Engineer's report.
April - June:	Petitions circulated among the property owners in the renewed and expanded CBD. Once the petition drive has met the required petition threshold of 50% of weighted assessment support. The plan and petitions will be submitted to the City Manager and forwarded to the Tracy City Council to trigger the balloting process. A *Resolution of Intent* will be adopted by the City Council authorizing the City Clerk to send out ballots to property owners and announce a public hearing date for the return and counting of the ballots.
August	Public hearing held, mail ballot procedure concludes, ballots counted at the publicly noticed public hearing. If the weighted returned ballots approve the DTCBD, the City Council adopts a *Resolution of Formation*, and the DTCBD is formed.
August	The City Clerk transfers DTCBD data to County assessor to include the assessments on the FY26 property tax bills.

APPENDIX 1

YR 1
ASSESSMENT ROLL

APN	Annual Assessment
235-051-040-000	$793.56
235-051-080-000	$5,171.89
235-051-090-000	$3,116.26
235-051-100-000	$1,665.80
235-052-040-000	$1,241.86
235-053-010-000	$703.43
235-053-020-000	$617.45
235-053-030-000	$732.84
235-053-040-000	$5,445.57
235-053-050-000	$724.10
235-053-060-000	$1,063.75
235-053-070-000	$5,465.55
235-053-080-000	$6,793.19
235-053-120-000	$6,485.80
235-053-130-000	$2,218.75
235-054-010-000	$2,790.88
235-054-020-000	$3,018.06
235-054-030-000	$1,520.84
235-054-040-000	$1,750.77
235-054-050-000	$1,677.61
235-054-060-000	$5,975.57
235-055-010-000	$3,021.99
235-055-020-000	$1,800.09
235-055-030-000	$1,063.75
235-055-040-000	$1,315.43
235-055-060-000	$1,970.09
235-055-090-000	$1,875.00
235-055-100-000	$1,640.26
235-055-110-000	$2,149.78
235-055-120-000	$2,218.75
235-055-130-000	$5,985.50
235-055-140-000	$2,378.00
235-055-150-000	$4,764.10
235-055-160-000	$11,757.29
235-055-170-000	$3,869.50
235-055-180-000	$536.34
235-056-010-000	$5,170.78
235-056-020-000	$3,328.18
235-056-030-000	$1,619.84
235-056-040-000	$2,069.15
235-056-050-000	$2,332.83
235-056-060-000	$1,998.75
235-056-070-000	$2,853.87
235-056-080-000	$2,375.23
235-056-090-000	$2,144.36
235-056-100-000	$1,294.96
235-056-110-000	$1,663.94
235-056-120-000	$1,107.56
235-056-130-000	$585.00
235-056-140-000	$983.20
235-056-150-000	$2,612.08
235-056-160-000	$964.84
235-056-170-000	$933.59
235-056-190-000	$275.00
235-056-200-000	$1,196.85
235-056-210-000	$2,964.55
235-056-220-000	$2,966.50
235-067-010-000	$4,338.33
235-067-020-000	$3,467.13
235-067-030-000	$3,718.52
235-067-040-000	$2,154.00
235-067-050-000	$944.00
235-068-020-000	$456.25
235-068-030-000	$475.28
235-068-060-000	$3,442.00
235-068-090-000	$502.21
235-068-140-000	$2,419.70
235-068-170-000	$8,281.17
235-069-080-000	$1,431.44
235-069-090-000	$385.33
235-069-100-000	$811.00
235-069-110-000	$407.40
235-069-120-000	$407.40
235-069-130-000	$1,509.60
235-069-150-000	$790.40
235-150-280-000	$7,177.16
235-161-010-000	$4,260.09
235-161-020-000	$554.03
235-161-190-000	$1,167.60
235-161-200-000	$858.03
235-162-010-000	$3,893.95
235-162-020-000	$2,322.23
235-162-080-000	$1,883.12
235-162-090-000	$3,404.20
235-163-010-000	$2,223.44
235-163-150-000	$2,574.25
235-163-160-000	$1,089.18
235-163-170-000	$812.20
235-163-180-000	$4,110.57
235-163-190-000	$4,699.39
235-171-060-000	$1,890.44
235-171-070-000	$1,554.68
235-171-080-000	$2,733.00

235-171-090-000	$4,693.60
235-171-100-000	$3,191.04
235-171-110-000	$1,996.00
235-171-120-000	$1,820.00
235-171-150-000	$1,072.00
235-171-180-000	$559.65
235-171-190-000	$558.00
235-171-200-000	$559.65
235-171-210-000	$4,589.95
235-171-220-000	$1,217.10
235-171-240-000	$2,121.18
235-171-250-000	$4,631.24
235-171-280-000	$2,101.78
235-171-290-000	$2,160.34
235-171-300-000	$2,789.88
235-171-310-000	$1,958.85
235-172-010-000	$4,569.00
235-172-020-000	$1,329.60
235-172-030-000	$7,372.50
235-172-040-000	$1,996.00
235-172-050-000	$1,087.40
235-172-160-000	$6,801.90
235-172-170-000	$3,160.28
235-172-180-000	$1,546.63
235-172-200-000	$1,993.60
Total	**$295,786.35**

Attachment 1

ASSESSMENT ENGINEER'S REPORT

ATTACHMENT 1

RENEWED & EXPANDED DOWNTOWN TRACY COMMUNITY BENEFIT DISTRICT (DTCBD)

ASSESSMENT ENGINEER'S REPORT

Being Renewed for a 10-year Term Pursuant to California Streets and Highways Code Section 36600 et seq.
Property & Business Improvement District Act of 1994, as amended

Prepared by
Edward V. Henning
California Registered Professional Engineer # 26549
Edward Henning & Associates

June 6, 2025

FINAL

ASSESSMENT ENGINEER'S REPORT

To Whom It May Concern:

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the proposed Downtown Tracy Community Benefit District ("DTCBD") being renewed and expanded for a 10 year term will receive a special benefit over and above the benefits conferred on the public at large and that the amount of the proposed assessment is proportional to, and no greater than the benefits conferred on each respective property.

Prepared by Edward V. Henning, California Registered Professional Engineer # 26549



RPE #26549 **June 6, 2025**

Edward V. Henning Date

(NOT VALID WITHOUT SIGNATURE AND CERTIFICATION SEAL HERE)

Introduction

This report serves as the "detailed engineer's report" required by Section 4(b) of Article XIIID of the California Constitution to support the benefit property assessments to be levied within the proposed DTCBD in the City of Tracy, California being renewed and expanded for a 10 year term. The discussion and analysis contained within this Report constitutes the required "nexus" of rationale between assessment amounts levied and special benefits conferred on real properties within the proposed DTCBD.

Background

The DTCBD is a is a property-based benefit assessment type district being renewed and expanded for a 10 year term pursuant to Section 36600 et seq. of the California Streets and Highways Code (as amended), also known as the Property and Business Improvement District Law of 1994 (the "Act"). Due to the benefit assessment nature of assessments levied within a community benefit district ("CBD"), district program costs are to be distributed amongst all identified benefiting properties based on the proportionate amount of special program benefit each property is projected to derive from the assessments levied. Only those properties expected to derive special benefits from CBD funded programs and activities may be assessed and only in an amount proportionate to the special benefits expected to be conferred on each assessed property.

Supplemental Article XIIID Section 4(b) California Constitution Procedures and Requirements

Proposition 218, approved by the voters of California in November of 1996, adds a supplemental array of procedures and requirements to be carried out prior to levying a property-based assessment like the DTCBD. These requirements are in addition to requirements imposed by State and local assessment enabling laws. These requirements were "chaptered" into law as Article XIIID Section 4(b) of the California Constitution (hereinafter Article XIIID).

Since Article XIIID provisions will affect all subsequent calculations to be made in the final assessment formula for the DTCBD, these supplemental requirements will be taken into account. The key provisions of Article XIIID along with a description of how the DTCBD complies with each of these provisions are delineated below.

(Note: All section references below pertain to Article XIII D of the California Constitution):

Finding 1. From Section 4(a): "Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed"

General Setting and Boundary Rationale

The renewed and expanded district is to be named the Downtown Tracy Community Benefit District (DTCBD). The Downtown Tracy CBD boundaries are comprised of the commercial core parcels where the main historic economic activity of Downtown Tracy is centered. The commercial parcels facing 11th Street, 10th Street and Central Avenue are the heart of the commercial core of Downtown Tracy. These parcels showcase an array of commercial retailers, service stores, and various other commercial enterprises within the business district. The renewed CBD will include expanded parcels beyond the current boundaries that are currently on the periphery of the current district. The DTCBD encompasses 7 full blocks and 11 partial blocks plus the western side of the "Bowtie Area" in Downtown. The DTCBD includes 118 parcels, all of which are assessed. See the DTCBD map in Appendix 2 of this Report.

The DTCBD is surrounded extensively by single family and other lower density residential uses that would not benefit from the DTCBD programs and services and thus, are not included in the DTCBD. The Property and Business Improvement District Law of 1994, California Streets & Highway Code § 36632 states, *"Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments and shall not be subject to any assessment pursuant to this part."* It is noted that there are currently 2 residentially zoned parcels within the expansion area. This Assessment Engineer has determined that these parcels will not derive special benefit services from the DTCBD funded programs and activities and thus will not be assessed nor be provided with DTCBD funded services.

Benefit Zones

The District has one benefit zone.

District Boundary Description

Northern Boundary: The northern boundary of the renewed and expanded Downtown Tracy CBD is defined by the commercial parcels which are located along the south side of 11th Street from parcel 235-51-008 on the west, running eastward to parcel 235-171-009 on the east at the southwestern parcel of F Street and 11th Street.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided north of the northern District boundary.

Southern Boundary: The southern boundary of the renewed and expanded Downtown Tracy CBD is defined by the south side of 6th Street including the Transit Center (parcel 235-150-028) as well as the north side of Sixth Street from parcel 235-069-015 on the west and parcel 235-163-015, inclusive, on the east side.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided south of the southern District boundary.

Eastern Boundary: The eastern boundary of the renewed and expanded Downtown Tracy CBD begins at the southwestern corner of the intersection of 11th Street and E Street (parcel 235-171-009 and runs southward to include the parcel at the corner of Tenth Street and E Street, parcel 235-171-010, continuing southward to include the parcel on the southwestern corner of the intersection of Tenth Street and E Street parcel 235-172-020, continuing southward to include all of the parcels on the east side of Central Avenue from Gilette Street (alley) running south along Central Avenue to include all of the commercial parcels on the east side of Central Avenue including Ninth Street, Eighth Street, Seventh Street, and Sixth Street, ending a parcel 235-163-015 across from the park on Sixth Street.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided east of the eastern District boundary.

Western Boundary: The western boundary of the renewed and expanded Downtown Tracy CBD begins on the north at parcel 235-051-008 at the southwestern corner of the intersection of A Street and 11th Street and continues down A Street to include all of the parcels on the west side of A street down to parcel 235-052-004, (the parcel at A and Tenth Street is not included due to its residential zoning status). The western boundary continues southward to include parcel 235-056-022, at Ninth Street and B Street and continues southward to include the east side parcel lines of parcels 235-067-001, 235-067-005, 235-068-002,235-068,002, 235-068-017, 235-068-017, 235-069-008, 235-069-009, 235-069-015.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided west of the western District boundary.

All identified parcels within the above-described boundaries and shall be assessed to fund supplemental special benefit programs, services and improvements as outlined in the Management District Plan (the "Plan") and in this Assessment Engineer's Report (the "Report"). All DTCBD funded services, programs and improvements provided within the above-described boundaries shall confer special benefit to identified assessed parcels inside the DTCBD boundaries and none will be provided outside of the DTCBD. Each assessed parcel within the DTCBD will proportionately specially benefit from the DTCBD funded Civil Sidewalks, District Identity, Administration Services and Contingency as described in more detail under "Work Plan", beginning on page 10 of this Report. These services, programs and improvements are intended to improve commerce, employment, livability, rents and occupancy rates of parcels and businesses within the DTCBD by reducing litter and debris, marketing the available goods and services and installing beautification elements, each considered necessary in a competitive properly managed business district. All DTCBD funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Tracy and are only provided for the special benefit of assessed parcels within the boundaries of the DTCBD.

A list of all parcels included in the proposed DTCBD is shown as Appendix 1, attached to this Report with their respective Alameda County assessor parcel number. The boundary of the proposed DTCBD and parcels within it are shown on the map of the DTCBD attached as Appendix 2 to this Report.

Finding 2. From Section 4(a): "Separate general benefits (if any) from the special benefits conferred on parcel(s). Only special benefits are assessable. "

QUANTITATIVE BENEFIT ANALYSIS

As stipulated in Article XIIID, assessment district programs and activities confer a combination of general and special benefits, but the only program benefits that can be funded through property assessments are those that provide special benefit to the assessed properties. For the purposes of this analysis, a "general benefit" is hereby defined as: "A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied". "Special benefit" as defined by Article XIIID means a distinct benefit over and above general benefits conferred on real property located in the district.

The property uses within the boundaries of the DTCBD that will receive special benefits from DTCBD funded programs and services are currently a unique mix of retail, office, grocery, restaurant, mixed use housing developments, auto service and other neighborhood serving retail uses. Services, programs and improvements provided and funded by the DTCBD are primarily designed to provide special benefits as described below to identified assessed parcels and the array of land uses within the boundaries of the DTCBD.

The proposed DTCBD programs, improvements and services and Year 1 budget allocation are as follows:

Year 1 - DTCBD Special Benefit Cost Allocations (Assessment Revenue Only)

Civil Sidewalks	District Identity	Administration Services	Contingency	TOTAL
25.00%	35.00%	35.00%	5.00%	100.00%
$73,947	$103,525	$103,525	$14,789	$295,786

Assessed parcels are conferred proportionate special benefits from all DTCBD funded programs, services and improvements which are intended to attract more customers, users, visitors, employees, tenants and investors. DTCBD programs, services and improvements are designed to increase business volumes, sales transactions, occupancies and rental income. These programs, services and improvements are designed to improve commerce and aesthetic appeal for owners, tenants, patrons, residents, visitors and employees of these parcels within the DTCBD by reducing litter and debris, marketing the available goods and services and installing beautification elements, each considered necessary in a competitive properly managed business district.

These benefits are particular and distinct to each and every identified and assessed parcel within the DTCBD and are not provided to non-assessed parcels outside of the DTCBD. These programs, services and improvements will only be provided to each individual assessed parcel within the DTCBD boundaries and, in turn, confer proportionate special benefits to each assessed parcel.

In the case of the DTCBD, the very nature of the purpose of this CBD is to fund supplemental programs, services and improvements to assessed parcels within the DTCBD boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. All benefits derived from the assessments to be levied on assessed parcels within the DTCBD are for services, programs and improvements directly and specially benefiting each individual assessed parcel within the DTCBD. No DTCBD funded services, activities or programs will be provided outside of the DTCBD boundaries.

While every attempt is made to provide DTCBD services and programs to confer special benefits only to those identified assessed parcels within the DTCBD, Article XIIID stipulates that general benefits exist (either by design or unintentional) in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues.

Empirical assessment engineering analyses throughout California have found that general benefits within a given assessment district tend to range from 2-6% of the total costs. A majority of assessment districts in California for which this Assessment Engineer has provided assessment engineering services in conformance with Article XIIID have used the composite district overlay determinant method of computing general benefits which will be used for the DTCBD. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within the DTCBD, general benefit to the public at large within the DTCBD and general benefit to parcels outside the DTCBD.

General Benefit – Assessed Parcels within the DTCBD

DTCBD funded programs are narrowly designed and carefully implemented to specially benefit the assessed DTCBD parcels and are only provided for the special benefit to each and every assessed parcel within the DTCBD. It is the opinion of this Engineer, based on over 30 years of professional assessment engineering experience, that nearly 100% of benefits conferred on the 129 assessed parcels within the DTCBD are distinct and special. In the case of the DTCBD, it is projected that there are 0.25% general benefits conferred on these parcels. This high ratio of special benefits to general benefits is because the DTCBD funded programs and services are specially geared to the unique needs of each parcel within the DTCBD and are directed specially only to these parcels within the DTCBD. This concept is further reinforced by the proportionality of special benefits conferred on each parcel within the DTCBD as determined by the special benefit assessment formula as it is applied to the unique and varying property characteristics of each parcel. The computed 0.25% general benefit value on the 120 assessed parcels within the DTCBD equates to $739 or (.25% x $295,786).

General Benefits – Outside Parcels

While DTCBD programs and services will not be provided directly to parcels outside the DTCBD boundaries, it is reasonable to conclude that DTCBD services may confer an indirect general benefit on parcels adjacent to the DTCBD boundaries. An inventory of the DTCBD boundaries finds that the DTCBD is immediately surrounded by 80 parcels. Of these, 26 are commercially zoned parcel with commercial uses and 54 are residentially zoned parcels with residential uses or are public or non-profit owned parcels with public or non-profit uses.

The 80 parcels directly outside the DTCBD boundaries can reasonably be assumed to receive some indirect general benefit as a result of DTCBD funded programs, services and improvements. Based on over 30 years of assessment engineering experience, it is the opinion of this Engineer that a benefit factor of 1.0 be attributed to the 118 assessed parcels within the DTCBD, a benefit factor of 0.05 be attributed to general benefits conferred on the 26 commercial parcels located adjacent to or across the street from assessed parcels within the DTCBD and a benefit factor of 0.007 be attributed to general benefits conferred on the 54 residential and non-profit parcels and uses located adjacent to or across the street from assessed parcels within the DTCBD. The cumulative dollar value of this general benefit type equates to $4,211 ($3,259 + $952) as delineated in the following Table:

Parcel Type	Quantity	Benefit Factor	Benefit Units	Benefit Percent	Benefit Value
Assessed Parcels Inside BID	118	1.000	118.00	98.5963%	$295,786
Commercial Perimeter Parcels Outside BID	26	0.050	1.30	1.0862%	$3,259
Other Perimeter Parcels Outside BID	54	0.007	0.38	0.3175%	$952
TOTAL			119.68	100.00%	$299,997

General Benefit - Public At Large

While the DTCBD funded programs are narrowly designed and carefully implemented to specially benefit the assessed DTCBD parcels and are only provided for the special benefit to each and every assessed parcel within the DTCBD, these programs also provide general benefits to the public at large within the DTCBD.

For the proposed DTCBD activities, assessment engineering experience in California has found that generally over 95% of people moving about within similar district boundaries are engaged in business related to assessed parcels and businesses contained located within them, while the public at large "just passing through" is typically 5% or less.

Based on experience curves and the nature of the proposed DTCBD funded programs and over 30 years of assessment engineering experience, it is the opinion of this Assessment Engineer that districtwide general benefit factors for each of the DTCBD funded special benefit program element costs that provide a general benefit to the public at large are as shown in the Table below. These factors are applied to each program element cost in order to compute the dollar and percent value of districtwide general benefits to the public at large. The total dollar value of this general benefit type, public at large, equates to $2,219 as delineated in the following Table:

	A	B	C	E
Program Element	**Dollar Allocation**	**General Benefit Percent**	**General Benefit Factor**	**General Benefit Value (A x C)**
Sidewalk Operations	$73,947	1.50%	0.0150	$1,109
District Identity	$103,525	0.50%	0.0050	$518
Administration Services	$103,525	0.50%	0.0050	$518
Contingency	$14,789	0.50%	0.0050	$74
Total	$295,786			$2,219

Composite General Benefit

Based on the general benefit values delineated in the three sections above, the total value of districtwide general benefits conferred on assessed parcels within the DTCBD, on parcels outside the DTCBD, and on the public at large, equates to $7,169 ($739 + $4,211 + $2,219) or 2.37% of the total Year 1 program costs. The composite general benefit value of 2.37% will be conservatively rounded up to 2.5% (or $7,584) of the total estimated program cost of $303,370. The districtwide general benefit value of $87,584 when subtracted from the total estimated program cost of $303,370 produces the special benefit value of $295,786 (Year 1 – 2026 assessment). Remaining costs that are attributed to districtwide general benefits

will need to be derived from other non-assessment sources such as grants, underwritings, event proceeds and sponsorships.

The program special benefit related cost allocations of the DTCBD assessment revenues for Year 1 – 2026 are shown in the Table on page 13 of this Report. The projected program special benefit related cost allocations of the DTCBD assessment revenues for Years 1-10 of the DTCBD, assuming an 8% maximum annual assessment rate increase, are shown in the Table on page 14 of this Report.

A breakdown of projected special and districtwide general benefits for Years 1-10 for each program element is shown in the following Table:

Year 1-10 Special + Districtwide General Benefits

YR	PROGRAM CATEGORY	SPECIAL BENEFIT ASSESSMENT COSTS	GENERAL BENEFIT NON-ASSESSMENT COSTS	TOTAL ADJUSTED COSTS	% OF TOTAL
1	Civil Sidewalks	$73,947	$1,897	$75,844	25.00%
	District Identity	$103,525	$2,654	$106,179	35.00%
	Administration	$103,525	$2,654	$106,179	35.00%
	Contingency	$14,789	$379	$15,168	5.00%
	Total	$295,786	$7,584	$303,370	100.00%
2	Civil Sidewalks	$79,863	$2,049	$81,912	25.00%
	District Identity	$111,807	$2,866	$114,673	35.00%
	Administration	$111,807	$2,866	$114,673	35.00%
	Contingency	$15,972	$409	$16,381	5.00%
	Total	$319,449	$8,190	$327,639	100.00%
3	Civil Sidewalks	$86,252	$2,213	$88,465	25.00%
	District Identity	$120,752	$3,095	$123,847	35.00%
	Administration	$120,752	$3,095	$123,847	35.00%
	Contingency	$17,250	$442	$17,692	5.00%
	Total	$345,006	$8,845	$353,851	100.00%
4	Civil Sidewalks	$93,152	$2,390	$95,542	25.00%
	District Identity	$130,412	$3,343	$133,755	35.00%
	Administration	$130,412	$3,343	$133,755	35.00%
	Contingency	$18,630	$477	$19,107	5.00%
	Total	$372,606	$9,553	$382,159	100.00%
5	Civil Sidewalks	$100,604	$2,581	$103,185	25.00%
	District Identity	$140,845	$3,610	$144,455	35.00%

	Administration	$140,845	$3,610	$144,455	35.00%
	Contingency	$20,120	$515	$20,635	5.00%
	Total	$402,414	$10,316	$412,730	100.00%
6	Civil Sidewalks	$108,652	$2,787	$111,439	25.00%
	District Identity	$152,113	$3,899	$156,012	35.00%
	Administration	$152,113	$3,899	$156,012	35.00%
	Contingency	$21,730	$556	$22,286	5.00%
	Total	$434,608	$11,141	$445,749	100.00%
7	Civil Sidewalks	$117,344	$3,010	$120,354	25.00%
	District Identity	$164,282	$4,211	$168,493	35.00%
	Administration	$164,282	$4,211	$168,493	35.00%
	Contingency	$23,468	$600	$24,068	5.00%
	Total	$469,376	$12,032	$481,408	100.00%
8	Civil Sidewalks	$126,732	$3,251	$129,983	25.00%
	District Identity	$177,425	$4,548	$181,973	35.00%
	Administration	$177,425	$4,548	$181,973	35.00%
	Contingency	$25,345	$648	$25,993	5.00%
	Total	$506,927	$12,995	$519,922	100.00%
9	Civil Sidewalks	$136,871	$3,511	$140,382	25.00%
	District Identity	$191,619	$4,912	$196,531	35.00%
	Administration	$191,619	$4,912	$196,531	35.00%
	Contingency	$27,373	$700	$28,073	5.00%
	Total	$547,482	$14,035	$561,517	100.00%
10	Civil Sidewalks	$147,821	$3,792	$151,613	25.00%
	District Identity	$206,949	$5,305	$212,254	35.00%
	Administration	$206,949	$5,305	$212,254	35.00%
	Contingency	$29,563	$756	$30,319	5.00%
	Total	$591,282	$15,158	$606,440	100.00%

DTCBD WORK PLAN

Overview

The services, programs and improvements to be funded by the DTCBD include Civil Sidewalks, District Identity, Administration Services and Contingency. The property uses within the boundaries of the DTCBD that will receive special benefits from DTCBD funded programs, services and improvements are currently an array of retail, office, grocery, restaurant, mixed use housing developments, auto service and other neighborhood serving retail uses. Services, programs and improvements provided and funded by the DTCBD are primarily designed to provide special benefits as described below to identified assessed parcels within the boundaries of the DTCBD.

These special benefits are particular and distinct to each and every identified assessed parcel within the DTCBD and are not provided to non-assessed parcels outside of the DTCBD. These programs, services and improvements will only be provided to each individual assessed parcel within the DTCBD boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

The very nature of the purpose of the DTCBD is to fund supplemental programs, services and improvements to assessed parcels within the DTCBD boundaries above and beyond the base line services provided by the City of Tracy. The City of Tracy does not provide these supplemental programs and services. All benefits derived from the assessments to be levied on assessed parcels within the DTCBD are for services, programs and improvements directly benefiting each individual assessed parcel within the DTCBD. No DTCBD funded services, activities or programs will be provided outside of the DTCBD boundaries.

The program special benefit cost allocations of the DTCBD assessment revenues for Year 1-2026 are shown in the Table on page 13 of this Report. The projected program special benefit cost allocations of the DTCBD assessment revenues for the 10-year term of the DTCBD, assuming an 8% maximum annual assessment rate increase, are shown in the Table on page 14 of this Report.

WORK PLAN DETAILS

The services to be provided by the DTCBD (i.e. Civil Sidewalks, District Identity, Administration Services and Contingency) are all designed to contribute to the cohesive urban fabric to ensure economic success and vitality of each assessed parcel within the proposed DTCBD. The assessed parcels in the DTCBD will specially benefit from the DTCBD programs in the form of increasing commerce and improving economic success, livability and vitality through meeting the DTCBD Goals: to improve cleanliness, beautification, landscaping, livability and to attract and retain businesses and services, generate more pedestrian and visitor traffic and to increase commerce and improve the economic viability of each individual assessed parcel.

Assessed parcels are conferred proportionate special benefits from all DTCBD funded programs, services and improvements which are intended to attract more customers, users, visitors, employees, tenants, residents and investors. DTCBD programs, services and improvements are designed to increase business volumes, sales transactions, occupancies and rental income. These programs, services and improvements are designed to improve commerce, livability and aesthetic appeal for owners, tenants, patrons, residents, visitors and employees of these parcels within the DTCBD by reducing litter and debris, marketing the

available goods and services and installing beautification elements, each considered necessary in a competitive properly managed business district.

These benefits are particular and distinct to each and every identified and assessed parcel within the DTCBD and are not provided to non-assessed parcels outside of the DTCBD. These programs, services and improvements will only be provided to each individual assessed parcel within the DTCBD boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

The following programs, services and improvements are proposed by the DTCBD to specially benefit each and every individually assessed parcel within the DTCBD boundaries. DTCBD services, programs and improvements will not be provided to parcels outside the DTCBD boundary.

1. CIVIL SIDEWALKS

$ 73,947 (Special Benefit) +$1,897 (General Benefit) = $ 75,844 25%

This category of special benefit services provides special benefits to assessed properties with services predominantly from curb to property line. The function of these services is to provide a cleaner, more orderly, more attractive and dynamic Downtown and reduce problems within the public rights of way of the CBD area. These services are above current City base level services, and one set of services listed below may be prioritized for one year and another set of services may be prioritized the following year. The determination of prioritization of special benefit services will be determined by the CBD management corporation Board of Directors. Civil Sidewalk special benefit services include, but are not limited to:

- Regular sidewalk and gutter sweeping, based upon the budget
- Regular sidewalk steam cleaning (over and above City base line services)
- Enhanced trash emptying (over and above City base line services)
- Flower and vegetation maintenance (over and above City base line services)
- Maintenance and planning of new and expanded outdoor public spaces
- Other programs that provide special benefits in the sidewalks of the DTCBD

It is expected that the frequency of pressure washing, and sidewalk/gutter sweeping will increase under this plan due to the increase in revenues and expansion of the district, resulting in more services to the renewed and expanded DTCBD.

The goal of the Civil Sidewalks work plan component is to ensure that the frontage for all identified assessed parcels are clean and well maintained, thereby creating an attractive District for the special benefit of each and every assessed District parcel. These supplemental services will assist in creating a clean and orderly environment for the special benefit of each assessed parcel in the District. A dirty environment deters commerce and may fail to attract patrons and visitors, and reduce commercial rents and commercial occupancies. For the array of land uses within the District (i.e. retail, office, grocery, restaurants, offices, parking, mixed-use residential), this work plan component is designed to increase pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the DTCBD boundaries. Each assessed parcel will specially benefit from the Civil Sidewalks programs which will only be provided to, and for the direct benefit of, each identified assessed parcel within the District boundaries.

2. DISTRICT IDENTITY/PLACEMAKING
$103,525 (Special Benefit + $2,654 (General Benefit) = $ 116,179 35%

This category of special benefit services provides property owners with the following services that enhance the positive identity and brand of Downtown Tracy. The function of these services is to create greater demand for property, office space, business and eventually residential tenancies throughout the DTCBD. These services are above the current City base level services, and one set of services listed below may be prioritized one year and another set of services may be prioritized the following year. That determination of prioritization of special benefit services will be determined by the CBD management corporation Board of Directors. Such District Identity special benefit services include but are not limited to:

- Web site maintenance
- App development
- Management and coordination of special Events at Central Park and 10th Avenue
- Social media programs
- Holiday decorations installation and maintenance
- Branding Downtown Tracy through a PR firm so a positive image is supported
- Banner programs
- Public art displays
- Public space design and management
- Other marketing and promotion strategies and programs
- Management of district identity related services
- Events, including, but not limited to: A Saturday Downtown Tracy Farmers Market, Hop & Shop, Taps on Tenth, Tee It Up With TCCA, 4th of July Parade, State of the District, Wine Stroll, TCCA Car Show, Candy Crawl, Ornament Stroll, Holiday Parade of Lights and Tree Lighting.

3. ADMINISTRATION SERVICES
$103,525 (Special Benefit + $2,654 (General Benefit) = $ 116,179 35%

These are overhead expenses to oversee the implementation of programs and activities in the CBD.

- Staff and administrative costs
- Directors' and Officers' insurance, general liability insurance
- Office related expenses, equipment, rent
- Financial reporting, accounting
- Legal work

The Administration Services component includes activities such as: personnel, operations, professional services (e.g. legal, accounting, insurance), production of the Annual Planning Report and Budget, preparation for the regular and Annual Board meetings, preparation of taxes, City required quarterly reports, facilitation of meetings of the Owners' Association, Brown Act compliance, outreach to District property and business owners, and participation in professional peer/best practice forums such as the the California Downtown Association or the International Downtown Association.

The Administration Services component is key to the proper expenditure of District assessment funds and the administration of District programs and activities for the special benefit of all parcels and land

uses within the DTCBD. The Administration work plan component exists only for the purposes of the District and directly relates to the implementation of cleaning and beautification, district identity and improvement programs and services, which specially benefit each identified assessed parcel within the District boundaries.

4. Contingency/Parking Maintenance/Capital Improvements:
$ 14,789 (Special Benefit) + $ 379 (General Benefit) = $ 15,168 5%

Since the City advances 100% of the anticipated property assessments at the beginning of each fiscal year, there has been 100% compliance for the first four years of the DTCBD. The budget includes a contingency/parking maintenance/capital improvements item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs in accordance with this Report at the discretion of the District. Policies relating to contributions to the expenditure of contingency monies shall be set by the District. Contingency funds may be spent on District programs, including parking maintenance and capital improvements, or administrative and renewal costs in such proportions as determined by the District. The contingency fund may also be used for the costs of renewing the District.

In summary, all DTCBD funded services, programs and improvements described above confer special benefits to identified assessed parcels inside the DTCBD boundaries and none will be provided outside of the DTCBD. Each assessed parcel within the DTCBD will proportionately specially benefit from Civil Sidewalks, District Identity, Administration Services and Contingency. These services, programs and improvements are intended to improve commerce, employment, rents, livability and occupancy rates of assessed parcels within the DTCBD by reducing litter, marketing the available goods and services and installing physical improvements, each considered necessary in a competitive properly managed business district. All DTCBD funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Tracy and are only provided for the special benefit of each and every assessed parcel within the boundaries of the DTCBD.

WORK PLAN BUDGET

Each identified assessed parcel within the DTCBD will be assessed the full amount of the proportionate special benefit conferred upon it based on the level of DTCBD funded services provided. The projected DTCBD program special benefit (assessments) allocation budget for Year 1-2026 is shown in the following Table:

DTCBD Year 1-2026 Special Benefit Assessment Budget

Civil Sidewalks	District Identity	Administration Services	Contingency	TOTAL
25.00%	35.00%	35.00%	5.00%	100.00%
$73,947	$103,525	$103,525	$14,789	$295,786

In order to carry out the DTCBD programs outlined in the previous section, a Year 1-2026 assessment budget of $295,786 is projected. Since the DTCBD is being proposed for a 10-year term, projected

program costs for future years (Years 2-10) are set at the inception of the DTCBD. While future inflationary and other program cost increases are unknown at this point, a maximum annual increase of 8% per year, commensurate to special benefits conferred on each assessed parcel, is incorporated into the projected program costs and assessment rates for the DTCBD.

Funding carryovers, if any, may be reapportioned the following year for related programs, services and improvements in accordance with the Plan. Detailed annual budgets will be prepared by the Property Owners' Association Board and included in the Annual Report for the City Council's review and approval.

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year for the proposed DTCBD. Accordingly, the Owners' Association shall have the ability to reallocate any budget line item within the budget categories in the Management District Plan subject to the review and approval by the Owners' Association Board. Any proposed variation that exceeds 10% of the total budget shall be subject to review and approval from the City Manager's Office. Any surplus or unspent funds, per category, shall be accumulated year to year over the life of the DTCBD. Such reallocation will be included in the Annual Report for approval by the City of Tracy City Council pursuant to related City policies. Any accrued interest or delinquent payments may be expended in any budget category in accordance with the Management District Plan.

A 10-year projected DTCBD special benefit budget is shown in the following Table:

YEAR 1-10 PROJECTED DTCBD ASSESSMENT BUDGET SUMMARY (Special Benefits)
(Assumes 8% max rate increase per year)

YR	Civil Sidewalks	District Identity	Administration Services	Contingency	TOTAL
	25.00%	35.00%	35.00%	5.00%	100.00%
1	$73,947	$103,525	$103,525	$14,789	$295,786
2	$79,863	$111,807	$111,807	$15,972	$319,449
3	$86,252	$120,752	$120,752	$17,250	$345,006
4	$93,152	$130,412	$130,412	$18,630	$372,606
5	$100,604	$140,845	$140,845	$20,120	$402,414
6	$108,652	$152,113	$152,113	$21,730	$434,608
7	$117,344	$164,282	$164,282	$23,468	$469,376
8	$126,732	$177,425	$177,425	$25,345	$506,927
9	$136,871	$191,619	$191,619	$27,373	$547,482
10	$147,821	$206,949	$206,949	$29,563	$591,282

The DTCBD assessments may increase for each individual parcel each year during the life of the DTCBD, but not to exceed 8% per year, commensurate to special benefits received by each assessed parcel, and must be approved by the Owners' Association Board of Directors, included in the Annual Report and adopted by the City of Tracy City Council. Any accrued interest and delinquent payments will be expended within the budgeted categories. The Owners' Association Board of the Directors ("Property Owners' Association of the DTCBD) shall determine the percentage increase, if any, to the annual

assessment, not to exceed 8% per year. The Owners' Association Executive Director shall communicate the annual increase to the City each year in which the DTCBD operates at a time determined in the Administration Contract held between the Owners' Association and the City of Tracy. No bonds are to be issued in conjunction with the proposed DTCBD.

Pursuant to State Law, any funds remaining after the 10-Year term will be rolled over into the renewal budget or returned to stakeholders in accordance with the Law. If the DTCBD is terminated for any reason or disestablished, unencumbered/unexpended funds will be returned to the property owners in accordance with the Law.

Finding 3. From Section 4(a): "(Determine) the proportionate special benefit derived by each parcel in relationship to the entirety of the.....cost of public improvement(s) or the maintenance and operation expenses.....or the cost of the property related service being provided.

Each identified assessed parcel within the DTCBD will be assessed based on property characteristics unique only to that parcel. Based on the specific needs and corresponding nature of the program activities to be funded by the proposed DTCBD (i.e. Civil Sidewalks, District Identity, Administration Services and Contingency), it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage of each parcel except as noted herein within one benefit zone.

The calculated assessment rates are applied to the actual assessed factor quantities of each parcel and thereby are proportional to each and every other identified assessed parcel within the DTCBD as a whole. Larger parcels and those with larger buildings and/or street frontage are projected to impact the demand for services and programs to a greater extent than smaller parcels or smaller buildings or street frontages and thus, are assigned a greater proportionate degree of assessment program and service costs. The proportionality is further achieved by setting targeted formula component weights for the respective parcel by parcel identified property attributes.

The proportionate special benefit cost for each parcel has been calculated based on proportionate formula components and is listed in the Plan and this Report. The individual percentages (i.e. proportionate relationship to the total special benefit related program and activity costs) are computed by dividing the individual parcel assessment by the total special benefit program related costs.

Finding 4. From Section 4(a): "No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Not only are the proposed program costs reasonable due to the benefit of group purchasing and contracting which would be possible through the proposed DTCBD, they are also considerably less than other options considered by the DTCBD Renewal Advisory Committee. The actual assessment rates for each parcel within the DTCBD directly relate to the level of service and, in turn, special benefit to be conferred on each parcel based on the respective amount of building area, land area and street frontage of each parcel except as noted herein within one benefit zone.

Finding 5. From Section 4(a): "Parcels.....that are owned or used by any (public) agency shall not be exempt from assessment....."

Article XIIID states that "parcels within a District that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly-owned parcels in fact receive no special benefit."

There are 13 publicly owned parcels within the boundaries of the proposed DTCBD, all owned by the City of Tracy. These publicly owned parcels and facilities within the DTCBD will proportionately specially benefit from DTCBD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of this Assessment Engineer that these 13 publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from DTCBD funded services, programs and improvements such as aspects of District Identity and Administration that specially benefit business, commerce, occupancies and rents. To offset this special benefit differential, these publicly owned parcels with public facilities on them will be assessed for parcel land area and street frontage but not for public building areas located on them. Publicly owned parcels with non-government facilities/uses on them, if any, would be assessed for building areas not occupied by government uses and facilities.

DTCBD services are designed to improve the cleanliness and image of assessed publicly owned parcels and facilities for visitors, their employees and users of public facilities on publicly owned parcels within the DTCBD by reducing litter and debris, each considered detractions to employment, visitation and use of public facilities if not contained and properly managed. In turn, these services will serve to enhance the public purpose provided by public facilities and parcels within DTCBD.

The Table below lists all publicly owned parcels within the renewed and expanded DTCBD and their Year 1 assessment amounts:

Publicly Owned Parcels

APN	PUBLIC AGENCY	Site Address	YR 1 Assessment	% of Total
235-056-150-000	CITY OF TRACY	15 W NINTH ST	$ 2,612.08	0.81%
235-056-160-000	CITY OF TRACY	31 W NINTH ST	$ 964.84	0.30%
235-056-170-000	CITY OF TRACY	41 W NINTH ST	$ 933.59	0.29%
235-056-190-000	CITY OF TRACY	50 W GILLETTE ALLEY	$ 275.00	0.09%
235-056-210-000	CITY OF TRACY	71 W TENTH ST	$ 2,964.55	0.92%
235-056-220-000	CITY OF TRACY	918 B ST	$ 2,966.50	0.92%
235-067-010-000	CITY OF TRACY	835 N CENTRAL AVE	$ 4,338.33	1.35%
235-067-020-00	CITY OF TRACY	885 N CENTRAL AVE	$ 3,467.13	1.08%
235-068-060-000	CITY OF TRACY	729 N CENTRAL AVE	$ 3,442.00	1.07%
235-068-090-000	CITY OF TRACY	25 W SEVENTH ST	$ 502.21	0.16%
235-068-170-000	CITY OF TRACY	713 N CENTRAL AVE	$ 8,281.17	2.58%
235-150-280-000	CITY OF TRACY	60 N CENTRAL AVE	$ 7,177.16	2.23%
235-171-060-000	CITY OF TRACY	32 E ELEVENTH ST	$ 1,890.44	0.59%
		TOTALS	**$ 39,815.00**	**12.39%**

<u>Finding 6.</u> From Section 4(b): "All assessments must be supported by a detailed engineer's report prepared by a registered professional engineer certified by the State of California".

This report serves as the "detailed engineer's report" to support the benefit property assessments proposed

to be levied within the proposed DTCBD.

Finding 7. From Section 4(c): "The amount of the proposed assessment for each parcel shall be calculated (along with) the total amount thereof chargeable to the entire district, the duration of such payments, the reason for such assessment and the basis upon which the amount of the proposed assessment was calculated."

The individual and total parcel assessments attributable to special property benefits are shown in Appendix 1 to the Plan and this Report. The proposed DTCBD and resultant assessment levies will continue for 10 years unless disestablished. The reasons for the proposed assessments are outlined in Finding 2 above as well as in the Plan. The calculation basis of the proposed assessment is attributed to building area, land area and street frontage of each parcel except as noted herein within one benefit zone.

Assessment Formula Methodology

Step 1. Select "Benefit Unit(s)"

Background – Generic Assessment Formula Development

The method used to determine special benefits derived by each identified assessed property within a CBD begins with the selection of a suitable and tangible basic benefit unit. For property related services, such as those proposed in the DTCBD, the benefit unit may be measured in building size in square feet, parcel land area in square feet or parcel street frontage in linear feet or any combination of these factors. Factor quantities for each parcel are then measured or otherwise obtained. From these figures, the amount of benefit units to be assigned to each property can be calculated. Special circumstances such as unique geography, land uses, development constraints etc. are carefully reviewed relative to specific programs and improvements to be funded by a CBD in order to determine any levels of different benefit that may apply on a parcel-by-parcel or categorical basis.

Based on the factors described above such as geography and nature of programs and activities proposed, an assessment formula is developed which is derived from a singular or composite benefit unit factor or factors. Within the assessment formula, different factors may be assigned different "weights" or percentage of values based on their relationship to programs/services to be funded.

Next, all program and activity costs, including incidental costs, administration and ancillary program costs, are estimated. It is noted, as stipulated in Article XIIID Section 4(b) of the California Constitution, and now required of all property-based assessment districts, indirect or general benefit related costs may not be incorporated into the assessment formula and levied on the district properties; only direct or "special" benefits related costs may be used. Indirect or general benefits, if any, must be identified and, if quantifiable, calculated and factored out of the assessment cost basis to produce a "net" cost figure. In addition, Article XIIID Section 4(b) of the California Constitution also no longer automatically exempts publicly owned property from being assessed unless the respective public agency can provide clear and convincing evidence that their property does not specially benefit from the programs and services to be funded by the proposed special assessments. If special benefit is determined to be conferred upon such properties, they must be assessed in proportion to special benefits conferred in a manner similar to privately owned property assessments. (See pages 15-16 of this Report for discussion regarding publicly owned parcels within the DTCBD).

From the estimated program costs, the value of a benefit unit or "unit cost" can be computed by dividing the total amount of estimated program costs by the total number of benefit units. The amount of assessment for each parcel can be computed at this time by multiplying the Unit Cost times the number of Benefit Units per parcel. This is known as "spreading the assessment" or the "assessment spread" in that all costs are allocated proportionately or "spread" amongst all benefitting properties within the CBD.

The method and basis of spreading program costs varies from one CBD to another based on local geographic conditions, types of programs and activities proposed, and size and development complexity of the district. CBIDs may require secondary benefit zones to be identified to allow for a tiered assessment formula for variable or stepped-down benefits derived based on general land use differentials or levels of services required or programmed to be provided.

DTCBD Assessment Formula

Based on the specific needs and corresponding nature of the program activities to be funded by the proposed DTCBD (i.e. Civil Sidewalks, District Identity–Placemaking, Administration and Contingency) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage of each parcel except as noted herein within one benefit zone.

The "Benefit Units" will be expressed as a combined function of gross building square footage (Benefit Unit "A"), parcel land square footage (Benefit Unit "B"), street frontage (Benefit Unit "C") and residential condominium interior building square footage (Benefit Unit "D"). Based on the shape of the proposed DTCBD, as well as the nature of the work program, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based on the respective amount of building area, land area and street frontage of each parcel except as noted herein within one benefit zone. It is noted and explained in more detail on page 19 under "Special Assessment Circumstances" that residential condominiums will be assessed based only on interior building pad square footage of each unit.

The interaction of building area, land area and street frontage quantities is a common method of fairly and equitably spreading special benefit costs to the beneficiaries of CBD funded services, programs and improvements. These factors directly relate to the proportion of special benefit each assessed parcel will receive from DTCBD funded activities, programs and improvements.

Building Area (Benefit Units A & D) is a direct measure of the static utilization of each parcel and its corresponding impact or draw on DTCBD funded activities. The combined targeted revenue weight of Building Area (Units A & D) is about 40% and will actually generate 42.7473% of the overall assessment revenue

Land Area (Benefit Unit B) is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on DTCBD funded activities. The targeted revenue weight of Land Area (Unit B) is about 40%. Unit B will actually generate 37.5525% of the overall assessment revenue.

Street Frontage (Benefit Unit C) is a direct measure of each parcel's corresponding impact or draw on DTCBD funded activities. The targeted revenue weight of Street Frontage (Unit C) is about 20%. Unit C will actually generate 19.7002% of the overall assessment revenue.

Special Assessment Circumstances

1. Residential Condominiums

Residential condominium parcels will be assessed as a separate category. It is the opinion of this Assessment Engineer that residential condominium parcels will proportionately specially benefit from DTCBD funded programs and activities, but differently than commercial parcels and other residential parcels with multiple units on them. As such, based on the development configuration of such units which are generally multi floor buildings with no direct land or street frontage, the assessments for residential condominiums shall be assessed based solely on the internal building area of each residential condominium unit at the rate of $0.22 per square foot of internal building pad area, subject to any approved annual rate increases.

2. Commercial and Mixed-Use Condominiums

While no mixed-use condominiums currently exist within the DTCBD, ground floor commercial condominiums within the DTCBD shall be assessed based on actual land area covered, condominium building area and direct street frontage for each unit. Because such uses are typically developed as part of a multi-floor mixed-use complex, special methodologies are needed to address the levy of assessments on such land uses as follows:

Multi-Floor Commercial Only Condominiums (Upper Floors)

- Building area assessed at respective building area rate and pro-rated for land area and street frontage based on quantities of the whole complex

Multi-Floor Mixed-Use Condominiums

- Commercial condo (See above for ground floor and upper floor locations)
- Residential condo (See # 1 above)

Changes to Building and/or Parcel Size

Any changes in building or parcel size as a result of new construction, demolitions, land adjustments including but not limited to lot splits, consolidations, subdivisions, street dedications, right of way setbacks shall have their assessment adjusted upon final City approval of such building and/or parcel adjustments.

Other Future Development

Other than future maximum rates and the assessment methodology delineated in this Report, future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Report would require a new Article XIIID ballot procedure in order to approve any such changes.

Step 2. Quantify Total Basic Benefit Units

Considering all identified specially benefiting parcels within the DTCBD and their respective assessable benefit units, the cumulative quantities by factor and zone are shown in the following Table:

Year 1 – 2026 - Assessable Benefit Units

BLDG AREA (SF)	LAND AREA (SF)	STREET FRONTAGE (LF)	R-CONDO BLDG AREA (SF)	# OF ASSESSABLE PARCELS
574,730	1,009,775	12,949	0	118

Considering all identified specially benefiting parcels within the DTCBD and their respective assessable benefit units, the cumulative assessment revenue by factor are shown in the following Table:

Year 1 – 2026 - Assessment Revenue

BLDG ASSMT $	LAND ASSMT $	STREET FRONTAGE ASSMT REVENUE	R-CONDO BLDG ASSMT REVENUE	TOTAL ASSMT REVENUE
$126,440.60	$111,075.25	$58,270.50	$0.00	$295,786.35
42.7473%	37.5525%	19.7002%	0.0000%	100.00%

Step 3. Calculate Benefit Units for Each Property.

The number of Benefit Units for each identified benefiting parcel within the proposed DTCBD was computed from data extracted from County Assessor records and maps. These data sources delineate current land uses, property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property-based assessments. All respective property data being used for assessment computations will be provided to each property owner in the DTCBD for their review. If a property owner believes there is an error on a parcel's assessed quantities, the DTCBD may confirm the data with the San Joaquin County Assessor's office. If DTCBD data matches Assessor's data, the property owner may opt to work with the Assessor's office to correct the data so that the DTCBD assessment may be corrected.

Step 4. Determine Assessment Formula

In the opinion of this Assessment Engineer, the general assessment formula for the proposed DTCBD as shown in the Year 1 Assessment Rate Table above is as follows:

Assessment = Building Area (Unit A) Sq Ft x Unit A Rate
Land Area (Unit B) Sq Ft x Unit B Rate, plus
Street Frontage (Unit C) Lin Ft x Unit C Rate
OR
Residential Condominium Building Area (Unit D) Sq Ft x Unit D Rate

Assessment Formula Unit Rates

Based on figures from the Assessable Benefit Units Table above, the assessment rates for each factor and zone are shown as calculated below:

Building Area Rate (Unit A)

($295,786.35 x 42.7473%) / 574,730 gross building area units = $0.22/sq ft building area

Land Area Rate Rate B (Unit B)

($295,786.35 x 37.5525%) / 1,009,775 land area units = $0.11/sq ft land area

Street Frontage Rate (Unit C)

($295,786.35 x 19.7002%) / 12,949 street frontage units = $4.50/ LF street frontage

Condo Building Area Rate (Unit D) interior building pad area = $0.22/sq ft building area

YEAR 1 –2026 Assessment Rates

BLDG ASSMT RATE ($/SF)	LAND ASSMT RATE ($/SF)	STREET FRONTAGE ASSMT RATE ($/LF)	R-CONDO BLDG ASSMT RATE
$0.22	$0.11	$4.50	$0.22

The complete Year 1 – 2026 assessment roll of all parcels to be assessed by the DTCBD is included in this Report as Appendix I.

Step 5. Estimate Total DTCBD Costs

The total projected 10-year DTCBD special benefit costs for 2026 – 2035 are shown in the Table on page 14 of this Report assuming a maximum 8% increase per year.

Step 6. Separate General Benefits from Special Benefits and Related Costs (Article XIIID)

Total Year 1 special and districtwide general benefit related costs are estimated at $303,370. Districtwide general benefits are factored at 2.5% of the total benefit value (see Finding 2 of this Report) with special benefits set at 97.5%. Article XIIID limits the levy of property assessments to costs attributed to special benefits only. The 2.5% general benefit value is computed to be $7,584 with a resultant 97.5% special benefit limit computed at $295,786. All program costs associated with general benefits will be derived from sources other than DTCBD assessments.

Step 7. Calculate "Basic Unit Cost"

With a YR 1 - 2026 assessment revenue portion of the budget set at $295,786 (special benefit only), the Unit Costs (rates) are shown earlier in Step 4. The DTCBD is proposed for a 10-year term. An annual inflationary assessment rate increase of up to 8%, commensurate to special benefits received by each assessed parcel, may be imposed for future year assessments, on approval by the DTCBD Property Owner's Association. The maximum assessment rates for years 1-10 (2026-2035) are shown in the Table below. The assessment rates listed constitute the maximum assessment rates that may be imposed for each year of the 10-year DTCBD term.

DTCBD – Maximum Assessment Rates - Years 1-10
(Includes an 8%/Yr. Max Increase)

YEAR	BLDG ASSMT RATE ($/SF)	LAND ASSMT RATE ($/SF)	FRONTAGE ASSMT RATE ($/LF)	R-CONDO BLDG ASSMT RATE ($/SF)
1	$0.2200	$0.1100	$4.5000	$0.2200
2	$0.2376	$0.1188	$4.8600	$0.2376
3	$0.2566	$0.1283	$5.2488	$0.2566
4	$0.2771	$0.1386	$5.6687	$0.2771
5	$0.2993	$0.1497	$6.1222	$0.2993
6	$0.3232	$0.1617	$6.6120	$0.3232
7	$0.3491	$0.1746	$7.1410	$0.3491
8	$0.3770	$0.1886	$7.7123	$0.3770
9	$0.4072	$0.2037	$8.3293	$0.4072
10	$0.4398	$0.2200	$8.9956	$0.4398

Step 8. Spread the Assessments

The resultant assessment spread calculation results for each parcel within the DTCBD are shown in the Plan and this Report and were determined by applying the DTCBD assessment formula to each identified benefiting property.

Miscellaneous DTCBD Provisions

Time and Manner of Collecting Assessments:
Assessments shall be collected at the same time and in the same manner as ad valorum taxes paid to San Joaquin County. The DTCBD assessments shall appear as a separate line item on the property tax bills issued by San Joaquin County. The City of Tracy is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement the Plan.

Bonds:
No bonds are to be issued in conjunction with the proposed DTCBD.

Duration:
As allowed by State Law, the renewed and expanded DTCBD will have a 10-year operation term, beginning January 1, 2026 and ending December 31, 2035. At that time, the DTCBD may be renewed again for up to 10 years at a time.

APPENDIX 1

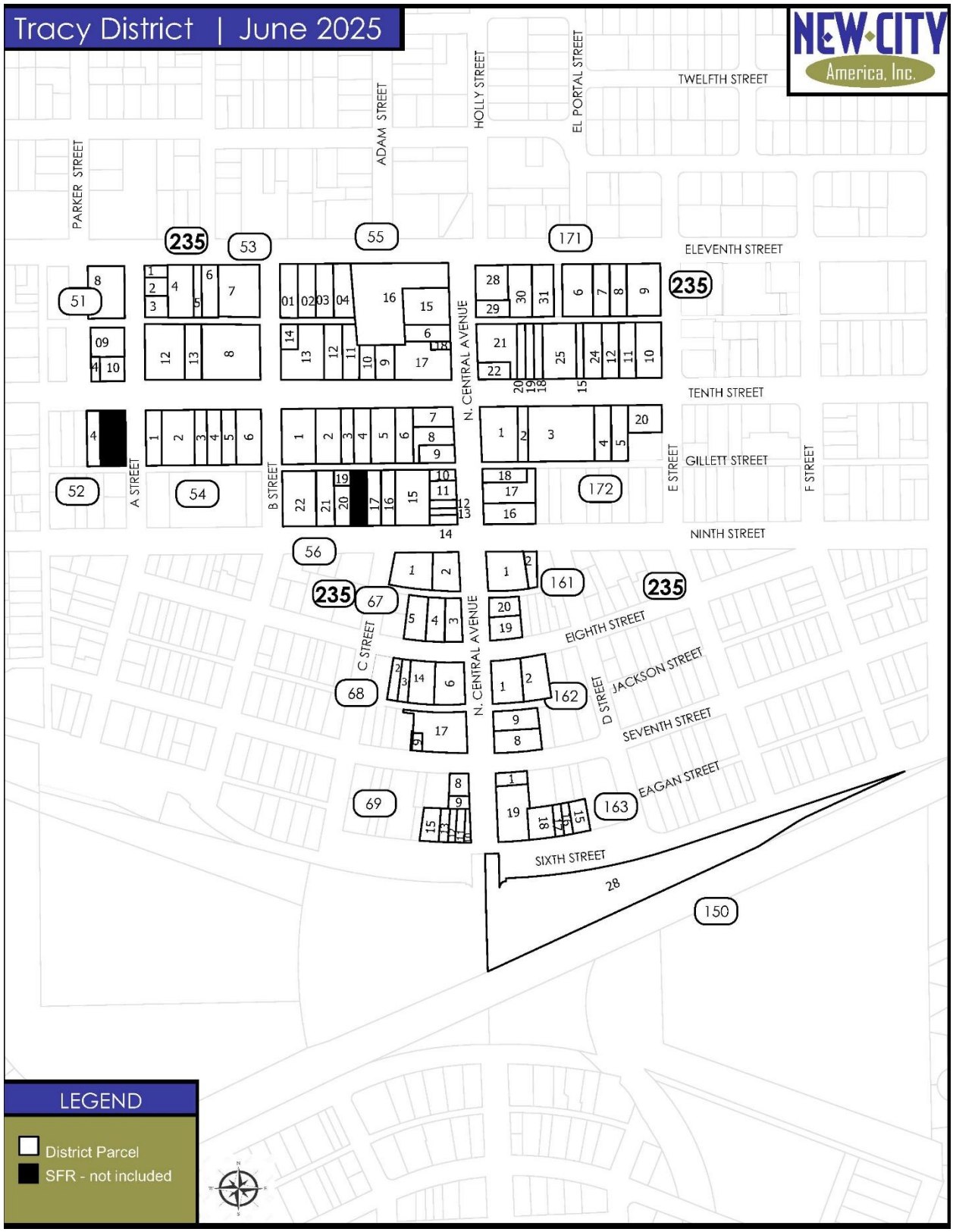
DTCBD
YR 1 – 2026
ASSESSMENT ROLL

APN	Annual Assessment
235-051-040-000	$793.56
235-051-080-000	$5,171.89
235-051-090-000	$3,116.26
235-051-100-000	$1,665.80
235-052-040-000	$1,241.86
235-053-010-000	$703.43
235-053-020-000	$617.45
235-053-030-000	$732.84
235-053-040-000	$5,445.57
235-053-050-000	$724.10
235-053-060-000	$1,063.75
235-053-070-000	$5,465.55
235-053-080-000	$6,793.19
235-053-120-000	$6,485.80
235-053-130-000	$2,218.75
235-054-010-000	$2,790.88
235-054-020-000	$3,018.06
235-054-030-000	$1,520.84
235-054-040-000	$1,750.77
235-054-050-000	$1,677.61
235-054-060-000	$5,975.57
235-055-010-000	$3,021.99
235-055-020-000	$1,800.09
235-055-030-000	$1,063.75
235-055-040-000	$1,315.43
235-055-060-000	$1,970.09
235-055-090-000	$1,875.00
235-055-100-000	$1,640.26
235-055-110-000	$2,149.78
235-055-120-000	$2,218.75
235-055-130-000	$5,985.50
235-055-140-000	$2,378.00
235-055-150-000	$4,764.10
235-055-160-000	$11,757.29
235-055-170-000	$3,869.50
235-055-180-000	$536.34
235-056-010-000	$5,170.78
235-056-020-000	$3,328.18
235-056-030-000	$1,619.84
235-056-040-000	$2,069.15
235-056-050-000	$2,332.83
235-056-060-000	$1,998.75
235-056-070-000	$2,853.87
235-056-080-000	$2,375.23
235-056-090-000	$2,144.36
235-056-100-000	$1,294.96
235-056-110-000	$1,663.94
235-056-120-000	$1,107.56
235-056-130-000	$585.00
235-056-140-000	$983.20
235-056-150-000	$2,612.08
235-056-160-000	$964.84
235-056-170-000	$933.59
235-056-190-000	$275.00
235-056-200-000	$1,196.85
235-056-210-000	$2,964.55
235-056-220-000	$2,966.50
235-067-010-000	$4,338.33
235-067-020-000	$3,467.13
235-067-030-000	$3,718.52
235-067-040-000	$2,154.00
235-067-050-000	$944.00
235-068-020-000	$456.25
235-068-030-000	$475.28
235-068-060-000	$3,442.00
235-068-090-000	$502.21
235-068-140-000	$2,419.70
235-068-170-000	$8,281.17
235-069-080-000	$1,431.44
235-069-090-000	$385.33
235-069-100-000	$811.00
235-069-110-000	$407.40
235-069-120-000	$407.40
235-069-130-000	$1,509.60
235-069-150-000	$790.40
235-150-280-000	$7,177.16
235-161-010-000	$4,260.09
235-161-020-000	$554.03
235-161-190-000	$1,167.60
235-161-200-000	$858.03
235-162-010-000	$3,893.95
235-162-020-000	$2,322.23
235-162-080-000	$1,883.12
235-162-090-000	$3,404.20
235-163-010-000	$2,223.44
235-163-150-000	$2,574.25
235-163-160-000	$1,089.18
235-163-170-000	$812.20
235-163-180-000	$4,110.57
235-163-190-000	$4,699.39
235-171-060-000	$1,890.44
235-171-070-000	$1,554.68
235-171-080-000	$2,733.00
235-171-090-000	$4,693.60
235-171-100-000	$3,191.04
235-171-110-000	$1,996.00
235-171-120-000	$1,820.00
235-171-150-000	$1,072.00
235-171-180-000	$559.65
235-171-190-000	$558.00
235-171-200-000	$559.65
235-171-210-000	$4,589.95
235-171-220-000	$1,217.10
235-171-240-000	$2,121.18
235-171-250-000	$4,631.24
235-171-280-000	$2,101.78
235-171-290-000	$2,160.34
235-171-300-000	$2,789.88
235-171-310-000	$1,958.85
235-172-010-000	$4,569.00
235-172-020-000	$1,329.60
235-172-030-000	$7,372.50
235-172-040-000	$1,996.00

235-172-050-000	$1,087.40
235-172-160-000	$6,801.90
235-172-170-000	$3,160.28
235-172-180-000	$1,546.63
235-172-200-000	$1,993.60
Total	**$295,786.35**

APPENDIX 2

DTCBD BOUNDARY MAP


Tracy District | June 2025
NEW·CITY America, Inc.
TWELFTH STREET
HOLLY STREET
EL PORTAL STREET
ADAM STREET
PARKER STREET
ELEVENTH STREET
TENTH STREET
GILLETT STREET
NINTH STREET
EIGHTH STREET
JACKSON STREET
SEVENTH STREET
EAGAN STREET
SIXTH STREET
N. CENTRAL AVENUE
A STREET
B STREET
C STREET
D STREET
E STREET
F STREET
235
53
55
171
51
52
54
56
67
68
69
161
162
163
172
150
LEGEND
District Parcel
SFR - not included

PETITION TO RENEW AND ESTABLISH THE DOWNTOWN TRACY COMMUNITY BENEFIT DISTRICT

Under Sections 36600, et seq. of Division 18, Part 7, Chapter 2 of the California Streets and Highways Code

Legal Owner: CITY OF TRACY

Owner % of Total Assessment: 13.46%

APN	Site Address	Benefit Zone	Proposed Assessment	Percent
235-056-150-000	15 W NINTH ST	1	$2,612.08	0.81%
235-056-160-000	31 W NINTH ST	2	$964.84	0.30%
235-056-170-000	41 W NINTH ST	2	$933.59	0.29%
235-056-190-000	50 W GILLETTE ALLEY	2	$275.00	0.09%
235-056-210-000	71 W TENTH ST	2	$2,964.55	0.92%
235-056-220-000	918 B ST	2	$2,966.50	0.92%
235-067-010-000	835 N CENTRAL AVE	1	$4,338.33	1.35%
235-067-020-000	885 N CENTRAL AVE	1	$3,467.13	1.08%
235-068-060-000	729 N CENTRAL AVE	1	$3,442.00	1.07%
235-068-090-000	25 W SEVENTH ST	1	$502.21	0.16%
235-068-170-000	713 N CENTRAL AVE	1	$8,281.17	2.58%
235-150-280-000	60 N CENTRAL AVE	1	$7,177.16	2.23%
235-171-060-000	32 E ELEVENTH ST	2	$1,890.44	0.59%
			$39,815.00	

_____Yes, I endorse the Downtown Tracy CBD Management District Plan for 2025.

_____
Property Owner's Name (Please Print or Type)

_____ _____
Property Owner's Signature Date

or

_____ _____
Duly Authorized Representative's Signature Title (Please Print or Type)

_____
Date

Please sign and return by Sunday, June 15, 2025

Please scan and email to mail@newcityamerica.com
and mail original to: New City America, Inc.
Downtown Tracy CBD Steering Committee
710 West Ivy Street | San Diego, California 92101 | 888-356-2726

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-____

---

(1) DECLARING CITY OF TRACY'S INTENT TO RENEW AND EXPAND A PROPERTY AND BUSINESS IMPROVEMENT DISTRICT KNOWN AS THE "DOWNTOWN TRACY COMMUNITY BENEFIT DISTRICT," AND

(2) FIXING THE TIME AND PLACE OF A NOTICED PUBLIC HEARING REGARDING THE DISTRICT'S RENEWAL; AND

(3) AUTHORIZING THE CITY MANAGER TO SIGN THE PETITION IN FAVOR OF RENEWAL OF THE DISTRICT AND TO CAST A BALLOT IN SUPPORT OF THE RENEWAL OF THE DISTRICT.

WHEREAS, the Property and Business Improvement District Law of 1994 (California Streets and Highways Code Sections 36600, *et seq*.) authorizes cities to establish property and business improvement districts for the purpose of levying assessments on real property for certain purposes; and

WHEREAS, in December 2009, property owners in Downtown Tracy voted overwhelmingly to fund special benefit services pursuant to this State law through a self-assessment known as the Downtown Tracy Community Benefit District ("District"); and

WHEREAS, in November 2014, property owners in Downtown Tracy voted to renew the special benefit district through a self-assessment District which is set to expire at the end of 2025; and

WHEREAS, New City America, Inc. ("Consultant") was retained by the Tracy City Center Association (TCCA) to renew the District for a 10-year term as allowed under Section 33622(h) of the California Streets and Highway Code; and

WHEREAS, the City is the fee owner of the Assessor's Parcel Numbers, 235-056-15, 235-056-16, 235-056-17, 235-056-19, 235-056-21, 235-056-21, 235-067-01, 235-067-02, 235-068-06, 235-068-09, 235-068-17, 235-150-28, 235-171-06 (collectively, the "Downtown City Properties") located within the business improvement area of the District, which is shown in Exhibit 1 – Proposed District Boundary Map; and

WHEREAS, the City Petition shows the collective amount of the proposed assessments to be levied on Downtown City Properties will be $39,815; and

WHEREAS, Section 36621 of the California Streets and Highway Code requires that potentially affected property owners in the proposed district that will collectively pay more than

50 percent of the assessment proposed to be levied, sign a petition to establish the renewed District; and

WHEREAS, the Consultant sent petitions to the property owners in the District pursuant to Section 36621 of the California Streets and Highway Code as shown in Exhibit 2 – Petition, attached hereto and incorporated herein by this reference; and

WHEREAS, the City Council intends to make a finding in which identifies all parcels in the proposed District that will have a special benefit conferred upon them and upon which an assessment will be imposed;

WHEREAS, the City desires to support the renewal of the District; now therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby declares as follow:

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

2. DECLARATION. Pursuant to the provision of Section 36600 et seq. of the California Streets and Highway Code (the "Act"), the City Council declares its intent to renew and expand the existing District and to levy and collect assessments on lodging businesses within the expanded District boundaries pursuant to the Property and Business Improvement District Law of 1994.

3. DISTRICT BOUNDARIES. The boundaries of the proposed extended District are described and illustrated in the Management District Plan, which is on file with the City Clerk and which is incorporated by reference as though fully set forth herein.

4. MANAGEMENT DISTRICT PLAN. The Management District Plan (EXHIBIT 3) contains the following information as required by Section 36622 of the California Streets and Highways Code:

    a. A map of the District in sufficient detail to locate each parcel of property within the District
    b. The name of the proposed District
    c. A description of the boundaries of the District, including the boundaries of any benefit zones, proposed for establishment or extension in a manner sufficient to identify the lands included
    d. The improvements and activities proposed for each year of operation of the District and the maximum cost thereof
    e. The total annual amount proposed to be expended for improvements, maintenance and operations in each year of operation of the District
    f. The proposed source or sources of financing including the proposed method and basis of levying the assessment in sufficient detail to allow each property owner to calculate the amount of the assessment to be levied against his or her property
    g. The time and manner of collecting the assessments
    h. The specific number of years, up to a maximum of 10 in which assessments will be levied. The Management District Plan may set forth specific increases in assessments for each year of operation of the District

i. The proposed time for implementation and completion of the Management District Plan
j. Any proposed rules and regulations to be applicable to the District
k. A list of the properties to be assessed, including the assessor's parcel numbers, and a statement of the method(s) by which the expenses of the District will be imposed upon the benefited real property, in proportion to the benefit received by the property, to defray the cost thereof, including operation and maintenance
l. Any other item or matter required to be incorporated therein by the City Council

The City Council finds that the Plan satisfies all requirements of Streets and Highways Code § 36622.

5. BASELINE SERVICE LEVEL. It is the intent of the Council that the level of services presently being provided the City in the area within the proposed District will not be affected by the creation of the District or the levying of the proposed assessments.

6. PUBLIC MEETING, PUBLIC HEARING ANNOUNCEMENT OF THE TABULATION OF THE BALLOTS. One public meeting and one public hearing shall be conducted before the City Council. The public meeting, the public hearing and the public announcement of the tabulation of the ballots shall be held on August 19, 2025, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers at City Hall, 333 Civic Center Plaza, Tracy, California 95376.

   At a public meeting, the City Council will hear testimony regarding the proposed assessment. At the public hearing, the City Council will hear all interested persons for or against the establishment of the District, the extent of the District, and the furnishings of specified types of improvements or activities. The City Council may waive any irregularity in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings. At the public announcement of the results of the tabulation of the ballots, the City Council will accept the balloting results from the City Clerk and make them a part of the public record.

7. PROTESTS. Protests against formation of the District may be made verbally or in writing. Written protests can be submitted to the City Clerk. The City Clerk is located within the City Manager's Office and is located on the second floor of City Hall, 333 Civic Center Plaza, Tracy, California 95376. Protests should identify the reason the protestor is against the formation of the District. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularity or defect to which the objection is made.

   Written protests must contain the following certification: "I certify that I am the owner of the property described herein and that the property is located within the boundaries of the proposed Downtown Manteca Community Benefit District." All written protests must contain the following information: property address, assessor's parcel number, name of the property owner (printed), signature of the property owner, and the date of the protest. If a person subscribing a protest is not shown on City records or San Joaquin County Assessor property ownership records as the owner of the property within the proposed District, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the property. Protests shall be filed with the City Clerk located at City Hall, at or before the time fixed for the public hearing. Written protests which do not comply with these

requirements shall not be counted in determining whether or not a majority protest is found to exist.

A protest may be withdrawn in writing at any time before the conclusion of the public hearing. If written protests are received from the owners of real property in the proposed District who will pay more than 50% of the assessment proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50%, no further proceedings to establish the District shall be taken for a period of one year from the date of the finding of a majority protest by the City Council. In addition, a majority protest will be found to exist if, upon the conclusion of the hearing, ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation of the affected property. If the majority protest is only against furnishing of a specified type(s) of improvements or activities within the District, only those types of improvements or activities shall be eliminated.

8. QUESTIONS OR COMMENTS. Any person having questions or comments regarding the meeting or hearing proceedings, or regarding the establishment of the proposed District may call the Alexandra Pineda, Economic Development Analyst at (209) 831-6491 or email alexandra.pineda@cityoftracy.org.

9. NOTICE OF REQUIREMENT. The City Clerk is directed to give notice of the time and place of the public hearing in accordance with Streets and Highways Code Section 36623. The City Clerk is to do this by mailing (or causing to be mailed) written notices and assessment ballots in the time, form, and manner provided by Government Code Section 53753 to all persons who own real property within the proposed District and will be subject to the proposed assessment. The City Clerk is further directed to file an affidavit with the City Council when all notices and ballots have been mailed, setting forth the time and manner of compliance with the requirements of law for mailing the notices and ballots. The notice shall be mailed not less than forty-five (45) days before the date of the public hearing; and be it

FURTHER RESOLVED: That the City Council authorizes and directs the City Manager to sign the Petition on behalf of the City in support of the renewal of the Downtown Tracy Community Benefit District and to cast a ballot in support of the renewal of the Downtown Tracy Community Benefit District.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 17th 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

Exhibit 1 – Proposed District Boundary Map
Exhibit 2 – Petition

Exhibit 1

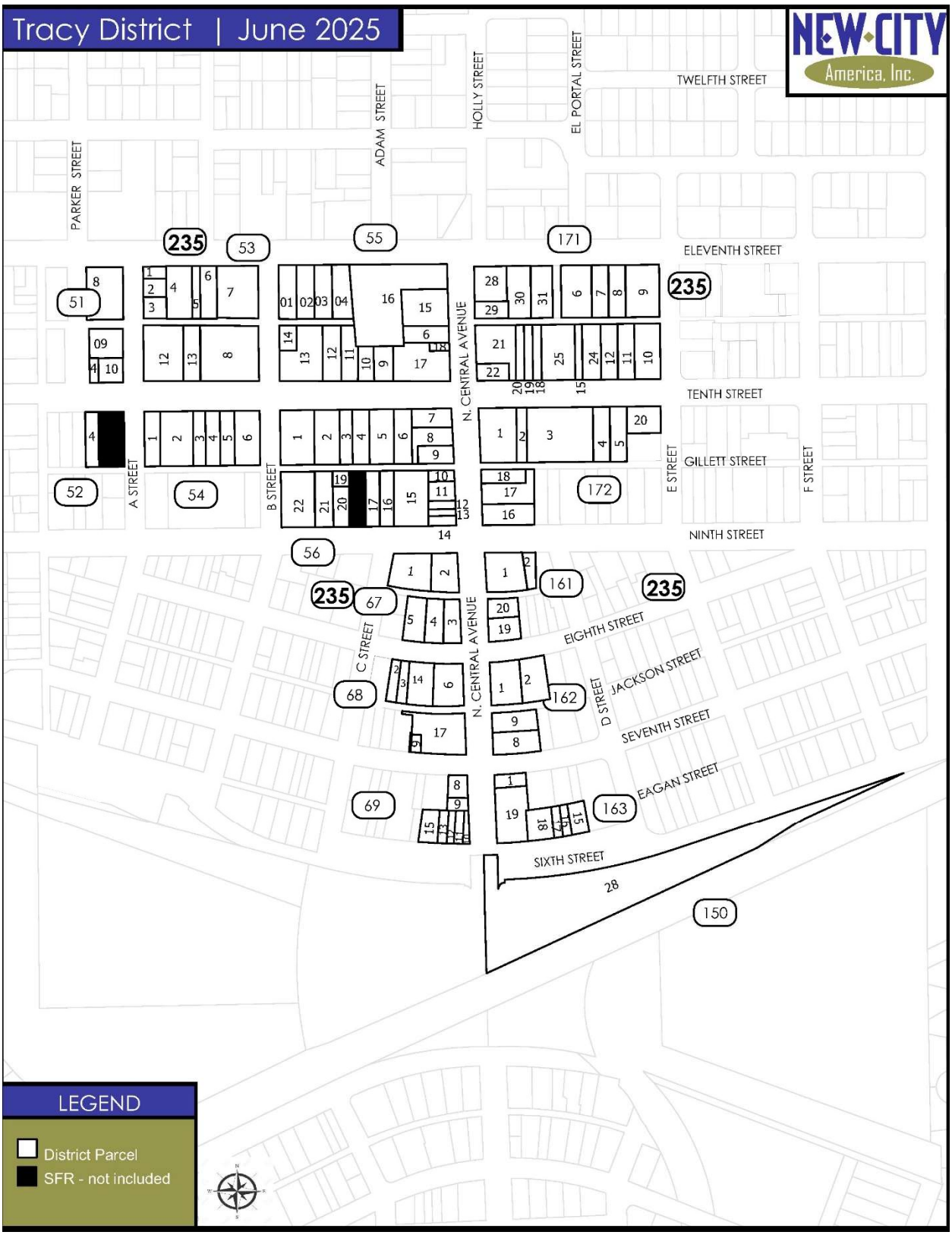

Tracy District | June 2025
NEW CITY America, Inc.
TWELFTH STREET
ELEVENTH STREET
TENTH STREET
NINTH STREET
EIGHTH STREET
SEVENTH STREET
SIXTH STREET
JACKSON STREET
EAGAN STREET
GILLETT STREET
ADAM STREET
HOLLY STREET
EL PORTAL STREET
PARKER STREET
N. CENTRAL AVENUE
A STREET
B STREET
C STREET
D STREET
E STREET
F STREET
235
53
55
171
51
52
54
56
67
68
69
161
162
163
172
150
LEGEND
District Parcel
SFR - not included

Exhibit 2

PETITION TO RENEW AND ESTABLISH THE DOWNTOWN TRACY COMMUNITY BENEFIT DISTRICT

Under Sections 36600, et seq. of Division 18, Part 7, Chapter 2 of the California Streets and Highways Code

Legal Owner: CITY OF TRACY

Owner % of Total Assessment: 13.46%

APN	Site Address	Benefit Zone	Proposed Assessment	Percent
235-056-150-000	15 W NINTH ST	1	$2,612.08	0.81%
235-056-160-000	31 W NINTH ST	2	$964.84	0.30%
235-056-170-000	41 W NINTH ST	2	$933.59	0.29%
235-056-190-000	50 W GILLETTE ALLEY	2	$275.00	0.09%
235-056-210-000	71 W TENTH ST	2	$2,964.55	0.92%
235-056-220-000	918 B ST	2	$2,966.50	0.92%
235-067-010-000	835 N CENTRAL AVE	1	$4,338.33	1.35%
235-067-020-000	885 N CENTRAL AVE	1	$3,467.13	1.08%
235-068-060-000	729 N CENTRAL AVE	1	$3,442.00	1.07%
235-068-090-000	25 W SEVENTH ST	1	$502.21	0.16%
235-068-170-000	713 N CENTRAL AVE	1	$8,281.17	2.58%
235-150-280-000	60 N CENTRAL AVE	1	$7,177.16	2.23%
235-171-060-000	32 E ELEVENTH ST	2	$1,890.44	0.59%
			$39,815.00	

_____Yes, I endorse the Downtown Tracy CBD Management District Plan for 2025.

_____
Property Owner's Name (Please Print or Type)

_____ _____
Property Owner's Signature Date

or

_____ _____
Duly Authorized Representative's Signature Title (Please Print or Type)

_____
Date

Please sign and return by Sunday, June 15, 2025

Please scan and email to mail@newcityamerica.com
and mail original to: New City America, Inc.
Downtown Tracy CBD Steering Committee
710 West Ivy Street | San Diego, California 92101 | 888-356-2726

June 17, 2025

Agenda Item 3.G

RECOMMENDATION

Staff recommends that the City Council discuss finalized Animal Service programs, Phase II of the animal shelter, and upon conclusion of such discussion, by motion, direct staff to proceed with specific solutions.

EXECUTIVE SUMMARY

On March 4, 2025, in response to public comments regarding stray dogs, staff provided a report regarding interim solution options that Animal Services could provide to proactively work towards the potential reduction of stray dogs, lower the number of dogs entering into the shelter, helping in placement of shelter dogs while waiting for adoption, increasing education and community outreach, and finalizing a re-evaluation of the Phase II Animal Shelter design

As a result of City Council's direction, staff has completed the Animal Shelter Phase II design, finalized the low cost spay and neuter program for community members, identified methods for increased education and community outreach, and has developed the programs for foster incentives and offering lower cost adoptions.

This report will discuss the implementation of the new proactive programs, the funding needed, and the Phase II design.

BACKGROUND AND LEGISLATIVE HISTORY

Staff provided a report to City Council on July 2, 2024, in response to public comments regarding stray dogs and adding kennels at the shelter. At the conclusion of the report, staff was directed to seek a re-evaluation of Phase II for the Animal Service's facility and devise some interim solutions to address stray animals and capacity at the shelter.

On March 4, 2025, staff returned to City Council and provided a report with interim solutions. Council was provided multiple options and directed staff to implement a low cost spay and neuter program, proceed with developing a more in-depth plan for a foster program and offering lower cost adoptions at the shelter, increase education and community outreach, and reevaluate fines and penalties for animal related violations

ANALYSIS

There were five directives, as well as the finalization of the re-evaluation for Phase II which, statistically, has the ability to help curb a high volume of stray dogs for impounding, long length of stay for shelter dogs while they wait for adoption, supporting the community in their pet ownership, providing education to the community, networking with the community, and increased fines for specific animal related violations that effect public safety.

City Sponsorship of 100 spay/neuters to low-income families

As directed by City Council on March 4, 2025, Tracy Animal Services worked with City Finance to secure funding for spay and neuter assistance for low income.

This program will cost $16,200 annually, the funding has been allocated to the department's operational budget, and this program is ready for implementation on July 1, 2025. The annual funding was calculated by taking the average cost for an alteration, which is $162 and multiplying by 100. The average cost was calculated by taking the current cost of a female spay is $194 and a male neuter of $130.

The importance of this program is to help curb the cost of fixing an owned dog for community members who have financial hardships. By helping these community members bridge the gap financially for this service, we are lessening potential unwanted litters, curbing aggressive behavior traits, reducing the 'want' of roaming stray, and creating a healthier dog population within the City.

Any resident who meets the low-income criteria can purchase a low cost spay/neuter voucher for $20 during normal business hours. At the time of purchase, the resident will provide proof of being a City of Tracy resident, a valid photo identification, and proof of income threshold. The low-income threshold was determined by taking Tracy's median income (AMI), which per California Department of Housing and Community Development, is approximately $117,761. A very low income is considered anywhere in the range of 30% and 50% of the AMI. The average of 40%, AMI was utilized to determine a low-income household for the purposes of this program, which is any household with income of $48,000 and below.

Once the low-cost voucher is purchased, Animal Services will facilitate the spay and neuter of the dog with an associated veterinarian.

Foster Incentive Program

Animal Services is seeking the ability to support five fosters each month for housing a shelter dog. With five fosters each month, for twelve months, the total cost would be $6,000 annually.

The importance of this program is to help shelter dogs rotate out of the shelter setting and into home environments. This allows shelter dogs to de-stress, show true behaviors, help in adoption matches, bring the community and shelter together, and helps in additional social media reach as fosters post their dogs and provide pictures and videos of pets in the home setting.

Animal Services would provide a $100 gift card, per fostered dog, to a local pet store once a foster has completed fostering a dog for 30 days.

There is no limit to how many times a person can foster. Fosters usually care for one (1) dog; however, there are occasions where a foster assists with two (2) dogs usually in the case of sibling dogs.

Staff will run a monthly report to identify when any foster qualifies for the gift card.

This program is ready to be implemented upon council's approval of funding.

Reduce Dog Adoption Fee

From the March 4th motion, the City Council was interested in offering lower cost adoptions for shelter dogs. The current adoption fee varies dependent on sex of the dog and whether the dog is altered or unaltered. This can result in an adoption being several hundred dollars. Staff will be implementing a program that reduces the adoption fee by the cost of spaying or neutering an animal.

Based on the last three years of adoption numbers, Animal Services averaged 230 dog adoptions each year. With the average number of adopted dogs being 230 dogs, times the high end of an alteration based on ensuring funds are available of $194, a reduced adoption fee program would require $44,620 annually.

This would then reduce the adoption fee to $94, which would include a registered microchip, the first general dog vaccine, a rabies vaccine, dewormer, deflea, a City of Tracy dog license (if applicable), and the required $6 the City charges per each adoption.

The importance of a reduced cost is removing barriers to pet ownership. There has been no association between how a pet is treated or valued in comparison to how much a pet costs to obtain. By reducing the adoption fee along with all the services that Animal Services already provides with each adoption, Tracy Animal Shelter has the potential to be more sought-after location for dog adoptions. This in turn reduces the length of stay of a shelter dog, reduces kennel crowding, and reduces costs associated with medical and daily care that occur due to extended periods of a dog being housed in a shelter setting.

This program is ready for implementation upon council's approval of funding.

Further Provide Education and Community Outreach

Animal Services has worked with Channel 26 to begin making short informational video's that are shared among the many City of Tracy social platforms, including Instagram, Facebook, and Linkedin. The different topics include, volunteerism, our Youth Ambassador program, the Shelter – Neuter – Return program for community cats, and our Doggy Day Out program.

In conjunction of working with other City Departments, Animal Services also has partnered with community members that are passionate about community cats. Animal Services hosted a Community Cat gallery at the Animal Shelter on May 30, 2025 which highlighted educational components regarding community cats in a fun and positive way for the public.

On May 18, 2025, Animal Services hosted an Adoption Palooza at the Animal Shelter which brought together multiple rescue groups in one place to encourage a day of adoption and connectivity. Animals from the shelter and individual rescue groups were available for adoption, and animal related care and education vendors were also onsite. For additional outreach, the event was highlighted on Good Day Sacramento on May 17, 2025.

Lastly, Animal Services has attended 30 events so far this year, with many more on the calendar. The last two events that Animal Services attended, and to which staff took a dog that was available for adoption, had an exciting outcome, as staff found an adoptive home for each dog during the events.

Animal Services will continue working with other departments within the City along with outside agencies and non-profits to continue spreading awareness, connectivity, and education in the community.

Enhancing Animal Services Municipal Code Fines

Staff has been working with the City Attorney's Office to identify which relevant Tracy Municipal Codes could be revised, at City Council's discretion, to increase fines and penalties associated with animal control and related public safety violations. After review, there is approximately 30 Municipal Codes which can be revised to increase penalties and fines from $100. Revising the Municipal Code will require Animal Services to return to Council with a formal recommendation. Animal Services is diligently working on this and will return to Council once complete.

Phase II Plans for Tracy Animal Services Facility

Animal Services has completed the reevaluation of the desired additional phases to the Animal Shelter. When originally designed for 2375 Paradise Rd, the plan was to build in three phases. The new Animal Shelter (Phase I) was opened in 2015. Due to growth of the Animal Services Unit and current community needs, the additional phases required a reevaluation. The reevaluation determined only one additional phase is needed to complete the entire property and support the needs of the community.

With the assistance of staff, Indigo Architect in conjunction with UC Davis Koret Program identified additional needs such as the ability for outdoor, but on-site, adoption counseling locations, more fenced in areas for additional dog play groups or group training ability, a cattery, additional dog kennels, an isolated area for feral/community cats, additional parking, and a surgical room. Additionally, to support business, a larger lobby and reception area allowing for more staff to help community members, additional office space and workspace to accommodate current and growing staff, and a community meeting room are recommended.

Additional kennels would address capacity issues occurring at the shelter, and with the design of the kennels, there would be a reduction in adverse stimulation caused by dogs barking. The strategic fencing, walking paths, and foliage will help lessen the stress of dogs walking past a kennel pod and reduce barking. These measures help quiet the dogs in their kennel, provide a healthy and safe walking path, and encourage calm/quiet behavior while in the kennel.

A cattery is a designated space specifically for cats. Relocating cats to their own area, away from dogs, is extremely beneficial as this helps reduce stressed induced illnesses, which then increases the cost of care. The cattery is specifically designed to separate the main cat holding area to maximize staff time by allowing for the ability to close off half of the housing unit based on the need of kennels. There is an additional laundry/prep room which would assist greatly in the amount of daily laundry handled at Animal Services.

Currently, there is a national veterinary shortage which is limiting vital services of spay and neuters and medical care and increasing the costs related to vet care. Through the new design, a vet center has been included which would provide on-site vet services for the City and would provide services to pet owners at a lower cost. By supporting medical care, this also helps support a healthier pet population and pet security to continue to bridge gaps and barriers to pet ownership.

The increase in parking space is also a great benefit, as this not only helps facilitate safe parking (there are many occasions that our parking lot is completely full), but also helps for when the shelter hosts events, allowing for more participation from other organizations. An expansion of the existing sally port and the truck drive through will assist Animal Service Officers streamline their routes to stop congestion that currently occurs.

Currently, the workspace for staff is insufficient. The front reception area is a cramped confined space that is inadequate for two administrative assistants to handle all in lobby customer interactions and telephone calls. There is only one designated office for a supervisor, the employee office space is combined with the employee breakroom area, which is also visible to the front lobby area, there is no other office space or space to create alternatives for the current staff numbers or an expansion of staff. As the shelter grows, sufficient office and workspace is necessary to accommodate staff and support their required functions.

Lastly, due to animals being a part of many people's daily life, the ability to ensure that pet owners are supported and have a place to seek guidance, education, connection, and resources is extremely important when looking at over all services for a community. To facilitate this, a community room is recommended. By having a meeting space (Community Room) Animal Services can host community meetings, indoor events, dog training seminars, and have a designated space for business meetings.

The longer-term fiscal impact in consideration of Phase II at a cost of $10,674,400.

FISCAL IMPACT

The fiscal impact for the foster incentive program and reduced adoption costs is $50,620 annually. Upon council approval, the funding will be allocated to the police department's FY2025-26 operational budget.

The longer-term fiscal impact is consideration of Phase II at a cost of $10,674,400.

PUBLIC OUTREACH/ INTEREST

The community supports the humane care and treatment of pets in need as multiple residents have spoken as many City Council meetings regarding the need for more resources from Tracy Animal Services.

Additionally, Animal Services has conducted several town hall meetings on 6/19/24, 7/17/24, and 12/4/24, engages in continuous dialogue with rescue partners and community members, and hears from community members when attending various community events.

COORDINATION

Animal Services actively engages with partners such as UC Davis Koret Shelter Medicine, local rescue non-profits, veterinary practices, and other shelters to ensure Animal Services operates and adheres to the industry's best practices and to provide the most humane care and approach.

City staff also coordinated with internal city departments including Finance and the City Attorney's Office while developing the proposed options.

CEQA DETERMINATION

The proposed action is not a "project" under the California Environmental Quality Act "CEQA." Pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this action will have an effect on the physical environment.

STRATEGIC PLAN

This agenda item relates to Council's Strategic Priorities for Public Safety.

ACTION REQUESTED OF THE CITY COUNCIL

Discuss finalized Animal Service programs, Phase II of the animal shelter, and upon conclusion of such discussion, by motion, direct staff to proceed with specific solutions.

Prepared by: Brittany Pasquale, Animal Services Manager

Reviewed by: Beth Lyons-McCarthy, Support Operations Manager
Sekou Millington, Chief of Police
Sara Castro, Finance Director
Karin Schnaider, Assistant City Manager
Matthew Summers, Interim Assistant City Attorney

Andrew Shen, Interim City Attorney

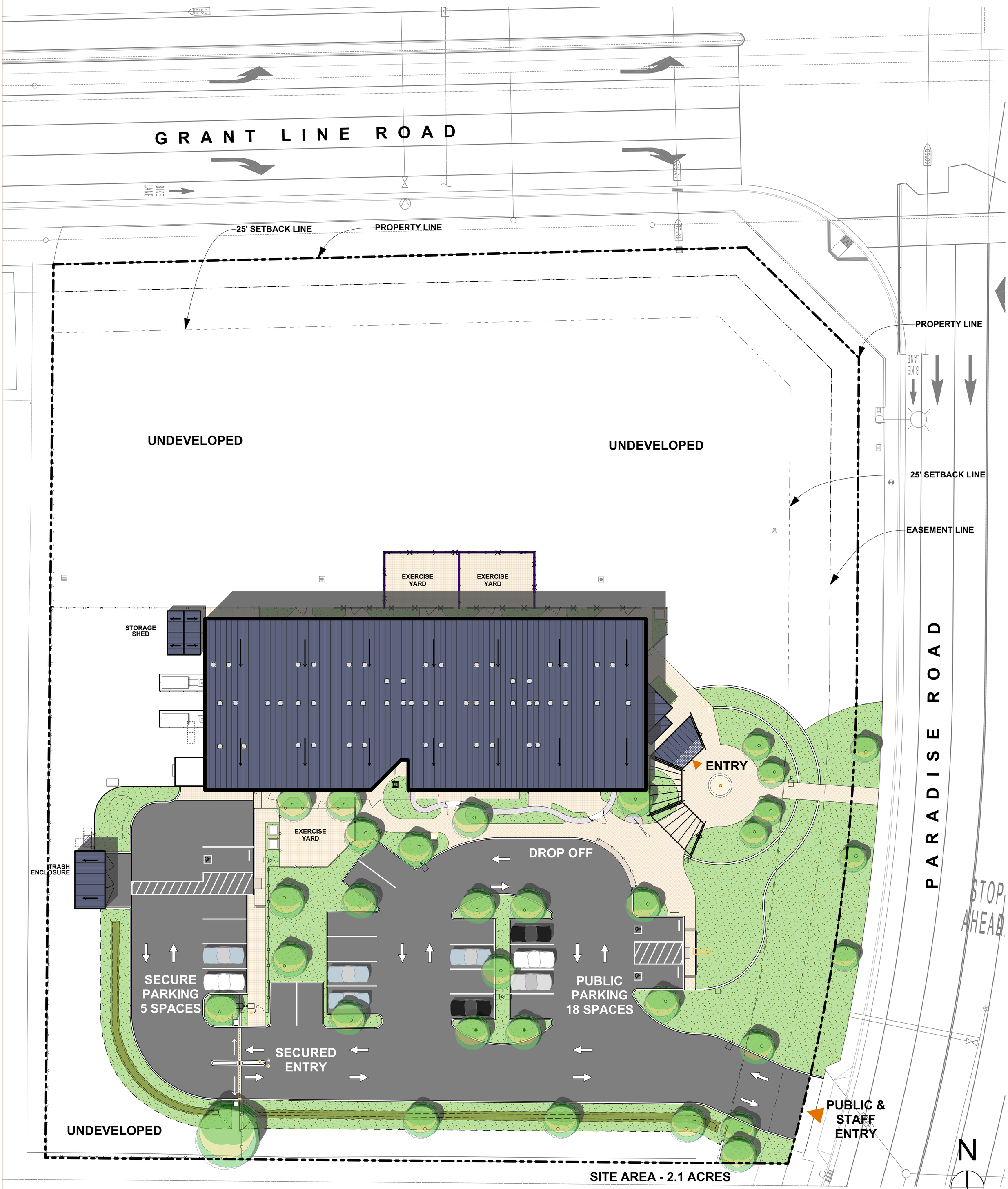
Approved by: Karin Schnaider, Assistant City Manager

Attachments: Phase II Proposal from Indigo Hammond + Playle Architects, LLP.

PROJECT DEVELOPMENT COST SUMMARY
TRACY ANIMAL SHELTER
PHASE II COST ESTIMATE
111 AMADOR STREET
3/26/2025

Note: This evaluation is preliminary only and subject to change based on review of further information as becomes available.

	Item	Quantity (units)		Unit Cost ($/unit)	Subtotal Cost ($)	Total Cost ($)	Comments
DATA		**2.1**	**AC**	**SITE**			
	Site Development	**95,237**	SF				
	Building Remodel	**1,300**	SF				
	New Building Addition	**3,230**	SF				
	New Cattery Modular Building	**1,440**	SF				
	New Community Meeting Modular Building	**1,440**	SF				
	Effective Building Construction Area	**7,410**	SF				
CONSTRUCTION COST		**7,410**				**$7,031,800**	
SITE WORK		**2.1**	**AC**	**$1,043,476**		**$2,191,300**	
	Visual Barrier Fence	144	LF	$220	$31,700		
	Utilities & Site Lighting	1	LS	$180,000	$180,000		
	Grading & Earthwork	1	LS	$200,000	$200,000		
	Vehicular Paving	14,200	SF	$38	$539,600		
	Landscape - Low	44,200	SF	$10	$442,000		
	Landscape - High	4,500	SF	$25	$112,500		
	Decorative 7' Fencing & Gates	300	LF	$160	$48,000		
	Chain Link 7' Fencing & Gates	1,100	LF	$105	$115,500		
	Motorized Exit Gate	1	EA	$30,000	$30,000		
	Exercise Yard Fence Modifications	1	LS	$30,000	$30,000		
	Pedestrian Pathway - Decomposed Granite	9,800	SF	$15	$147,000		
	Pedestrian Pathway - Walkway Concrete	5,000	SF	$25	$125,000		
	Extend "The Ring" Trellis Segments	2	EA	$35,000	$70,000		
	Site Furnishings, Signage, Other	1	LS	$50,000	$50,000		
	Prefab Storage Building	1	EA	$30,000	$30,000		
	Covered Feral Cats Enclosure	5	EA	$8,000	$40,000		
BUILDING REMODEL		**1,300**	**SF**			**$137,500**	
	Remodel Area - Administration	1,300	SF	$75	$97,500		
	Built-In FF&E	1	LS	$40,000	$40,000		
NEW BUILDING ADDITION		**3,230**	**SF**			**$2,984,000**	
	Extension Area - Lobby Ext., Kennels, ACO, Med. Treat., Sally.	3,230	SF	$800	$2,584,000		
	Built-In FF&E - Kennels, Med. Equip., Lockers, etc	1	LS	$400,000	$400,000		
NEW CATTERY MODULAR BUILDING		**1,440**	**SF**			**$959,000**	
	Cattery	1,440	SF	$600	$864,000		
	Built-In FF&E - Caging, Food Service, Laundry, etc	1	LS	$50,000	$50,000		
	Outdoor Catios	3	EA	$15,000	$45,000		
NEW COMMUNITY MEETING MODULAR BUILDING		**1,440**	**SF**			**$760,000**	
	Community Meeting	1,440	SF	$500	$720,000		
	Built-In FF&E - Kitchenette, AV Equip., etc	1	LS	$30,000	$30,000		
	Loose FF&E - Sitting w/movable dollies.	1	LS	$10,000	$10,000		
GENERAL CONTRACTOR GC MARKUP		**7,410**	**SF**	**$190**		**$1,406,400**	
	General Conditions	8.0	%	$7,031,800	$562,544		
	Overhead & Profit	10.0	%	$7,031,800	$703,180		
	Bonds	2.00	%	$7,031,800	$140,636		
TOTAL CONST. COST INCL GC MARKUP		**7,410**	**SF**	**$1,139**		**$8,438,200**	
ESCALATION AND DESIGN CONTINGENCY		**7,410**	**SF**	**$171**		**$1,265,800**	
	Escalation 1 Year	5.0	%	$8,438,200	$421,910		
	Design contingency @ 10%	10.0	%	$8,438,200	$843,820		
ESTIMATED BID DAY COST		**7,410**	**SF**	***$1,310***		***$9,704,000***	
CONSTRUCTION CONTINGENCY		**7,410**	**SF**	**$131**		**$970,400**	
	Construction contingency @ 10%	10.0	%	$9,704,000	$970,400		
TOTAL CONSTRUCTION COST AT COMPLETION		**7,410**	**SF**	***$1,441***		***$10,674,400***	



1 **PHASE I SITE PLAN EXISTING**
SCALE: 1/16" = 1'-0"

PROJECT:

Tracy Animal Shelter

indigo HAMMOND+PLAYLE ARCHITECTS, LLP art, architecture + ecology
909 FIFTH STREET, DAVIS, CA 530.750.0756 WWW.INDIGOARCH.COM
909 Fifth Street
Davis CA 95616
tel 530.750.0756
indigoarch.com

Project No.: 20353

DATE: 3/26/2025

SCALE: AS NOTED

DRAFT

AS-01



1 **PHASE I FLOOR PLAN EXISTING**
SCALE: 1/16" = 1'-0"

PROJECT:

Tracy Animal Shelter

Project No.: 20353

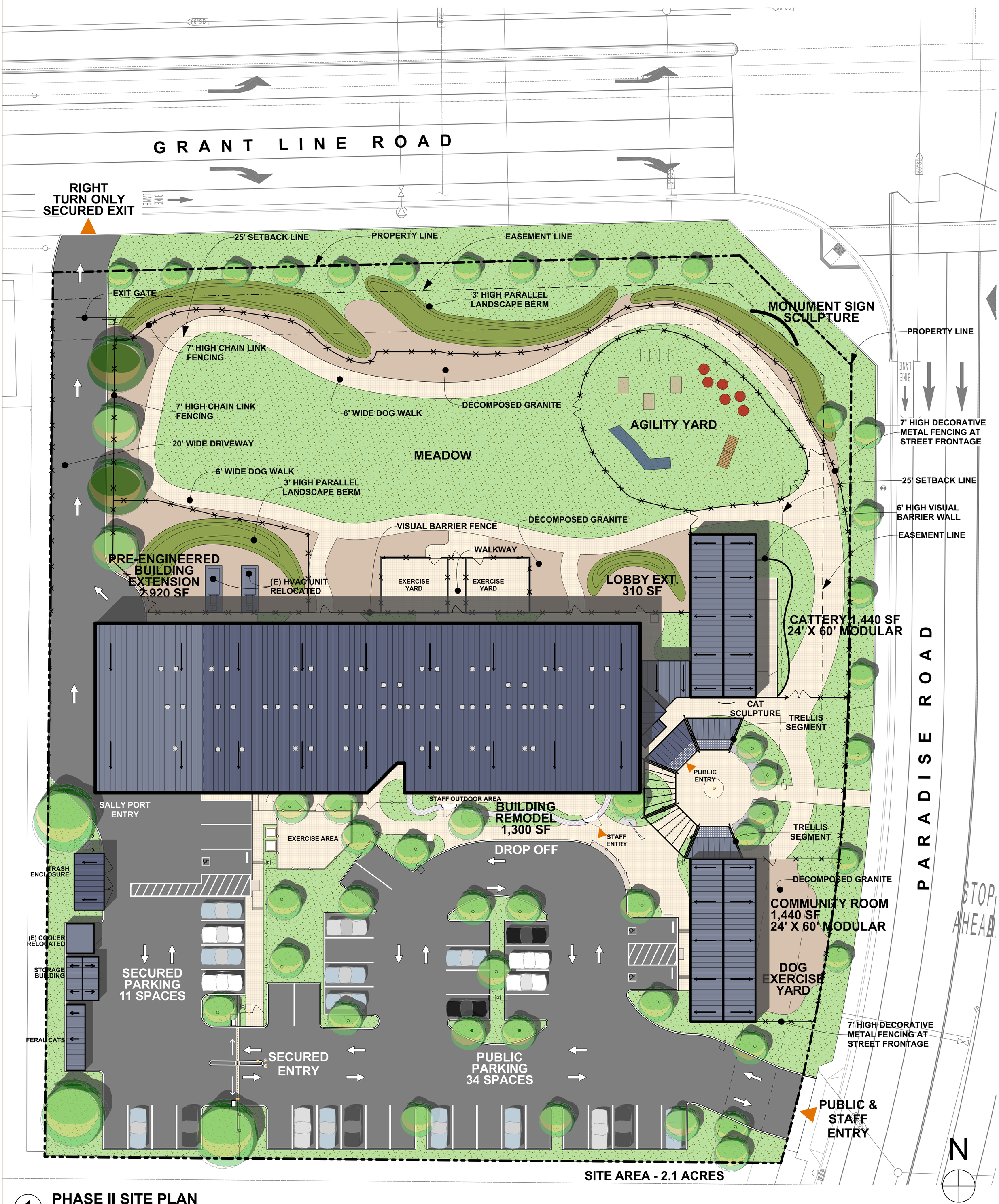
DATE: 3/26/2025

SCALE: AS NOTED

DRAFT

AS-02

indigo HAMMOND+PLAYLE ARCHITECTS, LLP art, architecture + ecology
909 FIFTH STREET, DAVIS, CA 530.750.0756 WWW.INDIGOARCH.COM
909 Fifth Street
Davis CA 95616
tel 530.750.0756
indigoarch.com



1 **PHASE II SITE PLAN**
SCALE: 1/16" = 1'-0"

0 8' 16' 32'

PROJECT:

Tracy Animal Shelter

Project No.: 20353

DATE: 3/26/2025

SCALE: AS NOTED

DRAFT

AS-03

indigo
HAMMOND+PLAYLE ARCHITECTS, LLP
art, architecture + ecology
909 FIFTH STREET, DAVIS, CA
530.750.0756 WWW.INDIGOARCH.COM

909 Fifth Street
Davis CA 95616
tel 530.750.0756
indigoarch.com



1 **PHASE II FLOOR PLAN**
SCALE: 1/16" = 1'-0"

0 8' 16' 32'

PROJECT:

Tracy Animal Shelter

Project No.: 20353

DATE: 3/26/2025

SCALE: AS NOTED

DRAFT

AS-04

indigo HAMMOND+PLAYLE ARCHITECTS, LLP arts, architecture + ecology
909 Fifth Street
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indigoarch.com



1 **FUTURE CLINIC SITE PLAN**
SCALE: 1/16" = 1'-0"

PROJECT:

Tracy Animal Shelter

Project No.: 20353

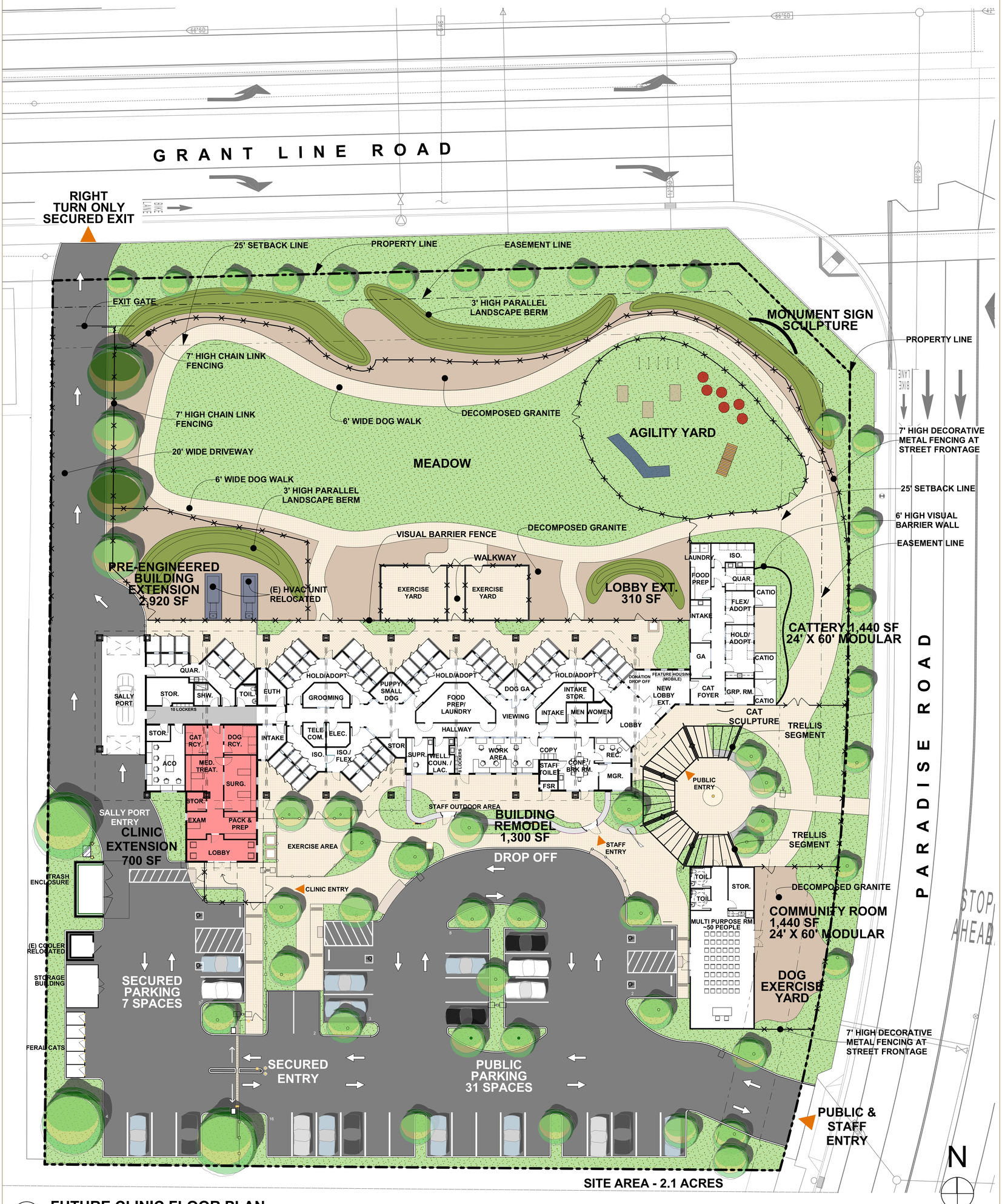
DATE: 3/26/2025

SCALE: AS NOTED

DRAFT

AS-05

indigo HAMMOND+PLAYLE ARCHITECTS, LLP arts, architecture + ecology
909 Fifth Street
Davis CA 95616
tel 530.750.0756
indigoarch.com



1 **FUTURE CLINIC FLOOR PLAN**
SCALE: 1/16" = 1'-0"

0 8' 16' 32'

PROJECT:
Tracy Animal Shelter

Project No.: 20353

DATE: 3/26/2025

SCALE: AS NOTED

DRAFT

AS-06

indigo HAMMOND+PLAYLE ARCHITECTS, LLP arts, architecture + ecology
909 Fifth Street
Davis CA 95616
tel 530.750.0756
indigoarch.com

Animal Services Staff Report

DISCUSS FINALIZED ANIMAL SERVICE PROGRAMS, PHASE II OF THE ANIMAL SHELTER, AND UPON CONCLUSION OF SUCH DISCUSSION, BY MOTION, DIRECT STAFF TO PROCEED WITH SPECIFIC SOLUTIONS.

June 17, 2025

Low Cost Spay/Neuter Program

100 City Sponsored Alterations for Low Income Residents within the City of Tracy

Funding Already Allotted: $16,200 Annually

- Low Income is considered 40% of the Average Median Income (AMI).
- Tracy's AMI is $117,761 which equates to any income of $48,000 or less.

Program Process:

- Citizen will show proof of valid photo ID, City of Tracy residency, and income threshold.
- Pay $20.00 for the low-cost voucher.
- Animal Services will schedule appointment for pet alteration.

TRACY

Think Inside the Triangle℠

Foster Incentive Program

Supporting up to five (5) fosters monthly with a $100 gift card in pet supplies, for local pet store locations.

Funding Needed: $6,000 Annually

- Each 30 days that a dog foster cares for a shelter dog, a gift card will be provided.

Program Process:

- There is no limit to how many times a person can assist with fostering
- Fosters usually foster one dog at a time, however there are occasions where fosters care for two dogs, usually in the case of sibling dogs.
- Staff to run a monthly report to identify the day totals of dogs in care for each foster.
- Staff will create a memo to be submitted for the purchase of a gift card.

TRACY

Think Inside the Triangle™

Reduced Adoption Dog Fee's

Reduce the adoption fee for adult dogs by having the City of Tracy cover the alteration costs incurred.

Funding Needed: $44,620 Annually

- Will cover 230 adult dog alteration surgeries.
- Reducing the adoption fee to $94.00

Program Process:

- Each adoption will include the alteration, microchip, booster vaccine, rabies vaccine, City of Tracy dog license (if applicable), flea preventative, worm preventative, low-cost behavior support, complementary veterinary exam, complementary grooming, free collar, and free leash.

TRACY

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Different Outreach Opportunities

Channel 26 Partnership

- Created four (4) different ‘info clips’
  - Becoming a Tracy Animal Service Volunteer
  - Our Youth Ambassador Program
  - The Shelter Neuter Return Program for Community Cats
  - Participation for our Doggy Day Out Program
  - Monthly FB LIVE featuring Animal Services Pets

Animal Organization Partnerships

- Adoption Palooza – with more than five (5) local rescue organizations plus vendors.
- Community Cat Galary – featuring the importance and support of TNR within San Joaquin County, being hosted at the Tracy Animal Shelter.
- ‘Summer Olympics’ – hosted by Lathrop Animal Services, bringing all the local shelters together to feature their dogs in obedience and agility.

Local Events

- Participated in over 30 events YTD.
- Where the last two (2) events the dogs brought to socialize and network at the events were adopted!

Increase in Violation Amount

**** This section will need to come back for Council review at a later date. ****

- Thirty (30) animal related municipal codes can have an increased second fine based on public safety parameters.

- The first violation to remain $100.00.
- The recommended second violation would be to increase to $1,000.

TRACY
Think Inside the Triangle™

PHASE II Animal Shelter Design

Additions Outlined in the Phase II Design

Additional Dog Kennels

- An extension at the back of the shelter, adding six (6) larger sized dog kennels.
- Changes fencing and play yards, to reduce stimulus, thus reducing stress.

Cattery

- Reduction of infectious diseases caused by sound & smell.
- Dual main housing area which allows for less staff maintenance when low on housing needs.
- Additional laundry and prep room.

On-Site Veterinary Clinic Building

- Allows for partnership with veterinarians to provide low-cost services to community.
- Currently VIP comes every Sunday and works in out hallways, this would allow for more veterinary partnership and the addition of days.

TRACY
Think Inside the Triangle™

PHASE II Animal Shelter Design Cont.

Additions Outlined in the Phase II Design

Increased Parking Space

- Currently the parking lot is maximized on many occasions, causing visitors to park down the street.

Work Space

- Actual office space for all staff to work.
- Allows for volunteers to also have space.

Community Room

- Host conferences, Town Halls, Summer Camps, Behavior Seminars, etc.
- Allows for In Door Events at the Animal Shelter, thus providing a year round ability.
- Can house up to 50 people.
- Has a fenced area to the side, allowing for additional play groups and play group trainings, as well as hands on behavior training.

TRACY
Think Inside the Triangle™

TRACY ANIMAL SHELTER PHASE II



TRACY
Think Inside the Triangle™

AFFORDABLE MODULAR CONSTRUCTION



PHASE I - PRE-ENGINEERED METAL BUILDING - 2016

PROJECT COST - $4 MILLION

TRACY

Think Inside the Triangle℠

AFFORDABLE MODULAR CONSTRUCTION



INNOVATIVE

SHOTCRETE

KENNELS

TRACY

Think Inside the Triangle™

AFFORDABLE MODULAR CONSTRUCTION



SHOTCRETE KENNELS

- EXPOXY COATED
- FREE OF JOINTS
- HYGIENIC
- REDUCED COST

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PHASE I – INITIAL SHELTER



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SHELTER VISIT & CHARRETTE

FEB. 05, 2025



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SHELTER VISIT & CHARRETTE

FEB. 05, 2025



- Larger lobby desk for front office staff
- Staff area
- Storage space
- More dog kennels
- New Cattery
- New Community Room
- Additional laundry space
- Visual barrier between kennels & exercise yards

TRACY

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HOUSING CAPACITY



DOG HOUSING

INITIAL SHELTER	36 KENNELS*
ADDED IN PHASE II	06 KENNELS
TOTAL HOUSING	**42 KENNELS***

*INCLUDES 4 SMALL DOG DOUBLE COMPARTMENT CAGES

TRACY

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HOUSING CAPACITY



CAT HOUSING

INITIAL SHELTER	24*
ADDED IN PHASE II	0
TOTAL HOUSING	**24***

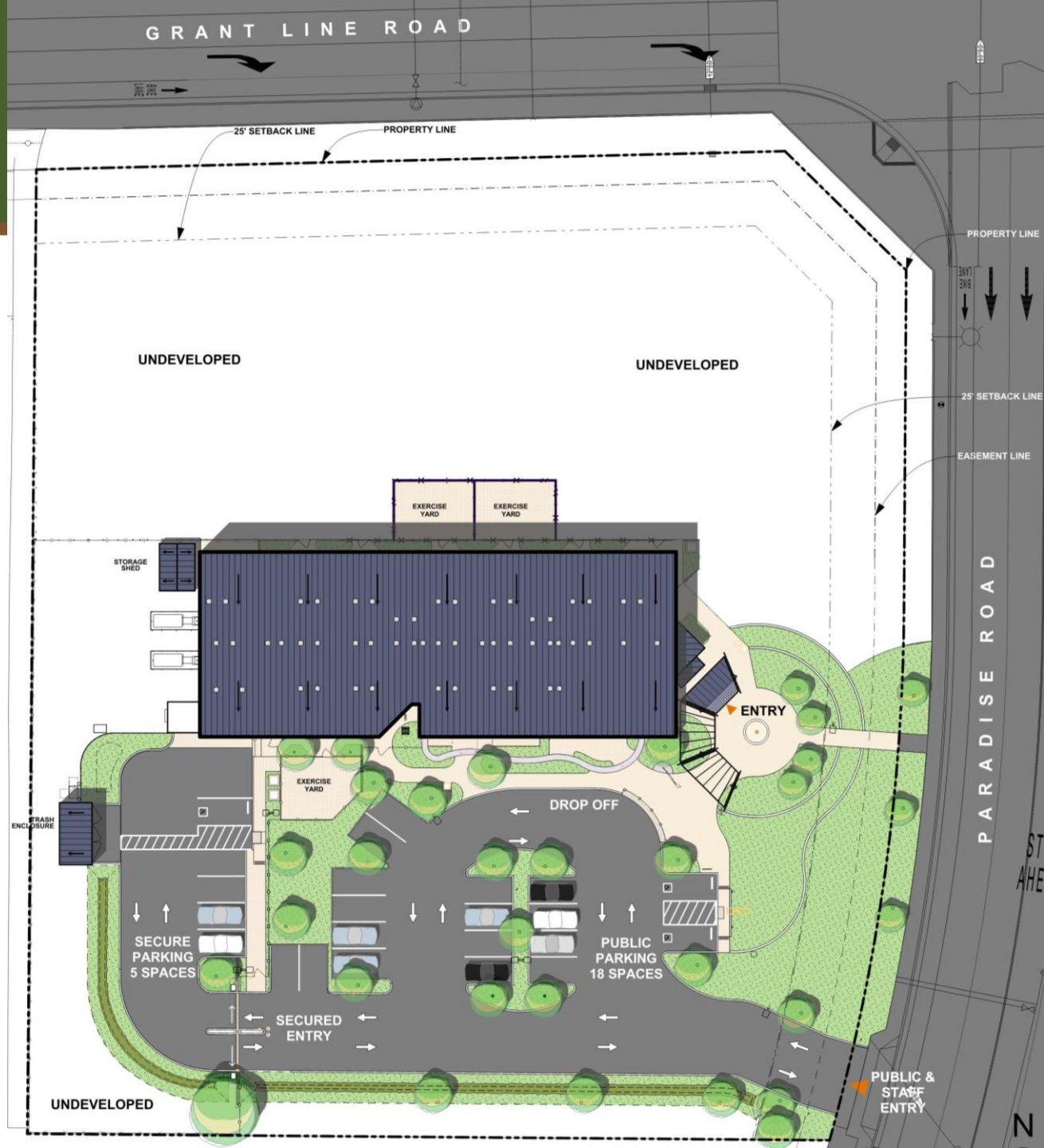
*INCLUDES 8 ISO/QUARRANTINE DOUBLE COMPARTMENT CAGES

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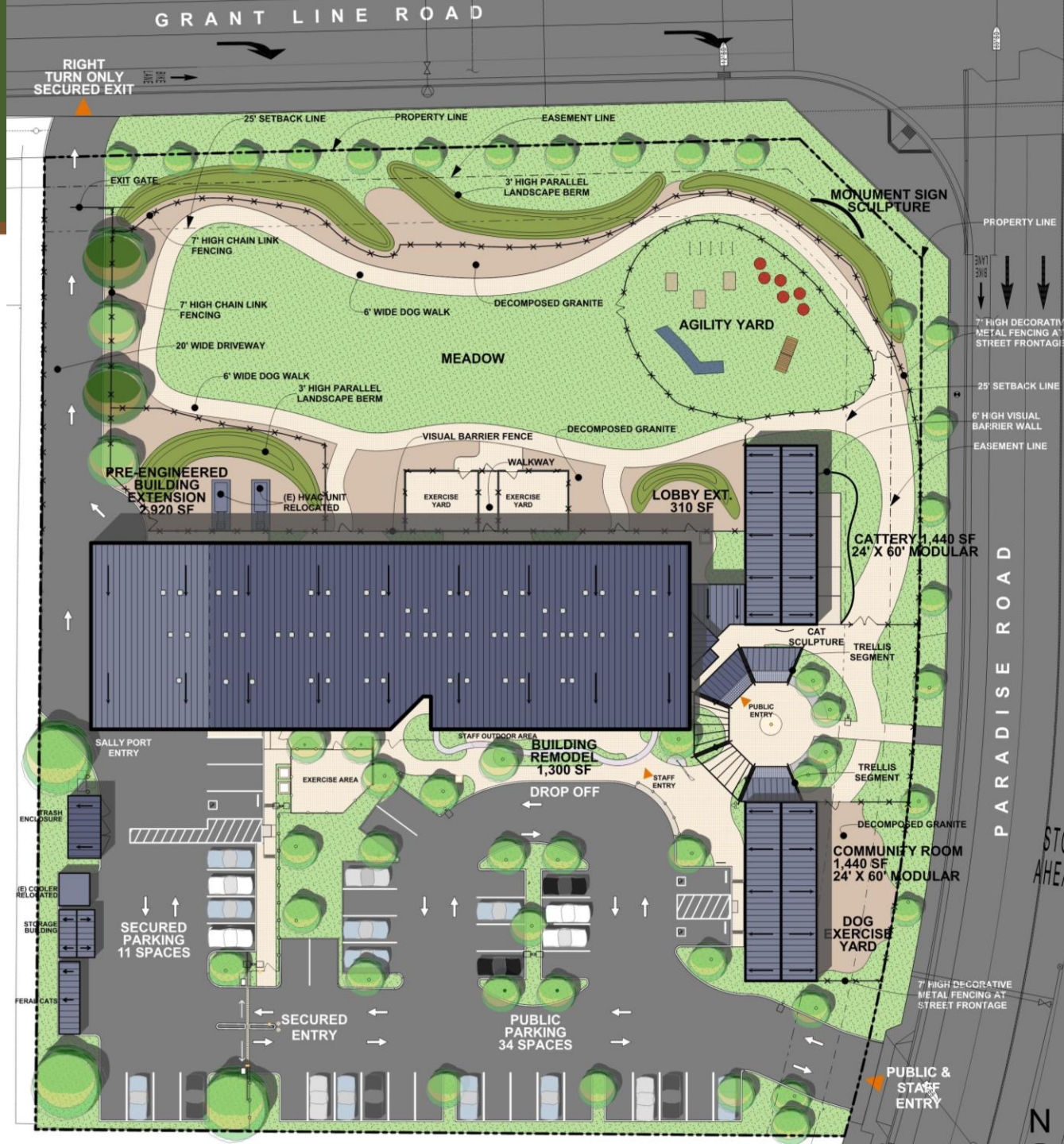
PHASE I – INITIAL SHELTER

- Site Area – 2.1 acres
- Building Area – 6,000 sf
- Initial Phase I was limited by budget
- Undeveloped space was left for future development



PHASE II – BUILD-OUT PLAN

- Site Area – 2.1 acres
- Building Extension – 3,230 sf
- New Cattery – 1,440 sf
- New Community Room – 1,440 sf



PHASE II – SITE

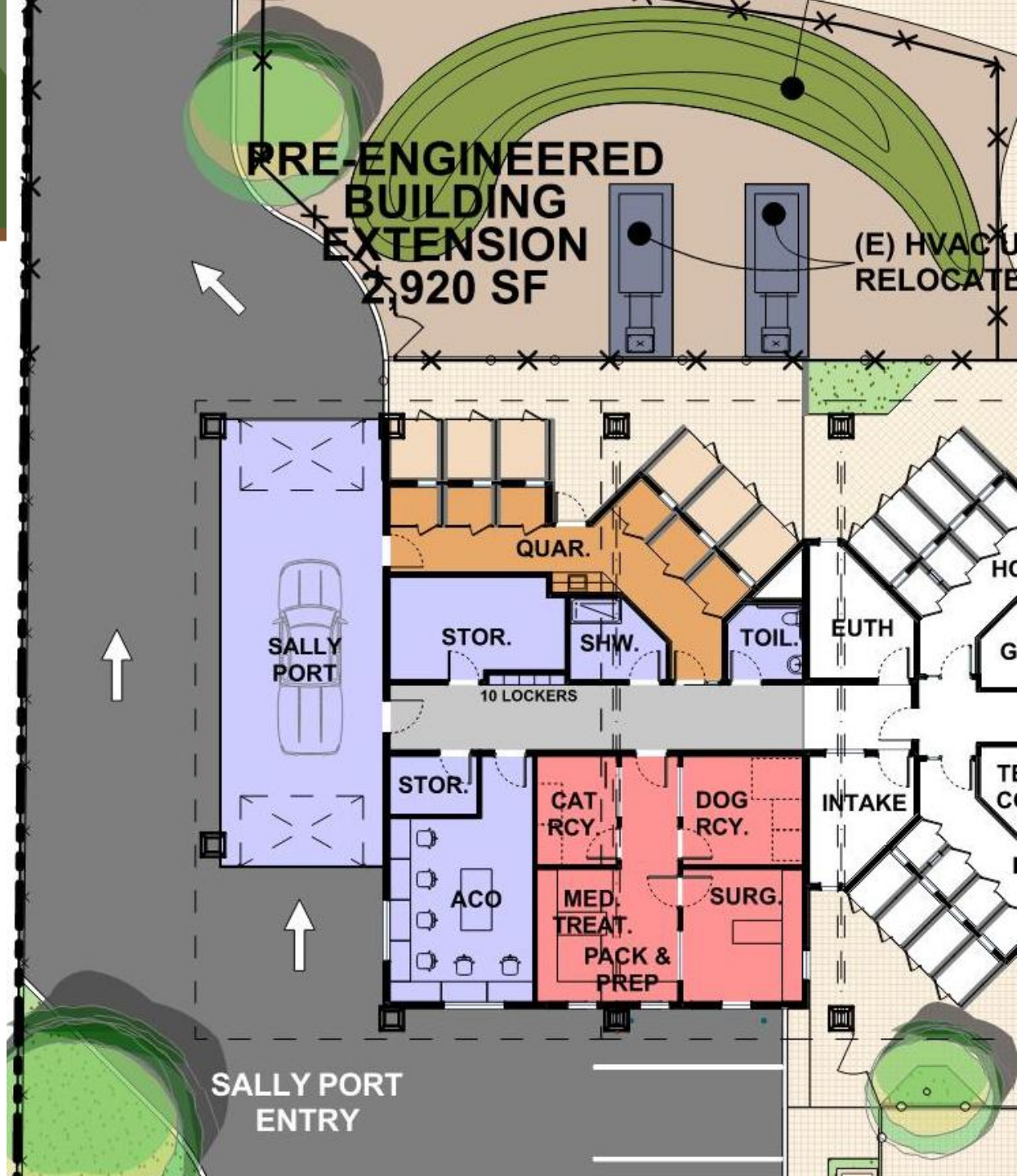
- Monument sign sculpture
- Agility yard
- Meadow with dog walking trail
- Dog exercise yards
- Landscape berm for visual barrier
- Addition to trellis at front entry
- Additional parking on south side
- Secured exit to Grant Line road
- Storage shed
- Feral cats



Admin
Kennels
Vet
Cattery
Community Room

PHASE II – BUILDING EXTENSION

- Extension of Pre-Engineered Metal building
- Secured Sallyport entry
- Additional 6 large size kennels
- ACO office space
- Storage space
- Locker rooms & shower
- Vet support

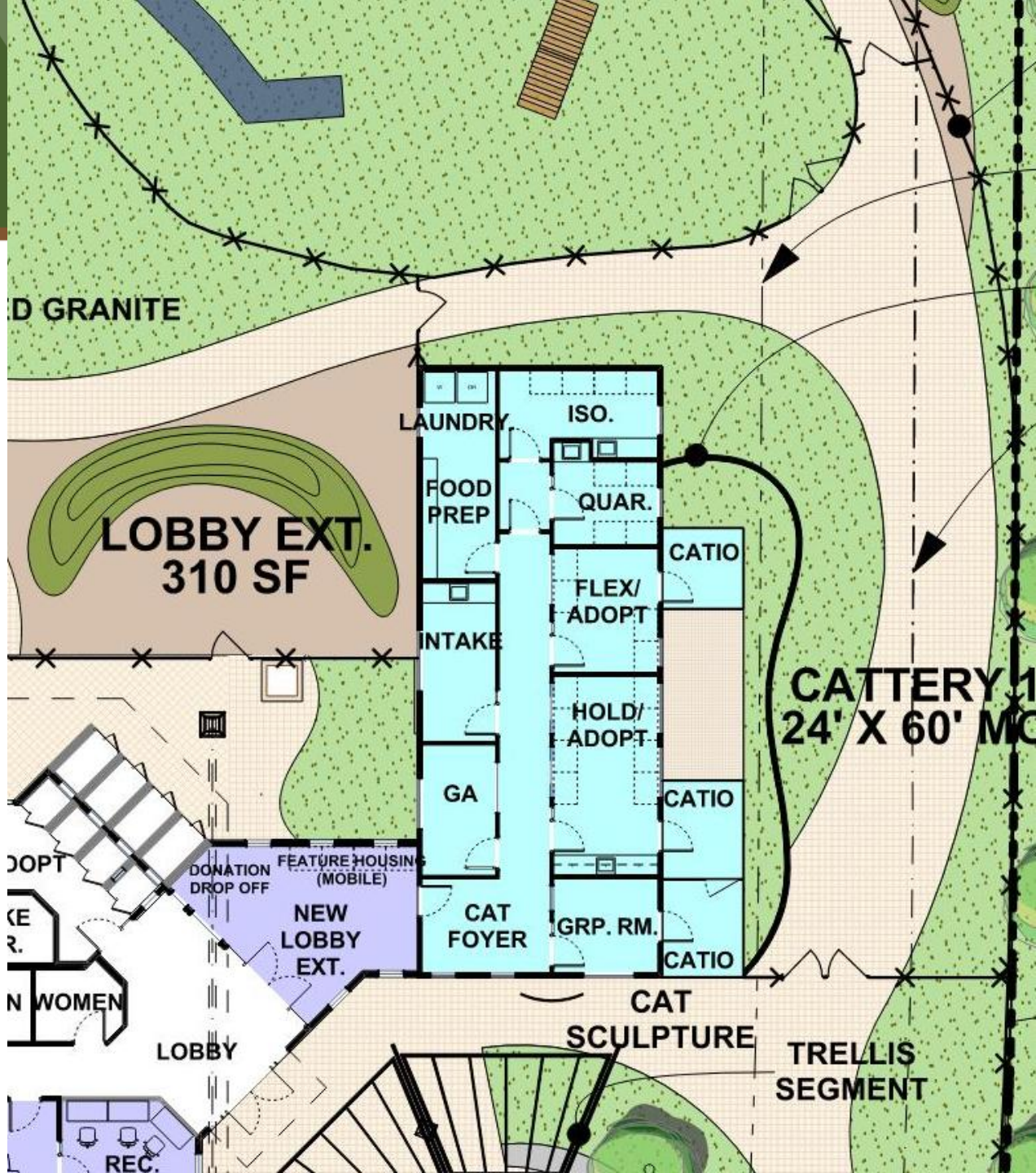


Admin
Kennels
Vet
Cattery
Community Room

N

PHASE II – NEW CATTERY

- New Cattery Modular Building
- Separate entry
- Repurpose cattery for admin space
- Intake
- Cat housing
- Laundry / Food Prep
- Catio

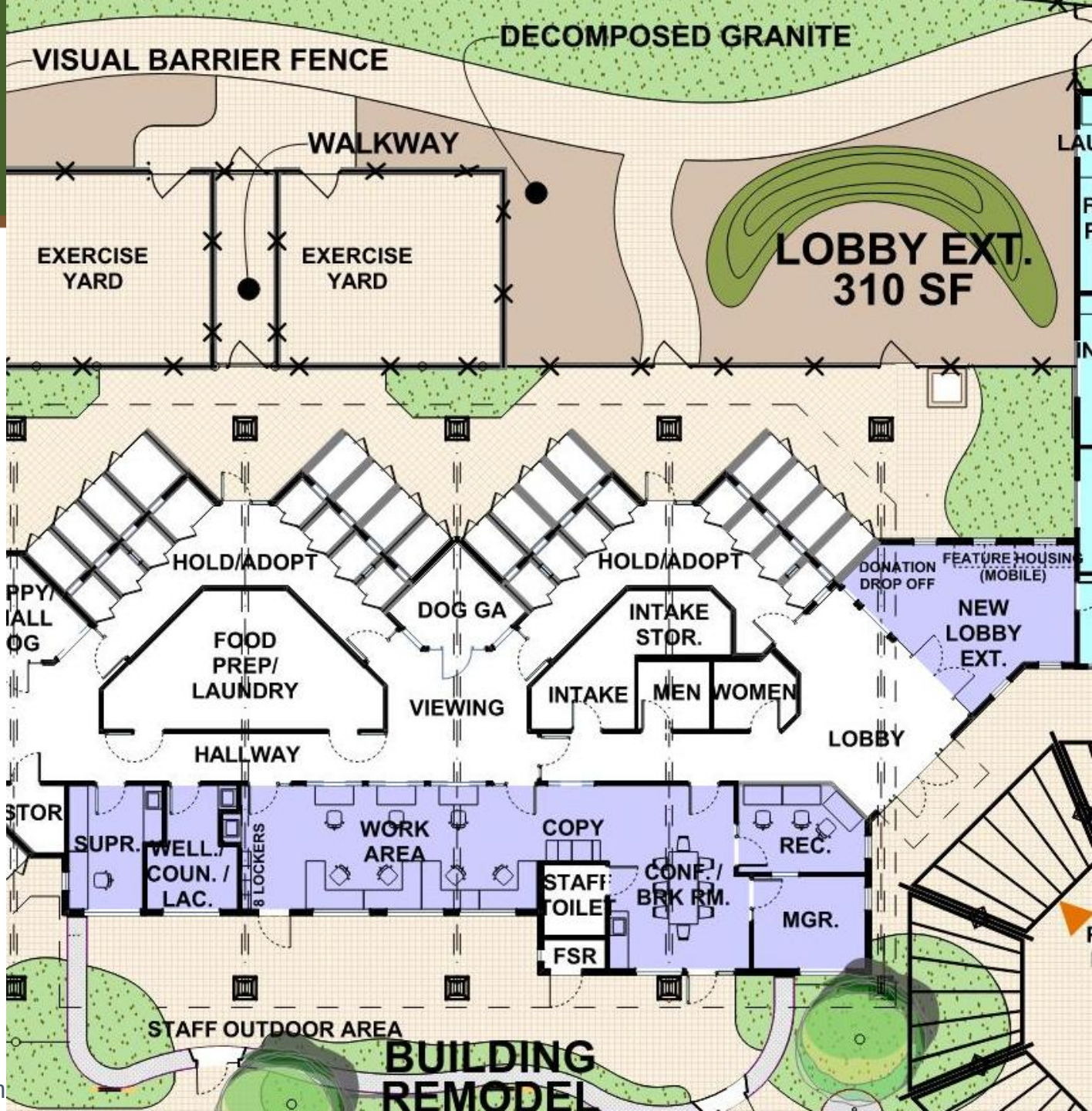


Admin
Kennels
Vet
Cattery
Community Room

N

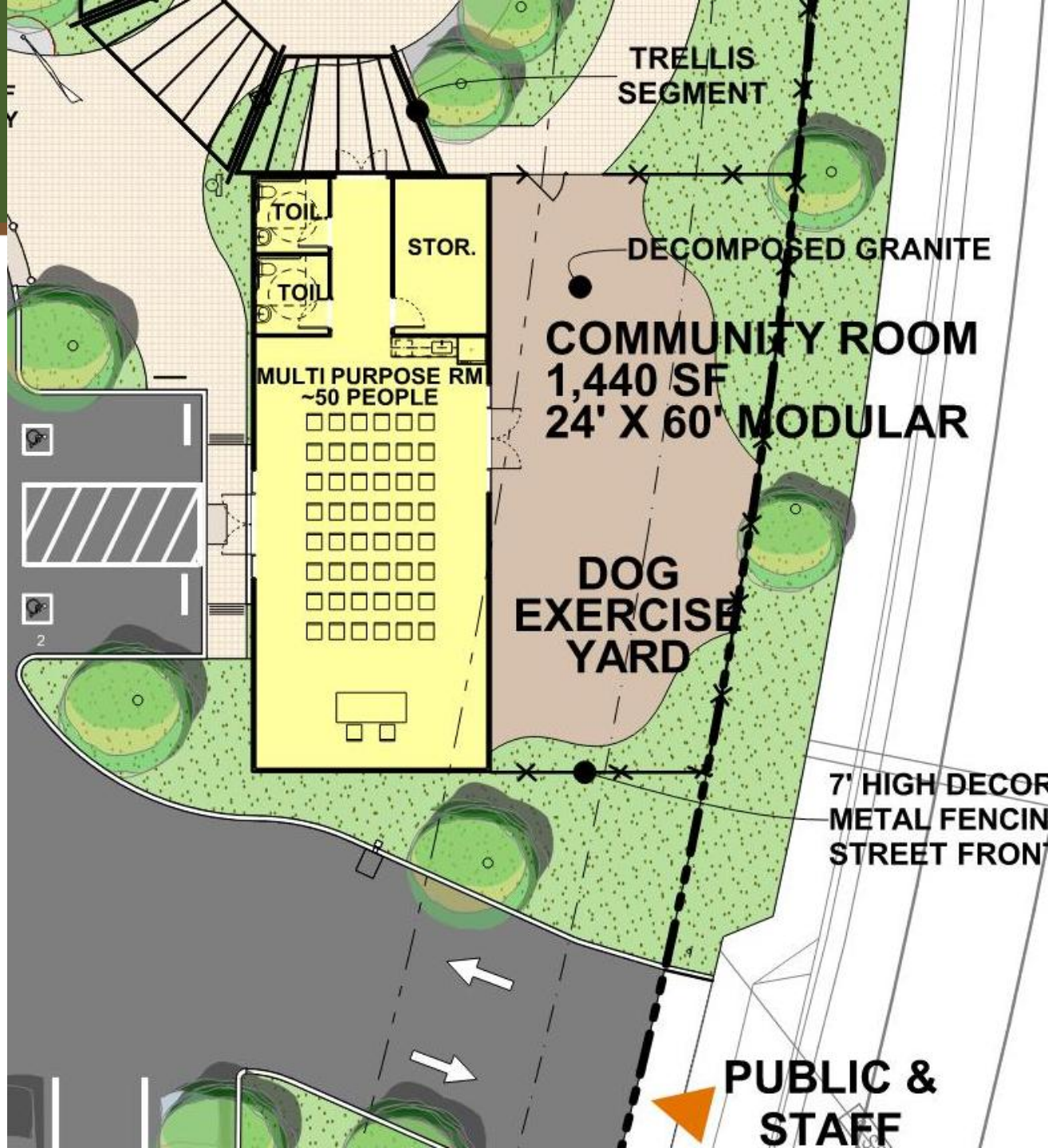
PHASE II – BUILDING REMODEL

- Repurpose cattery to admin space
- New lobby extension
- Staff & Volunteer office space
- Wellness/Counseling/ Lactation room
- Conference /Break Room



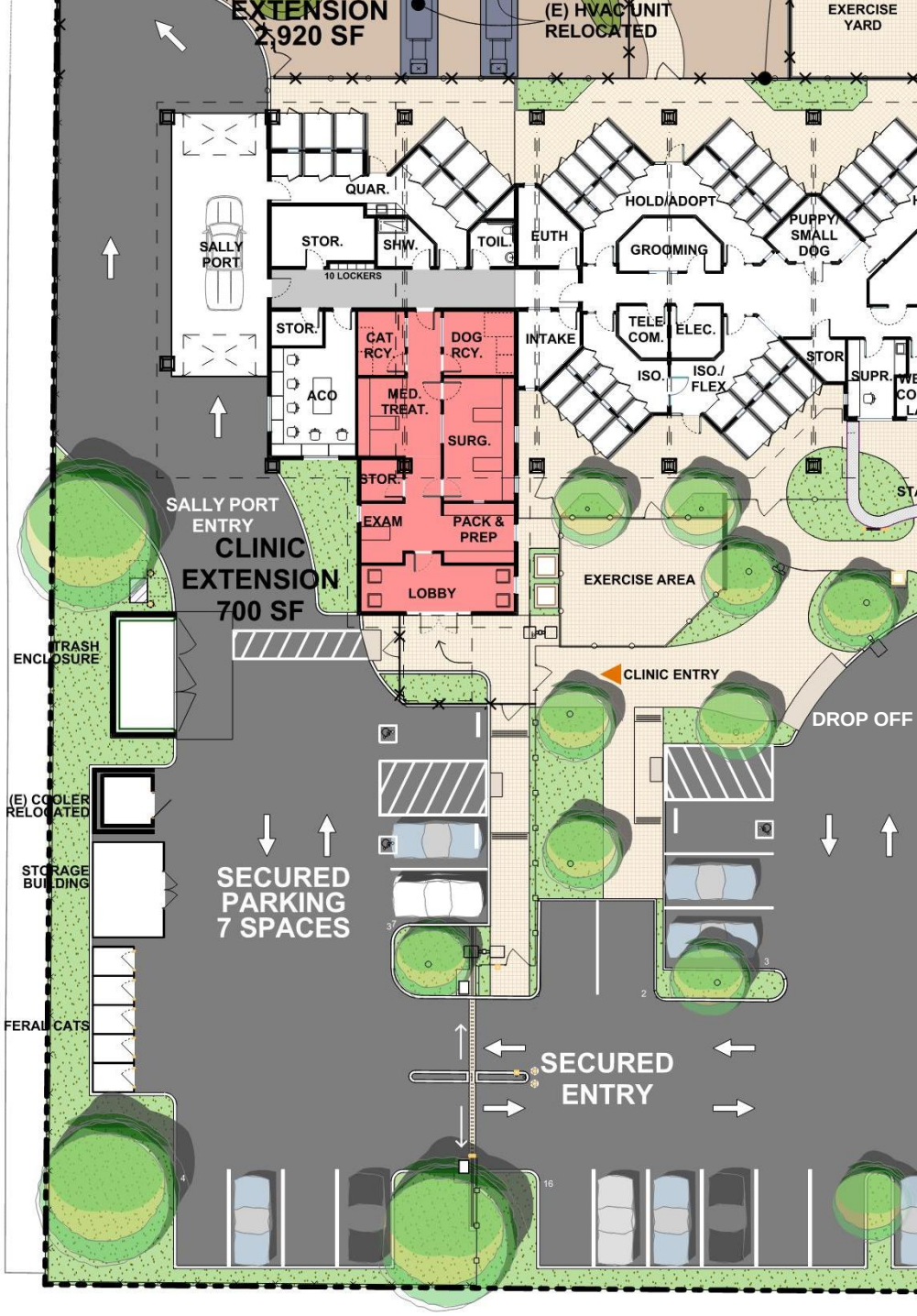
PHASE II – NEW COMMUNITY ROOM

- New Community Room Modular Building
- 50-person capacity community room
- Outdoor exercise yard



FUTURE COMMUNITY CLINIC

- Separate clinic entry
- Exam room, medical treatment, and surgery
- Providing routine care, urgent treatment, spay/neuter services



Admin
Kennels
Vet
Cattery
Community Room

N

COST-EFFECTIVE CONSTRUCTION METHODS
PRE-ENGINEERED BUILDING



PRE-ENGINEERED

METAL BUILDING,

EASY TO ADD ON BAYS

AS-NEEDED

TRACY

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COST-EFFECTIVE CONSTRUCTION METHODS
MODULAR FACTORY









IN-PLANT MODULAR CONSTRUCTION SAVES COST

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ESTIMATED COST & TIMELINE

$10 - $15 million
construction cost

2 - 3 years required for
design and construction

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Action Request From Council

Discuss finalized Animal Services Programs, Phase II of the Animal Shelter, and upon conclusion of such discussion, by motion, direct staff to proceed with specific solutions.

Foster Incentive Program - $6,000 (annually)

Reduced Adult Dog Adoption Fee - $44,620 (annually)

Phase II of the Animal Shelter - $10,674,400 (one time)

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Any Questions?

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June 17, 2025

Agenda Item 3.H

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution: 1) approving the Compensation & Benefit Plan for Department Heads, and 2) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the plan.

EXECUTIVE SUMMARY

The existing Compensation and Benefit Plans between the City of Tracy and Department Heads expires on June 30, 2025.

The term of the attached Compensation and Benefit Plan is for 48 months (four years), effective on July 1, 2025, and expires on June 30, 2029.

BACKGROUND AND LEGISLATIVE HISTORY

Government Code section 3500-3511 known as the Meyers-Milias Brown Act (MMBA) was designed to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding the wages, hours, and other terms and conditions of employment between public employers and public employee organizations. Under the Meyer-Milias Brown Act, the city has a duty to meet and confer in good faith with the bargaining representatives of the recognized employee organization regarding matters within the scope of representation and reach agreement within the authority of the representatives. The terms and conditions of the agreement are compiled in a Memorandum of Understanding ("MOU"), ratified by each respective bargaining unit, and approved by the City Council. The City initiated the meet and confer process with the bargaining representatives of each of the recognized represented employee organizations to discuss the terms and conditions of employment of the successor MOU. The City has agreed to provide the same monetary increases as offered to the represented units to unrepresented employee groups. The Department Heads are unrepresented.

ANALYSIS

To ensure the City remains competitive in today's dynamic labor market and continues to attract and retain highly qualified employees, the following multi-year salary adjustments and a one-time lump sum payment are proposed. These actions are grounded in the City's commitment to maintaining a high-performing workforce capable of delivering essential services to the community.

In preparation for labor negotiations, the City conducted a total compensation study comparing salaries and benefits with comparable agencies. While overall compensation was found to be competitive, the Chief of Police classification was below the market median. An equity adjustment is recommended to bring this position to market, consistent with the City's compensation philosophy and commitment to fair, market-aligned, and internally equitable pay practices.

Department Heads

There are three key changes in the successor Compensation and Benefit Plan for Department Heads (Attachment A). The key changes are as follows:

1. Equity Adjustment for Police Chief:

    - June 29, 2025: 6.8% equity adjustment

    .

2. Cost Of Living Adjustments for All Classifications:

    - Effective June 29, 2025: 5% salary adjustment
    - Effective June 28, 2026: 4% salary adjustment
    - Effective June 27, 2027: 4% salary adjustment
    - Effective June 25, 2028: 4% salary adjustment

3. One-Time Lump Sum Payment for All Classifications:

    - Effective June 29, 2025, a one-time (non-persable) lump sum payment of 5% for members in the Department Head Unit.

Other changes to the Compensation and Benefit Plan consist of adding provisions or amendments to update statutory language, further clarify current practices, and administrative cleanup.

The City's Master Salary Schedule contains the salaries for employee classifications in Department Heads and serves as the publicly available pay schedule used to determine pay rates for purposes of the California Public Employees Retirement Law. The Master Salary Schedule (Attachment B) must be amended to reflect the terms of the proposed successor Compensation and Benefit Plan.

FISCAL IMPACT

The adopted FY2025-26 operating budget contains a 2.7% increase for personnel costs based upon the March 2025 Consumer Price Index. An additional budget amendment to account for the additional 2.3% resulting from the cost-of-living increase will be brought to Council with the FY2025-26 quarter one budget adjustment.

The total anticipated cost to the City contained in the changes to the sections of the Compensation and Benefit Plan listed above for the term of the Plan is shown in the table below:

Department Heads		
	GENERAL FUND	CITYWIDE
YEAR ONE	$304,880	$372,444
YEAR TWO	$158,550	$193,675
YEAR THREE	$307,530	$315,630
YEAR FOUR	$456,510	$437,585

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance engagement and transparency for the betterment of the Tracy community.

Goal 5: Recruit, develop, and retain a high performing and inclusive workforce.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution: 1) approving the Compensation & Benefit Plan for Department Heads, and 2) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the Compensation and Benefit Plan.

Prepared by: Midori Lichtwardt, City Manager

Reviewed by: Kimberly Murdaugh, Director of Human Resources
Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager

Approved by: Arturo Sanchez, Assistant City Manager

Attachments:

A. Department Heads Compensation & Benefit Plan DRAFT
B. Master Salary Schedule Effective 06/29/2025

Attachment A

COMPENSATION AND BENEFITS PLAN

BETWEEN

THE CITY OF TRACY

AND

THE DEPARTMENT HEADS

July 1, 2025 through June 30, 2029

Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.cityoftracy.org

Department Heads
July 1, 2025 through June 30, 2029
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CITY OF TRACY
DEPARTMENT HEADS
COMPENSATION AND BENEFITS PLAN
July 1, 2025 – June 30, 2029

Section 1. Purpose and Intent

The City Council has established a Department Heads Compensation and Benefits Plan. Department Heads are exempt from the Fair Labor Standards Act (FLSA), are at will employees, and serve at the pleasure of the City Manager. They are covered by the authority of the Personnel Rules and Regulations, however, they are not subject to the grievance or appeals procedure. The City Manager is empowered to grant compensation adjustments as specified in the Department Heads Compensation and Benefits Plan.

The City of Tracy is desirous of providing greater service to its citizens, and of recruiting and maintaining qualified Department Head staff. The following plan provides the basis for recognition, benefits, and compensation, effective July 1, 2025 through June 30, 2029.

Section 2. Department Heads Unit Membership

Positions covered by this plan exclusively are as follows:

- Assistant City Manager
- Chief Innovation Officer
- Director of Community & Economic Development
- Director of Finance
- Director of Human Resources
- Director of Public Works
- Director of Parks, Recreation & Community Services
- Police Chief

Section 3. Compensation

A. Salary Plan

There shall be a minimum and maximum salary for all classifications.

All rates of pay set forth in this Section represent the standard rate of pay for full-time employment for each classification. Employees occupying a position in a classification covered by this Plan shall be paid at a base salary within the range established for that position's classification.

The salary ranges for all classifications covered in the plan shall be increased as outlined in this Section.

1. Cost of Living Adjustments

Effective June 29, 2025, all classifications will receive a five percent (5%) salary increase All employees in this unit employed on or before the date of Council approval shall receive a

one-time (non-persable) lump sum payment in the amount of $16,929.55. Employees may elect to receive the lump sum payment as a direct payment, a contribution to their deferred compensation account, or a combination of both, subject to applicable laws and plan limits.

Effective June 28, 2026, all classifications will receive a four percent (4%) salary increase.

Effective June 27, 2027, all classifications will receive a four percent (4%) salary increase.

Effective June 25, 2028, all classifications will receive a four percent (4%) salary increase.

2. Market/Equity Adjustments

Effective June 29, 2025, the classifications of Police Chief will receive a six point eight percent (6.8%) equity increase.

B. Components of Salary

The City Manager is authorized to set the salary of Department Heads at any point within the salary range.

1. Base Salary

This is the amount set at any point within the range at initial appointment and will be subject to adjustment until the Department Head reaches the top of the range. Base salary may be adjusted on an annual basis by the City Manager, based on meritorious performance, but not to exceed the established range.

C. Deferred Compensation

A contribution to the Department Head's Deferred Compensation Plan will be made in the amount of five percent (5%) of the Department Head's annual salary. City paid deferred compensation to a Department Head shall be paid to a 401a Plan.

Section 4. Leave

A. Vacation Accrual

Employees accrue vacation based upon continuous months of service per pay period as follows:

Months of Continuous Employment	Accrued Hours
0 to 59	4.61
60 to 119	6.15
120 to 179	7.69
180 to 239	8.46
240 +	9.23

B. Management Leave

In recognition of the need to devote more than forty (40) hours per week to their duties, employees receive one-hundred forty (140) hours of management leave annually in the first pay period in January. Management leave is accrued in a management leave accrual bank. Employees may cash out management leave at any time during the year; any remaining management leave is paid to the employee annually on the last regular paycheck in the month of December or upon separation.

C. Floating Holidays

Employees accrue sixteen (16) hours of vacation in lieu of floating holidays annually on the first pay period in January.

D. Proclaimed Holidays

The City observes holidays proclaimed by the Governor of the State of California or the President of the United States that are approved by the City Council.

E. Maximum Accumulation of Leave

The maximum accrual for Department Heads of vacation and management leave combined shall be 750 hours.

F. Leave Sell-Back

On November 1 of each year, an employee may make an irrevocable election to cash out vacation that will accrue in the next calendar year prior to December. The employee can elect to receive up to 50% of the cash-out on the second pay period in July, and the remainder on the first pay period in December.

G. Sick Leave Accrual

Employees accrue three point six-nine (3.69) hours of sick leave per pay period with no limit.

H. Sick Leave Usage

Sick leave is to be used in accordance with the Sick Leave Policy. Employees may utilize up to one-half (1/2) of their annual accrual of sick leave for the care of their immediate family as defined in the Sick Leave Policy.

I. Retiree Health Program

1. Conversion of Sick Leave Balance Upon Retirement for employees hired on or before December 31, 2014, with continuous city service

Employees hired on or before December 31, 2014, with continuous city service, who retire from the City of Tracy, shall convert the balance of the accrued sick leave at the time of

retirement to a retiree health savings account through MissionSquare Retirement. The value of the retiree health savings account shall be determined by multiplying the number of accrued sick leave hours by the Department Head's hourly rate of pay at the time of retirement.

2. Initial Conversion for employees hired on or after January 1, 2015

Upon promotion to the Department Head unit, if employee has not converted sick leave accrual to a City of Tracy retiree health savings account from the previous bargaining unit, the employee shall at time of promotion, convert the balance of sick leave accrual in excess of two-hundred forty (240) hours to a retiree health savings account through MissionSquare Retirement. The value of the City's contribution shall be seventy-five percent (75%) of the number of accrued sick leave hours in excess of two-hundred forty (240) hours at time of promotion multiplied by the Department Head's hourly rate of pay at time of promotion.

3. Regular City Contribution for employees hired on or after January 1, 2015

Employees hired on or after January 1, 2015, with a balance of less than two-hundred forty (240) accrued sick leave hours on December 31st of each calendar year are not eligible for a city contribution to the retiree health savings account for that calendar year. The balance of the accrued sick leave will remain in the employee's accrued sick bank.

For employees hired on or after January 1, 2015, the city will contribute the value of the annual sick leave accrued in the calendar year remaining on December 31st of that calendar year, up to a maximum of forty-eight (48) hours to the employee's retiree health savings account through MissionSquare Retirement. The value of the City's contribution shall be 50% of the remaining annual sick leave accrual hours, up to a maximum of 48 hours, multiplied by the Department Head's current hourly rate of pay. Sick leave accrual hours remaining on December 31st of each year, beyond the forty-eight (48) hours converted on the retiree health savings account, will remain in the employee's sick leave accrual bank.

a. Regular Employee Contributions

Employees hired on or after January 1, 2015, in the Department Head unit shall contribute to their MissionSquare retiree health savings account through a deduction of 1.00% of employee's earning per pay period, prior to applying taxes.

4. Conversion of Sick Leave Balance Upon Death/Termination

Upon death, an active employee's estate shall receive straight-time pay for all accrued sick leave in excess of 960 hours.

If a Department Head voluntarily resigns or is terminated for any reason, all accumulated sick leave shall be canceled. Such accumulated sick leave, however, shall be credited to such employee if they return to City employment within two years of such resignation or termination.

J. Bereavement Leave

In the event of a death in the immediate family of an employee, an employee may use five (5) days up to forty (40) hours of paid bereavement leave in accordance with the Bereavement Leave Policy. In the event of a death of a relative, not a member of the immediate family, absence from duty shall be allowed for one (1) paid day, not to exceed eight (8) hours. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined in the Bereavement Leave Policy

Section 5. Benefits

A. Determined by City Manager

Department Heads shall receive benefits based on the maximum granted to represented and unrepresented employees, or other reasonable basis, as determined by the City Manager.

B. CalPERS Retirement Formula *(Amended by Resolution 2010-152)*

1. Miscellaneous (Non-Public Safety) Department Heads

Miscellaneous employees hired on or after January 1, 2013 and who qualify as "new employees" under the Public Employees' Pension Reform Act ("PEPRA") shall receive average of three (3) consecutive highest years and the two percent at 62 (2% @ 62) benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous Department Heads hired on or after December 17, 2010 and on or before December 31, 2012, shall receive the average of three (3) consecutive highest years and the two percent at 55 (2% @ 55) benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous Department Heads hired on or before December 16, 2010 shall receive the single highest year and the two and one half percent at 55 (2.5% @ 55) benefit formula provided through the California Public Employees' Retirement System (CalPERS).

2. Police Chief: Public Safety Department Head

Police Chiefs hired by the City of Tracy on or before July 1, 2010 shall receive single highest year and the three percent at 50 (3% @ 50) retirement formula provided through the California Public Employees' Retirement System (CalPERS).

Police Chiefs hired by the City of Tracy on or after July 2, 2010 meeting the CalPERS definition of a "classic employee" shall receive single highest year and the three percent at 55 (3% @ 55) retirement formula provided through the California Public Employees' Retirement System (CalPERS).

Police Chiefs hired on or after January 1, 2013 meeting the definition of "new member" under PEPRA shall be subject to all the provisions of that law, including, but not limited to the two point seven percent at 57 (2.7% @ 57) retirement formula with a three-year final compensation period.

C. CalPERS Retirement Benefit

The City agrees to continue to pay the employer contribution for the City's CalPERS retirement benefit.

Miscellaneous employees hired on or before December 16, 2010 and under the first-tier CalPERS retirement formula (2.5% at 55), shall pay the 8% employee contribution towards employee statutory share of CalPERS retirement during the term of this Agreement.

Miscellaneous employees hired after December 16, 2010 and on or before December 31, 2012, under the second-tier CalPERS retirement formula (2% at 55), shall pay the 7% employee contribution towards employee statutory share of CalPERS retirement during the term of this Agreement.

Miscellaneous employees hired on or after January 1, 2013 and meeting the definition of "new member" under the Public Employees' Pension reform Act (PEPRA) shall be subject to all the provisions of that law, including, but not limited to the 2% @ 62 benefit formula provided through the Public Employees' Retirement System (CalPERS) with a three-year final compensation period and shall pay the employee contribution required by PEPRA, currently calculated at fifty percent (50%) of the normal cost.

Safety employees hired by the City and meeting the definition of "classic member" under the Public Employees' Pension Reform Act shall pay the 9% of salary employee contribution toward employee statutory share of CalPERS retirement.

Safety employees hired by the City on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Pension Reform Act shall be subject to all the provisions of the law, including, but not limited to the two point seven percent at age 57 (2.7% @ 57) retirement formula with a three-year compensation period and shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of normal cost.

D. Short Term Disability Insurance (STD)

Short Term Disability insurance is required for all regular employees in the Department Head Unit through Standard Insurance with the premium paid by employees per pay period at the current rate of .83% of employee's earnings, prior to applying taxes.

Short Term Disability Insurance payments may be available to employees who cannot work because of sickness or non-work-related injuries as determined by the STD insurance provider. STD payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing at the time of disability, to retain STD payments and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave is available; the employee will continue to receive normal paychecks. Payments received from the insurance carrier shall be turned in to the City. When such checks are received by the City, a portion of the employee's next paycheck, equal to the amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the paycheck.

In no case may an employee receive more income than the amount of their normal pay. Employees must turn in checks received from the insurance carrier to the City, unless the employee elected in writing, at the time of the disability, of the employee's choice not to receive paid leave.

E. Long Term Disability Program (LTD)

City paid Long Term Disability insurance shall be provided to all Department Heads.

F. Annual Physical

An annual physical examination shall be provided by the City, if desired and requested by a Department Head.

G. Education Reimbursement

Upon City Manager or designee approval, an employee who completes a course of study and receives a grade of "C" or better may be reimbursed for books, and tuition for courses taken at accredited colleges or universities in California, up to a maximum of $5,000.00 per year to a lifetime maximum of $20,000.00.

H. Travel

Administrative Procedure, Section T – Travel Expenses, shall be used to reimburse mileage expenses incurred when using a personal vehicle for City business. Department Heads shall not receive mileage reimbursement, in accordance with Administrative Procedure Section T – Travel Expense, unless the one-way mileage from the City of Tracy work site to the final destination exceeds 75 miles. In such circumstances, the Department Head may apply for reimbursement for mileage above the initial 75 miles.

I. City Vehicle/Allowance

Department Heads shall be provided with either a City vehicle or a car allowance of $500 per month, prorated per pay period.

J. Insurance

1. Medical Plans Provided

The City offers medical insurance. During the term of this agreement the City reserves the right to change medical providers and the parties shall meet and discuss regarding such change. New employees hired on or after December 1, 2007 shall be required to select a

medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

2. Dental

   The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

3. Vision

   The City shall make available vision care benefits for full-time employees and their eligible dependents through the existing providers.

4. Life Insurance

   The City shall purchase life insurance in the amount of $225,000 for each Department Head.

5. Cafeteria Plan

   a. City Contributions

      The City shall maintain an account for each full-time employee in regular or probationary status within the City's cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family, employee plus one, or employee only to each employee's account.

   b. Cash Out Options

      For employees hired before December 1, 2007, the maximum cash payment shall be set at $996.00 per month for employees who do not elect a medical, dental, and/or vision plan. For employees hired on or after December 1, 2007, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

   c. Future Contributions

      If premiums increase in the plans to which City employees subscribe effective January 1, 2026, and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

      For employees who elect employee only or employee plus one coverage, any City increase to the employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated

to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

d. Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for the dental insurance program in which the employee is enrolled, and/or 3) payment of premium charges for the vision insurance program in which the employee is enrolled. The City also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided, and at times designated by the City each year, all information necessary to administer the Cafeteria Plan during the 12-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of their dependents which affects the amount of the City payment on behalf of the employee. Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Personnel Officer or Human Resources designate. No retroactive payments shall be allowed.

e. Flexible Benefits Plan (IRS Section 125)

The City has implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

K. Management Benefit Plan

The allowance for management benefits is thirty-six dollars and ninety-two cents ($36.92) per pay period and may be utilized at the discretion of each individual Department Head for job related expenses or for professional development. The monies will be allocated per pay period and may be utilized for a wide variety of job-related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

L. Uniform Allowance

The City shall provide the Police Chief a uniform allowance in the amount of $1,100 per year.

The uniform allowance described above shall be paid at forty-two dollars and thirty cents ($42.30) per pay period. In the case of a newly appointed employee, the employee shall receive the initial allowance the regular payday following the date of their appointment, and subsequent annual allowances as noted above, prorated/adjusted in the first year after appointment to reflect the receipt of the full uniform allowance received on the payday following appointment.

M. Relocation Incentive

Department Heads wishing to relocate to a residence within the City of Tracy may receive relocation expense reimbursement of up to $5,000 at the City Manager's discretion.

Section 6. Severance

A. Determined by City Manager

The City Manager, at their discretion, is authorized to enter into severance agreements with Department Heads if they involuntarily resign or are terminated by the City, for up to six (6) months of severance pay.

B. Severance Pay

"Severance Pay" shall include the cash equivalent to salary and city paid health benefits/premiums including cash in lieu or medical, dental and vision premiums. Severance pay shall be paid in a lump sum payment to the Department Head by the City within 15 working days after the effective date of the severance agreement, or as agreed to by the City and the Department Head. Severance pay shall not be included in final compensation for the purposes of CalPERS retirement nor shall any payments of the employee's share of the CalPERS rates be deemed to extend the date of separation past termination or resignation of the employee.

C. Waiver and Release

All severance agreements must contain a release of liability for all claims connected with the employment relationship and must be in a form approved by the City Attorney.

CITY OF TRACY

City of Tracy
Master Salary Schedule

Effective 06/29/2025

Class	Position Title	Salaried	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	Y	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	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
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-CONF		CONF Non-Mgmt	A	2,497.82	5,411.94	64,943.32	31.2228
				B	2,622.70	5,682.52	68,190.20	32.7838
				C	2,753.84	5,966.65	71,599.84	34.4230
				D	2,891.55	6,265.03	75,180.30	36.1444
				E	3,036.11	6,578.24	78,938.86	37.9514
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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3510	AIRPORT MANAGER	Y	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
3620	ANIMAL SERVICES MANAGER	Y	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 Non-Exempt	A	2,961.90	6,417.45	77,009.40	37.0238
				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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2573	ASSISTANT CITY ATTORNEY	Y	CONF	A	7,083.99	15,348.65	184,183.74	88.5499
				B	7,438.17	16,116.04	193,392.42	92.9771
				C	7,810.09	16,921.86	203,062.34	97.6261
				D	8,200.59	17,767.95	213,215.34	102.5074
				E	8,610.61	18,656.32	223,875.86	107.6326
3338	ASSISTANT CITY ENGINEER	Y	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	Y	DEPT HEAD	MIN	10,318.65	22,357.09	268,285.02	128.9831
				MAX	11,066.61	23,977.66	287,731.96	138.3326
2682	ASSISTANT DIRECTOR DS	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
2635	ASSISTANT DIRECTOR-OPERATIONS	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
2640	ASSISTANT DIRECTOR-PARKS	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
2636	ASSISTANT DIRECTOR-UTILITIES	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
3302	ASSISTANT ENGINEER	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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 CITY MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
3303	ASSOCIATE CIVIL ENGINEER	Y	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
3333	ASSOCIATE ENGINEER	Y	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	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3104	BUDGET OFFICER	Y	CONF	A	5,140.23	11,137.17	133,645.98	64.2529
				B	5,397.23	11,694.00	140,327.98	67.4654
				C	5,667.08	12,278.67	147,344.08	70.8385
				D	5,950.46	12,892.66	154,711.96	74.3808
				E	6,247.98	13,537.29	162,447.48	78.0998
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	Y	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	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.63	243,895.54	117.2575
1506	CITY ATTORNEY	Y	CONTRACT		11,695.39	25,340.02	304,080.22	146.1924

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3110	CITY CLERK	Y	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		ELECTED		876.93	1,900.02	22,800.18	
2681	CITY ENGINEER	Y	CONF	A	7,088.20	15,357.77	184,293.20	88.6025
				B	7,442.62	16,125.68	193,508.12	93.0328
				C	7,814.75	16,931.96	203,183.50	97.6844
				D	8,205.49	17,778.56	213,342.74	102.5686
				E	8,615.79	18,667.55	224,010.54	107.6974
1501	CITY MANAGER	Y	CONTRACT		13,015.63	28,200.53	338,406.35	162.6954
1112	CITY TREASURER		ELECTED		876.93	1,900.02	22,800.18	
9107	CLERICAL AIDE (H)		LIMITED SERVICE	A				16.6040
				B				17.4342
				C				18.3060
				D				19.2212
				E				20.1822
3155	CODE COMPLIANCE ANALYST	Y	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	Y	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	Position Title	Salaried	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	Y	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 PROP UNIT SUPER		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 MGR	Y	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 COORD		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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
				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
3524	CULTURAL ARTS SUPERVISOR	Y	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 COORD		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 SUPV	Y	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	Y	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		LIMITED SERVICE	A				38.9605
				B				40.9101
				C				42.9561
				D				45.0986
				E				47.3589
2571	DEPUTY CITY ATTORNEY I	Y	CONF	A	5,561.82	12,050.61	144,607.32	69.5228
				B	5,839.91	12,653.14	151,837.66	72.9989
				C	6,131.93	13,285.85	159,430.18	76.6491
				D	6,438.52	13,950.13	167,401.52	80.4815
				E	6,760.43	14,647.60	175,771.18	84.5054
2572	DEPUTY CITY ATTORNEY II	Y	CONF	A	6,118.01	13,255.69	159,068.26	76.4751
				B	6,423.92	13,918.49	167,021.92	80.2990
				C	6,745.12	14,614.43	175,373.12	84.3140
				D	7,082.39	15,345.18	184,142.14	88.5299
				E	7,436.49	16,112.40	193,348.74	92.9561

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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	Y	CONF	A	7,523.46	16,300.83	195,609.96	94.0433
				B	7,899.64	17,115.89	205,390.64	98.7455
				C	8,294.62	17,971.68	215,660.12	103.6828
				D	8,709.34	18,870.24	226,442.84	108.8668
				E	9,144.82	19,813.78	237,765.32	114.3103
1528	DIRECTOR OF COMM. & ECON DEV.	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1522	DIRECTOR OF FINANCE	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1518	DIRECTOR OF HUMAN RESOURCES	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1527	DIRECTOR OF MOBILITY & HOUSING	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1524	DIRECTOR OF PUBLIC WORKS	Y	DEPT HEAD	MIN	8,278.29	17,936.30	215,235.56	103.4786
				MAX	10,060.56	21,797.88	261,574.51	125.7570
1516	DIRECTOR PARKS & RECREATION	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
3208	ECONOMIC DEVEL MGMT ANALYST I	Y	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 DEVEL MGMT ANALYST II	Y	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	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9105	ENGINEERING INTERN		LIMITED SERVICE	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 ANLST	Y	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
5424	ENVIRONMENTAL COMPLIANCE TECH		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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
2581	EXECUTIVE ASSISTANT TO CM		CONF Non-Mgmt	A	3,480.59	7,541.28	90,495.34	43.5074
				B	3,654.60	7,918.30	95,019.60	45.6825
				C	3,837.33	8,314.22	99,770.58	47.9666
				D	4,029.21	8,729.96	104,759.46	50.3651
				E	4,230.65	9,166.41	109,996.90	52.8831
8108	EXECUTIVE ASSISTANT-CONF		CONF Non-Mgmt	A	3,038.50	6,583.42	79,001.00	37.9813
				B	3,190.44	6,912.62	82,951.44	39.8805
				C	3,349.95	7,258.23	87,098.70	41.8744
				D	3,517.43	7,621.10	91,453.18	43.9679
				E	3,693.32	8,002.19	96,026.32	46.1665
9635	FACILITY ATTENDANT		LIMITED SERVICE	A				21.2103
				B				22.2708
				C				23.3849
				D				24.5525
				E				25.7844
3107	FINANCIAL ANALYST I	Y	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
3108	FINANCIAL ANALYST II	Y	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	Y	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	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3215	HOMELESS SERVICES MANAGER	Y	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	Y	CONF	A	3,616.17	7,835.04	94,020.42	45.2021
				B	3,796.99	8,226.81	98,721.74	47.4624
				C	3,986.82	8,638.11	103,657.32	49.8353
				D	4,186.16	9,070.01	108,840.16	52.3270
				E	4,395.47	9,523.52	114,282.22	54.9434
2512	HUMAN RESOURCES ANALYST II	Y	CONF	A	4,158.48	9,010.04	108,120.48	51.9810
				B	4,366.41	9,460.56	113,526.66	54.5801
				C	4,584.72	9,933.56	119,202.72	57.3090
				D	4,813.98	10,430.29	125,163.48	60.1748
				E	5,054.68	10,951.81	131,421.68	63.1835
2562	HUMAN RESOURCES MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
4301	HUMAN RESOURCES TECHNICIAN		CONF Non-Mgmt	A	3,085.50	6,685.25	80,223.00	38.5688
				B	3,239.78	7,019.52	84,234.28	40.4973
				C	3,401.77	7,370.50	88,446.02	42.5221
				D	3,571.87	7,739.05	92,868.62	44.6484
				E	3,750.45	8,125.98	97,511.70	46.8806
4204	INFO 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	INFO 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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2553	INFO TECHNOLOGY MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
3111	INFO TECHNOLOGY SPECIALIST	Y	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/GENERAL (H)		LIMITED SERVICE	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 QA OFFICER	Y	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	Position Title	Salaried	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	Y	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 Non-Mgmt	A	3,314.19	7,180.75	86,168.94	41.4274
				B	3,479.88	7,539.74	90,476.88	43.4985
				C	3,653.90	7,916.78	95,001.40	45.6738
				D	3,836.58	8,312.59	99,751.08	47.9573
				E	4,028.42	8,728.24	104,738.92	50.3553
3130	LEGISLATIVE ANALYST	Y	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		LIMITED SERVICE	A				16.6040
				B				17.4342
				C				18.3060
				D				19.2212
				E				20.1822
9303	MAINTENANCE AIDE		LIMITED SERVICE	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	Y	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	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3152	MANAGEMENT ANALYST II	Y	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
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		ELECTED		969.24	2,100.02	25,200.24	
3527	MEDIA SERVICES SUPERVISOR		TMMBU Non-Exempt	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
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 ASST		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 COOR		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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3401	OPERATIONS SUPERINTENDENT	Y	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	Y	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		CONF Non-Mgmt	A	3,645.61	7,898.82	94,785.86	45.5701
				B	3,827.89	8,293.76	99,525.14	47.8486
				C	4,019.28	8,708.44	104,501.28	50.2410
				D	4,220.25	9,143.88	109,726.50	52.7531
				E	4,431.26	9,601.06	115,212.76	55.3908
1107	PARKS & REC COMMISSIONER				Stipend of $50.00 per meeting.			
3509	PARKS PLANNING & DEVELOP MGR	Y	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	Y	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	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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	Y	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
9503	POLICE CADET		LIMITED SERVICE	A				20.8889
				B				21.9387
				C				23.0313
				D				24.1776
				E				25.3880
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	Y	DEPT HEAD	MIN	9,392.47	20,350.35	244,204.21	117.4059
				MAX	11,416.65	24,736.07	296,832.82	142.7081
4603	POLICE COMM RELATIONS COORD		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
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
4604	POLICE HOMELESS OUTREACH COORD		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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9501	POLICE INTERN/PARKING ENFORCE		LIMITED SERVICE	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
6101	POLICE OFFICER TRAINEE		TPOA	A	3,272.65	7,090.74	85,088.90	40.9081
				B				0.0000
				C				0.0000
				D				0.0000
				E				0.0000
9517	POLICE RANGE MASTER		LIMITED SERVICE	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
3626	POLICE RECORDS SUPERVISOR	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9551	POLICE RESERVE OFFICER		LIMITED SERVICE	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 MGR	Y	CONF	A	6,298.32	13,646.36	163,756.32	78.7290
				B	6,613.25	14,328.71	171,944.50	82.6656
				C	6,943.89	15,045.10	180,541.14	86.7986
				D	7,291.08	15,797.34	189,568.08	91.1385
				E	7,655.64	16,587.22	199,046.64	95.6955
4701	POLICE SUPPORT SERVICES TECH		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
9638	POOL MANAGER		LIMITED SERVICE	A				22.8279
				B				23.9740
				C				25.1631
				D				26.4272
				E				27.7447
9533	PROFESS STANDARDS OFFICER		LIMITED SERVICE	A				55.6502
				B				58.4354
				C				61.3598
				D				64.4235
				E				67.6479
9110	PROGRAM ASSISTANT		LIMITED SERVICE	A				16.6040
				B				21.8638
				C				27.6590
9231	PROJECT SPECIALIST I		LIMITED SERVICE	A				16.6040
				B				34.8148
				C				53.5720
9232	PROJECT SPECIALIST II		LIMITED SERVICE	A				53.5827
				B				102.3020
				C				151.0321

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5518	PROPERTY & 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
2585	PUBLIC INFORMATION OFFICER	Y	CONF	A	4,362.25	9,451.54	113,418.50	54.5281
				B	4,580.37	9,924.14	119,089.62	57.2546
				C	4,809.37	10,420.30	125,043.62	60.1171
				D	5,049.86	10,941.36	131,296.36	63.1233
				E	5,302.36	11,488.45	137,861.36	66.2795
3623	PUBLIC SAFETY DISPATCH SUPER	Y	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 DISPATCH-PERDIEM		LIMITED SERVICE	A				35.4683
				B				37.2465
				C				39.1105
				D				41.0601
				E				43.1169
3214	REAL PROPERTY AGENT	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9631	RECREATION LEADER I		LIMITED SERVICE	A				16.6040
				B				17.4342
				C				18.3060
				D				19.2212
				E				20.1822
9632	RECREATION LEADER II		LIMITED SERVICE	A				20.1284
				B				21.1353
				C				22.1958
				D				23.2992
				E				24.4668
9633	RECREATION LEADER III		LIMITED SERVICE	A				22.8279
				B				23.9740
				C				25.1631
				D				26.4272
				E				27.7447
4401	RECREATION PROGRAM COORD		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	Y	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	Y	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 INSTR		LIMITED SERVICE	A				16.6040
				B				36.5288
				C				56.9999
				D				0.0000
				E				0.0000

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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	Y	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 BLDG MAINT 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	Y	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	4,013.62	8,696.18	104,354.12	50.1703
				B	4,214.30	9,130.98	109,571.80	52.6788
				C	4,425.02	9,587.54	115,050.52	55.3128
				D	4,646.27	10,066.92	120,803.02	58.0784
				E	4,878.58	10,570.26	126,843.08	60.9823

Class	Position Title	Salaried	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 INFO 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
9637	SENIOR LIFEGUARD		LIMITED SERVICE	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	Y	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 ASSNT		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 PROP & EVIDENCE TECH		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	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5504	SENIOR PUBLIC SAFETY DISPATCH		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
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		LIMITED SERVICE	A				16.6040
3343	SUPERVISING BUILDING INSP	Y	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 INSP	Y	TMMBU	A	4,414.98	9,565.79	114,789.48	55.1873
				B	4,635.72	10,044.06	120,528.72	57.9465
				C	4,867.51	10,546.27	126,555.26	60.8439
				D	5,110.89	11,073.60	132,883.14	63.8861
				E	5,366.43	11,627.27	139,527.18	67.0804
3117	SYSTEM ADMINISTRATOR	Y	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 (H)		LIMITED SERVICE	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	Y	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	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1109	TRANSPORT COMMISSIONER				Stipend of $50.00 per meeting.			
3426	UTILITIES LABORATORY SUPTNDT	Y	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 SUPV	Y	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
3403	UTILITIES LINE MAINT SPRNTNDNT	Y	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
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
3423	UTILITY MAINTAINANCE SPRNTNDNT	Y	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	Y	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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
3422	WASTEWATER OP SUPERINTENDENT	Y	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 TREAT PLANT OP 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 TREAT PLANT OP 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 TREAT PLANT OP 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

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3421	WATER OPS SUPERINTENDENT	Y	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 (H)		LIMITED SERVICE	A				18.9607
				B				19.9141
				C				20.8997
				D				21.9495
				E				23.0421
3415	WATER RESOURCES&COMPLIANCE MGR	Y	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 OPER 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
5402	WATER TREATMENT PLANT OPER 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 OPER 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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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1) **APPROVING THE COMPENSATION AND BENEFIT PLAN FOR DEPARTMENT HEADS, AND**

2) **AUTHORIZING AN AMENDMENT OF THE CITY'S MASTER SALARY SCHEDULE TO REFLECT THE TERMS OF THE COMPENSATION AND BENEFIT PLAN FOR DEPARTMENT HEADS**

WHEREAS, the Compensation and Benefit Plans between the City of Tracy and Department Heads expires on June 30, 2025; and

WHEREAS, Successor Compensation and Benefit Plan for the Department Heads has been updated covering the period of July 1, 2025 through June 30, 2029; now, therefore, be it

RESOLVED: That the City Council and the City of Tracy hereby approves a new Compensation and Benefit Plan between the City of Tracy and Department Heads for the period of July 1, 2025 through June 30, 2029; and be it further

RESOLVED: That the City Council implements the provisions of the revised Department Heads Compensation and Benefit Plan and actions approved by this Resolution; and be it further

RESOLVED: That the City Council authorizes amendments to the City's Master Salary Schedule, to reflect the terms of the new Department Heads Compensation and Benefit Plan.

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The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 17th 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 QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California